



**PM MITRA Park**  
**Industrial Land Allotment Policy 2025**

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## 1. INTRODUCTION

### ***Background***

The Ministry of Textiles, Gol approved setting up of seven PM MITRA (Mega Integrated Textile Region and Apparel) Parks in Greenfield/Brownfield sites with world class infrastructure including plug and play facility with an outlay of ₹4,445 crores. The scheme has been designed to enable the Indian textile industry to scale up with creation of a modern and integrated textile value chain at one location. It is inspired by the 5F (Farm to Fiber to Factory to Fashion to Foreign) vision of the Hon'ble Prime Minister and is a major step forward in realizing the Government's vision of making India a global hub for textile manufacturing and exports.

PMMITRA will create world class infrastructure with plug and play facilities and help create global champions in the textiles sector. By accommodating the complete value chain of the textile and apparel industry in one location, it will help reduce logistics costs, improve competitiveness and facilitate the development of an international ecosystem required to support industry.

In Tamil Nadu the PM MITRA Park with an area of 1,052 acres (425.72Ha) is proposed to be established at Virudhunagar. The site is located abutting NH-44 (longest NH in India connecting Srinagar – Kanyakumari) near Madurai airport (50 km) and Tuticorin port (100 km). There are two inland container Depots (ICDs) at Madurai and Tuticorin.

The park will be developed with an investment of ₹1894 crore with world class facilities and trunk Infrastructure including secured fencing, road & storm water drainage, cross drainage, water supply system, effluent & sewage collection and recycling, power/electrical supply with 230 KVA substation, underground cable ducts, street lights, Integrated Control and Command Centre, CCTV surveillance, IoT, SCADA monitored utilities, CETP,STP, Solar Plant, Plug & Play Units and Centralized Steam Boiler, plantation and other amenities. The Park will also have support infrastructure including Common Testing Facilities (CTF), Skill Development Centre, Residential Towers, Training Centre, Hostel facility for workers, hospital and Day care centre.

State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) has been designated as the agency for implementing the PM MITRA in Virudhunagar, Tamil Nadu.

SIPCOT has in existence, a well-defined procedure for allotment of the land, fixing of pricing and charges (hence called SIPCOT Rules and which is placed at Annexure I) to govern the allocation, leasing, transfer, and development of **industrial land and buildings**. The SIPCOT Rules *except when adapted or modified in the following paragraphs*, will govern the allocation, leasing, transfer and development of industrial land and buildings in the proposed PM MITRA Park at Virudhunagar, Tamil Nadu. In the event where the current policy lacks specific provisions on any matter or where this policy's provisions are in conflict with the prevailing SIPCOT Rules the matter shall be raised to the Board of Directors, PM MITRA Park Ltd, Tamil Nadu, whose decision shall be final in the matter.

### ***Objective of the Current Policy***

- a. To set up a decision-making framework for land allotment in the Park.
- b. To ensure transparency, flexibility, effective ease of doing business, expeditious and transparent allocation of land owned by PM MITRA Park Tamil Nadu Limited.
- c. To undertake the management and planning of land resource of PM MITRA Park Tamil Nadu Limited under the overall guidelines of the PM MITRA Parks Scheme.
- d. To enable and encourage investors and entrepreneurs to establish units and commence commercial operations as early as possible.
- e. To ensure appropriate safeguards to discourage practices such as prolonged holding of land, delays in investment and speculative arbitrage in land valuation ensuring that land is optimally utilized for genuine industrial development within the PM MITRA Park Virudhunagar, Tamil Nadu.

### ***Scope***

- a. The scope of this policy is limited to allotment, management and cancellation of industrial plots located within the PM MITRA Park, Tamil Nadu only.
- b. Detailed guidelines for allotment of other categories of land in PM MITRA Park- residential, commercial, warehousing, logistics etc. shall be separately issued.

## **2. PRE-ALLOTMENT**

### ***Master Plan and Layout***

The allotment of industrial land shall be based on the approved land use as defined and laid out in the approved Master Plan and layout as approved by the Board of Directors of the PM MITRA Park Ltd., Tamil Nadu. This will ensure a balanced and proportionate mix of land use, inviting investors across industrial including MSME, commercial, residential, logistics, social infrastructure etc. and provide for an integrated development of the Park.

### ***Price Fixation and Plot Pricing***

A competitive industrial land price shall be approved by the Board of Directors (BOD) of PM MITRA Park Tamil Nadu Limited. The Board shall endeavor to fix the prices such as to make the Park an attractive investment destination and thereby render the units in the Park globally competitive. The rates, as determined and approved by the Board of Directors of PM MITRA Park Limited, shall remain the same until revised by the Board.

