

GREENTECH MEGA FOOD PARK LIMITED

CIN: U45201RJ2012PLC039560

Reg. Office: Village & Tehsil Roopangarh, Bhadun Road, Ajmer-305814 (Rajasthan)
Corporate Office: A-2, Ganpati Enclave, Civil Lines, Ajmer Road, Jaipur-302006 (Rajasthan)

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Developed Industrial Plot Allotment Policy

1. Modalities of Plot allotment – Greentech Mega Food Park Ltd (“GMFPL”) vis. a vis. Applicant. Applicant can be a Sole Propertiership, a Partnership Firm, a Company, an NGO, Society etc., incorporated under any relevant law of India and to whom developed Industrial plot in Greentech Mega Food Park (hereinafter called “developed plots”) to be allotted.

1.1 The Developed Plot shall be allotted on lease basis which term shall not be exceeding more than 99 years, in any case.

1.2 The cost of Developed Plot to the allottee shall be determined as per the prevailing prices in the Food Park and shall be intimated at the time of acceptance of application for allotment of plot.

1.3 The cost of Developed Plot will be deposited by the Applicant as per time schedule mentioned in Clause 5 Payment Terms. In case of default, GMFPL shall have right to cancel the allotment as per Clause 6 and determine the lease Agreement and allottee will be liable for the same.

1.4 The Allottee shall deposit an amount equal to 5% of total land cost in addition to land cost towards security money for securing future maintenance in shape of Bank Guarantee/FDR in favour of the Greentech Mega Food Park Ltd. The security deposit shall be paid within 30 days from the date of allotment letter. However, said bank guarantee/FDR shall be released by Greentech Mega Food Park Ltd. after completion of 5 years from the date of development of said Food Park. This security deposit is non interest bearing and GMFPL would not pay any interest on this security deposit.

1.5 In case of non-payment of due maintenance charges, interest at the rate of 15% shall be levied from due date till the time of payment.

1.6 Possession of land will be handed over within 7 days from the date execution of the lease agreement.

1.7 The allotted developed plot shall only be used for the purpose for which it is allotted or permitted use as mentioned in the allotment letter/Lease Agreement issued by Greentech Mega Food Park Ltd.

- 1.8 The allotment of Developed Plot would only be made to any APPLICANT when its proposed project is sanctioned in-principally, by the respective department/Agency of the GoI/GoR under the relevant scheme. In case, any directions are issued or conditions are imposed by the GoI/GoR, the same shall be adhered by the APPLICANT.
- 1.9 The Allottee or its sub lessees shall not be permitted to run any illegal trade, business and obnoxious industries on the said allotted land. If it is found at site, Greentech Mega Food Park Ltd shall have right to cancel the allotment without giving any further notice or information in this regard.
- 1.10 In case of surrender of part or full allotted land by Allottee, due to any reason, such as change in policy by the Govt., change in technology, change in prevailing law etc., the cost of developed cost deposited by the promoter/ developer/applicant at the time of allotment, to the extent of land area will be paid without interest after deducting processing charges of 10% by Greentech Mega Food Park Ltd. In case of surrender of plot for any other reasons, entire amount shall be forfeited along with the security deposit amount.
- 1.11 The allotted land cannot be sold or otherwise disposed off by the allottee. The allotted land can only be sub-leased by allottee according to the terms and conditions mentioned in Clause 3 below.
- 1.12 In case of dispute regarding interpretation, the matter shall be resolved amicably instead approaching to any Court of Law directly. In such case, matter shall be referred to Chairman, Greentech Mega Food Park Ltd. for adjudication.
- 1.13 GMFPL and Allottee agree that any legal action or proceedings arising out or in connection with this engagement letter shall be subject the jurisdiction of Jaipur, Rajasthan.

2. Infrastructure development by Allottee:

- 2.1 It shall be exclusive responsibility of the Allottee to develop internal infrastructure at its own cost.
- 2.2 The Allottee shall get the lay out plan of allotted land approved from Greentech Mega Food Park Ltd. before carrying out any development activity on the allotted land.
- 2.3 The GMFPL will preferably indicate maximum permitted use of land in site plan at the time of allotment.
- 2.4 The Allottee shall submit the detailed development plan before carrying out infrastructure activity. After examining the development plan submitted by allottee, necessary permission will be issued by GMFPL. GMFPL shall have right to issue necessary directions for maintaining requisite specifications along with right of amend/change thereof depending upon need of the area/project.

