

BY R.P.A.D.

No.MIDC/

/

Date :-

Sub : **Software Park:** _____

Allotment of land at _____

Ref : Application dated the _____
received from M/s. _____

: O R D E R :

Sanction is hereby accorded to the allotment of land admeasuring

_____ Sq.Mtrs.comprising of Plot No. _____ from **Software Park,** _____ to :

i) _____ a company incorporated under the Companies Act, 1956
having its registered Office at
for setting up **Software Development .**

Subject to the payment of the premium of _____ calculated at the rate of

Rs. _____ /- per Sq.Mtrs and and subject to the following conditions :-

- 1) The amount of earnest money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of Rs. _____ being the balance amount of the premium within a period of 30 days from the date of receipt of this order, by D.D. drawn in favour of " The Chief Executive Officer, MIDC, Mumbai, Payable on bank at Mumbai .
- 2) In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to be cancelled without further notice.
- 3) In the event of the allotment being cancelled as aforesaid the Corporation will be entitled to forfeit the whole of the earnest money received with the application.
- 4) The terms and conditions of allotment of land will be those contained in the standard form of Agreement to Lease and the lease annexed there to and in substance are as follows -

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- a) The allottee shall enter into an Agreement to Lease in the form prescribed by the Corporation and on performance of the conditions will be entitled to lease for the term of ninety five [95] years to be computed from the date of execution of the Agreement to Lease and renewable for one further term of 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.
- b) The annual ground rent of Rupee 1/- per annum is payable in respect of the plot of land allotted.
- c) The allottee shall get the plans and specifications of the proposed Software Development building duly approved by the Executive Engineer of the said Industrial Area and build complete the said building in accordance with approved plans and shall obtain a completion certificate from the Executive Engineer of the said Industrial Area within prescribed period.
- d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the Agreement of Lease or part with the possession of the land or any part thereof without previous consent of the Corporation who may refuse it or grant it subject to such condition, as the corporation may think fit including a condition for payment of additional premium.
- e) The allottee shall be entitled to use land for the purpose of a Software Development but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the schedule to the Agreement to Lease and shall not use the said land or any part thereof for any other purpose nor for the purpose of any factory which may be abnoxious, offensive by reason of emission of odour, liquid effluvia, dust smoke, gas nuisance, vibration or fire hazards.
- f) The other terms and conditions of allotment shall be those contained in the prescribed forms of Agreement to Lease and the Lease.
- g) The stamp duty in respect of the preparation and execution of the Agreement to Lease and its duplication as also the lease and its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone.
- h) The allottee shall be submitted the Building plans Software Development Building to the Special Planning Authority within six months from the date of possession of plot & get it approved the same from Special Planning Authority , and commence the construction work and complete the

construction work & also obtain B.C.C. during the period of one & half year from the date of taking over the possession of plot.

i) If the allottee fails to complete the construction work & obtain B.C.C. within the period of one & half years from the date of possession of plot, the allotment of plot will be summarily cancelled.

j) The allottee should consume / utilise at least 25 % of the permissible FSI during the one & half years.

k) The allottee should construct the building as per the standard norms prescribed & as per D.C. Rules applicable to the Pune I. T. Park at .

The allottee may submit his application for telephone connection to the concern telephone authority immediately, after taking over possession of the plot. This will enable the telephone authorities to built up a waiting list and ensure proper planning to provide timely telephone connection to the industrial units in the area.

Area Manager,
M.I.D.C.

To,