### ***Land Allotment Terms and Charges for Allottees***

- i. The period of lease shall be for a maximum of 99 years for land and 45 years for buildings.
- ii. The lease period can be renewed by the Competent Authority before the expiry of the lease period of the land allotted to the industrial units in continuous operation.
- iii. At the request and cost of the Allottee, at the end of the 99 years term, the competent authority may execute a new lease deed on terms and conditions as are per the extant prevailing policy.
- iv. In case the Allottee does not opt for renewal at the expiry of 99 years lease period, the Allottee shall peacefully quit the allotted plot and deliver vacant possession after removing the factory building, structures and fixtures without damaging the common amenities within a stipulated time. The Allottee shall not claim any refund of any charges whatsoever.

## **3. ALLOTMENT**

### ***Allotment Method***

A transparent allotment method will be adopted for industrial plots based on the land use earmarked in the park layout. An objective criteria-based allotment method for industrial

plots will be followed to ensure transparency, affordability and accessibility thereby ensuring the 5F vision of the park. Allotment shall be strictly proportionate to the applicant's requirements as assessed by the relevant Committee and the applicant's demonstrated operational and investment requirements, thereby ensuring optimal and appropriate utilization of land. The Board of Directors of the SPV may review and update the methods of allotment of land from time to time.

Given the vision of the PM MITRA Park only Textile and Garment Value Chain and associated industries will be allowed to apply for land in the Park. Industrial clusters of inter-connected businesses, ancillaries, suppliers and associated institutions concerning textile and garment value chain industries including *inter alia* fiber processing, spinning, knitting, weaving, non-woven fabrics, wet processing, printing, finishing, cutting/sewing, apparel, madeups, technical textiles and related activities, including manufacturing, processing, design and product development, testing, training, innovation and other allied infrastructure shall be permitted. A non-exhaustive list of permitted activities is at Annexure II.

### ***Application Requirements***

Application requirements shall be as per SIPCOT land allotment and operational rules as defined in the SIPCOT Rules wherein eligible applicants will apply through the dedicated portal of SIPCOT (<https://sipcotweb.tn.gov.in>). The following records of the applicant but not limited to, shall be attached along with the application form (Annexure III) -

- i. Complete Land Application with fees
- ii. Product category and type to be clearly mentioned (such as ginning, spinning, weaving, garmenting, composite, stand alone, integrated etc.)
- iii. Total Project Investment
- iv. Employment Generation
- v. Complete project details with DPR, proposed layout etc.
- vi. Project Report for expansion (if adjoining property)
- vii. PAN, Aadhar, GSTN
- viii. Registration documents (LLP, MoA, AoA, Partnership)
- ix. IEM Part-A & Udhyam Registration
- x. Board Resolution & Authorization
- xi. FDI approval documents (if applicable)

- xii. Shareholding pattern (CA/CPA certified)
- xiii. PERT Chart for timeline

Template containing the above heads is to be uploaded as a single file. All documents should be signed by the Authorized Signatory of the applicant.

### ***Application and Allotment Process***

The following process shall be undertaken for processing of applications for land allotment. An allotment cycle with defined timelines shall be drawn up as per Annexure IV and transparently publicized nationally through various modes.

1. The PM MITRA Park Tamil Nadu Limited will advertise the park layout or the layout of the area being opened for application in a cycle and receive applications online along with initial deposit @ ₹50,000/- per acre which will be adjusted in the final plot cost payable. A non-refundable application fee for all the units shall be applicable @₹10,000/- plus GST.
2. All submitted applications will be placed before the Land Allotment committee (LAC) for Scrutiny. This committee will verify the completeness and authenticity of the applications and assess each proposal based on criterion detailed which shall include *inter alia* the capacity of the investor, the quantum of investment, employment generation, water requirement, expansion/ diversification, turnover, sustainability initiatives, new technology or innovations proposed, FDI component proposed, exports envisaged and appropriate quantity of land needed for the purpose. A detailed presentation by the applicant before the Land Allotment Committee over the project will be done by the applicant through video conferencing on the date intimated through mail. A table indicating the objective selection criterion is at Annexure V.
3. The LAC will prepare a detailed scrutiny report which will include observations and recommendations for each application.
4. The LAC will take a decision on the allotment of land.
5. The decision of the LAC will then be put up to the Board of Directors of the SPV, for information, if the size of the allotted plot is less than 20 Ha and, for concurrence, if the size of the plot allotted is equal to or greater than 20 Ha.
6. A Letter of Intent (LoI) shall be issued after the information/ concurrence of the Board as the case may be.