- 2.5 After completion of development works at site, the allottee should obtain 'Completion Certificate' from GMFPL.
- 2.6 The allotment of land to allottee will be made subject to condition that requisite clearance/consents with regards to Environment Clearance/pollution shall be obtained directly by the allottee from the concerned authority/department such as MoEF/CPCB/RPCB /AAI etc. The cost of obtaining all clearances would be borne by allottee itself.
- 2.7 No disposal of effluent shall be allowed in the storm water drain if constructed by GMFPL and in the area adjacent/nearby to the allotted land.

3. Term & conditions Between Lessee and Sub- Lessee:

- 3.1 The Allottee shall be allowed to sub-lease the permissible saleable area allotted land to any third party in accordance with lay-out plan approved by GMFPL for remaining lease period from the date of allotment to allottee on such terms and conditions shall not be beyond the conditions of allotment as well as Lease Agreement or co-terminus with allotment letter/Lease Agreement of allottee.
- 3.2 The terms and conditions for sub leasing will be decided by the allottee and its sub lessee mutually. However, the terms and conditions applicable on which allotment is made to the allottee and lease agreement to be executed between the allottee, shall also mutatis- mutantis apply to every sub lessee of the allottee.
- 3.3 No lease Agreement shall be executed by GMFPL directly in favour of sub lessee of the allottee. However, format of Sub Lease to be executed between allottee and its sub-lessee members shall be got approved by GMFPL before execution of same. However, condition relating to sub leasing shall be incorporated in sub-lease agreement to be executed with respective sub lessee by the allottee.
- 3.4 The allottee shall furnish the information about leased out area of land along with details of its sub-lessees within 30 days from the date of execution of sub-lease in favour of them.
- 3.5 It is primarily land allottee/Lessee who will be required to pay all dues/annual charges to GMFPL. If the sub lessees are made to pay the above annual charges to GMFPL, even in that case it shall be the responsibility of land allottee to pay annual charges.
- 3.6 In the event of cancellation of allotment made to the allottee and determination of lease agreement pertaining to said allotted land by Greentech Mega Food Park Ltd., the sub-leases executed by the allottee in favour of sub-lessee shall stand determined & nullified automatically and entire land shall vest with GMFPL without any further orders. In such event, GMFPL shall not be liable to pay any damages, cost etc. to the allottee or its sub-lessee.

3.7 GMFPL shall not be answerable to any dispute arising between allottee and its sub-lessees and no request for time extension shall be entertained on this ground alone.

3.8 It will be sole responsibility of allottee to follow the rules and regulations of the concerned department regarding the registration of lease agreement or sub-lease agreement with the respective departments of the State Government.

4. Utilization of Developed plot and time extension:

4.1 The allottee shall complete the development of project with all requisite infrastructures in accordance with approved lay-out plan and commence production activity within 2 years from the date of taking over possession of land. It shall be exclusive responsibility of the allottee to develop and maintain the allotted area at good condition within its internal peripheral limits and GMFPL shall neither be liable to develop & maintain the allotted land nor bear any cost towards said development and maintenance even in future.

4.2 In case of any extension of time limit is required by the allottee for development of the project beyond the stipulated period, the same may be considered by the Board of Directors of GMFPL depending upon merit of each case with or without payment of retention charges as applicable from time to time.

4.3 The sub lessee of allottee shall be subject to the same condition as mentioned in clause 4.1 above, irrespective of date of execution of Lease Agreement with allottee or date of sub lease agreement in favour of its sub-lessee(s).

4.4 In case, any time extension is granted for development of project beyond stipulated period, than, period for setting up of an individual unit by the Sub-Lessee will extend automatically up-to such extended time period.

4.5 If the allottee fails to complete the requisite infrastructure within a period of 1 year on the allotted land and commence production activity, within a period of 2 years or its sub lessees fails to complete the infrastructure or commence the production activity within above said time frame from the date of taking over possession of land by the allottee, retention charges shall be levied on or recoverable from the allottee as under:

a) Retention charges @ 1% per quarter or part thereof shall be applicable on the allottee for non-completion of the development works on the allotted land. Calculation of the retention charges shall be made on the prevailing rate of allotment of the land area concerned.

b) Retention charges @ 1% per quarter or part thereof shall be applicable on the allottee for land area lying un-utilized by the sub-lessee(s) of allottee and on un-allotted area in the project. Calculation of retention charges shall be done on the prevailing rate of allotment of the area concerned.

- c) GMFPL reserves the right to adjust the retention charges from the security deposit deposited under clause 1.4 above. It reserves the right to encash the security BG for realization of retention charges.

5. Payment Terms :

The allottee shall pay the total lease charges for the total Plot area allotted to GMFPL at the date decided between GMFPL and allottee. The Lease charges for Industrial plot will be recovered in the following manners:-

- I. The 25% lease charges as pre-requisite amount along with the application form for the land allotment.
- II. The balance 75% lease charges as per the time schedule and the terms and conditions as mentioned below from Option1 to Option 3:-

OPTION:1

The allottee may opt to pay balance 75% of the lease charges within 6 months of plot allotment and in this case no interest will be levied. The lease charges will be paid in three Equal Quarterly Installments. The first installment shall commence after two month of the date of the allotment order. The lessee shall pay to lessor Interest @15%, in case delay in the payment of such Installment from the due date to date of actual payment.

OPTION:2

The allottee may opt to pay balance of the lease charges in 5 years i.e. in 60 Equal Interest Bearing Monthly Installments as per the time schedule and the terms and conditions as mentioned below:-

The Installment of balance 75% of the lease amount will be paid as mentioned below:-

1. The Fixed dates for payment of Quarterly Installments with interest shall be 15th March, 15th June, 15th Sept. and 15th Dec of the year. However, if the lessee opts to pay installment on Monthly basis then the due date for payment of monthly Installment will be upto 7th Day of the next month.
2. In case of Quarterly Installments, the First Installment will become due on fixed date falling after 3 months from the allotment date and Interest shall be charged from the date of allotment.
3. The Installments will be paid on due date (as mentioned above) along with interest calculated @15% p.a. on remaining lease charges on due date. The delay in the payment of installment amount will attract Interest @ 15% p. a. on the amount of delayed payment.
4. The existing allottee /lessee may also switchover to any other option of this agreement, subject to prior approval of the lessor, to deposit balance amount of lease charges as per above mentioned Quarterly/Monthly Installments. However the allottee will have to deposit all the dues payable on the date of option. The number of Installments shall be reduced to the extent of Installment deposited.

Note:

- The allottee will pay GST and other applicable tax at the applicable rate, in addition to the aforesaid lease amount.
- The plot amount could be deposited directly to the bank account of the company, details are mentioned as below:-

Bank -	Bank of Baroda	Account Name	Greentech Mega Food Park Ltd.
Account No.-	14360200001264	IFSC-	BARBOMULJAI [Fifth Charter is Zero]

6. Cancellation of Allotment :

6.1 GMFPL shall have right to cancel the allotment after issuing a 30 days registered A.D show cause notice to the allottee by the concerned officer for breach of any of its rules, condition of allotment letter or terms of lease agreement or in case of non-payment of installments mentioned in Clause 5.

In show cause notice the allottee should be asked to show cause why the allotment of plot should not be cancelled, lease deed of the plot should not be terminated and plot should not be taken in possession, in view of the default committed by the allottee. In the show cause notice it should also be clarified that, the said default shall be condoned only on payment of interest/retention charges or removal of breach of terms and conditions / its regularization. In case of no response or reply to the show cause notice without commitment for deposition of dues, for regularization of delay / default or removal of breach of terms and conditions by the allottee, allotment of plot should be cancelled terminating the lease-deed of plot. In cancellation letter party shall be asked to handover possession of land within 7 days and it shall also be intimated that, in case of failure to handover the possession in time, the plot shall be deemed to have been taken into possession treating the allottee as unauthorized occupant on the land. For possession of non-vacant plot, the case shall be filed in the competent Court. After taking possession of non- vacant plots on orders of competent authority or deemed possession of vacant plot or possession being handed over by the party.

6.2 The power of review and appeal shall be exercised by the Board of Directors of GMFPL. Limitation of filing review/appeal shall be one month from the date of issue of cancellation orders. The powers for accepting the review / appeal beyond the prescribed period of 30 days, for the reasons to be recorded in writing, would however, vest with Board of Directors of GMFPL.

6.3 In case of non-payment of maintenance charges beyond period 2 years, GMFPL shall have the right to cancel the booking/allotment and take possession of the plot from allottee.

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