7. Upon issue of Lol, the unit will be liable to submit the acceptance of allotment within 7 days from the date of issue of Letter of Intent (Lol).
8. The balance amount shall be payable within 60 days of the issue of Letter of Intent (Lol) without interest and thereafter for another 30 days along with simple interest at the rate of 10 percent per annum. No extension on any grounds whatsoever can be considered thereafter.
9. Letter of Allotment (LoA) shall be issued only on deposit of full amount including the following charges to be paid—

<b>S.No.</b>	<b>Particular</b>	<b>Charges</b>
1	Land Premium	One time, as prevalent and approved
2	Development Charges	Onetime, as per cost of development
3	Lease Rent	One time, ₹ 100/- per allotment
4	Maintenance Charges	₹ 2900 +GST per acre per month or as revised time-to-time
5	Caution Deposit	For first year One time, 5% of prevailing plot cost - refundable on fulfilment of commitment
6	Additional Caution Deposit	One time, 5% of prevailing plot cost - refundable on fulfilment of commitment*
7	GST	18 percent on applicable charges only

*\*Additional Caution deposit is collected from the allottee, when multiple applications received for same plot when the allotment is made based on the commitment provided in the application.*

10. In case of receipt of application for cancellation of land allotment (post issuance of the Lol) the initial deposit will be forfeited, and cancellation order will be issued.
11. Execution of Lease Deed: Post payment of entire amount as above the lease deed shall be registered within 30 days. Based on the merits of the case, extension for another 30 days shall be accorded by levying a penalty at 0.5% of the prevailing plot cost. The possession of the land shall be handed over within 15 working days after execution of lease deed. The lease deed shall be a bipartite agreement between the park SPV and Lessee.

### **Composition and Roles of LAC**

A Land Allotment Committee (LAC) will be constituted to scrutinize the applications based on objective criterion (including capacity of the investor, the quantum of investment,

employment generation, water requirement etc. as per the criteria set in application process) and allotment of land. The LAC shall scrutinize the land applications as per the objective criterion defined above and will be constituted as follows:

- a. Managing Director, PM MITRA Park Tamil Nadu Limited (Chairperson)
- b. Director, PM MITRA Park Tamil Nadu Limited (Managing Director, SIPCOT)
- c. CEO NICDIC (PMA for PM MITRA Parks) or a representative nominated by him not below the level of a General Manager
- d. Executive Director
- e. District Revenue Officer, Land Acquisition, SIPCOT
- f. General Manager, Projects, SIPCOT
- g. Environmental Expert, SIPCOT

The committee may seek the advice of any Subject Matter Expert to assist it in its decision if needed.

*The SPV may nominate any additional members to the LAC or exercise oversight through any other oversight mechanism it deems appropriate.*

#### **4. OPERATIONAL**

##### ***Changes in Shareholding and Management***

Changes in shareholding and management shall be governed by prevailing SIPCOT land allotment and operational rules in the SIPCOT Rules

Provided that no changes in shareholding under any category whatsoever shall be permitted without:

- a) the approval of the Board of Directors of the SPV **and**
- b) unless the plot has reached a Minimum Utilization (Minimum Utilization of 50% of land use and 75% of investment evaluated on the basis of the original DPR submitted at the time of application for plot allotment) and commenced commercial production.
- c) Subject to payment of 10% of the differential land cost, if the allottee functions for more than 5 years and at 20% of the differential land cost if the allottee functions for less than or equal to 5 years along with processing fee of ₹ 15,000/- plus GST in the case of change in management where the change in shareholding equal to or more than 50% of the original shareholding.

- d) On such approval, a modified lease deed shall be executed within the permitted period as per the prevailing SIPCOT land allotment and operational rules.

### ***Transfer of Land and Sub-leasing***

Transfer of allotted land shall be restricted. Automatic transfers of fully utilized portions of land shall be permitted after commencement of full commercial production (as evaluated vis-à-vis DPR submitted at the time of plot allotment). No vacant areas or sub plots shall be allowed to be transferred at any time.

In exceptional circumstances, transfer can also be considered after

- a) the approval of the Board of Directors of the SPV **and**
- b) only if the plot has reached a Minimum Utilization (Minimum Utilization of 50% of land use and 75% of investment evaluated on the basis of the original DPR submitted at the time of application for plot allotment) and commenced commercial production.
- c) Subject to payment of 10 percent of the differential land cost, if the allottee functions for more than 5 years and at 20 percent of the differential land cost if the allottee functions for less than or equal to 5 years along with processing fee of ₹15,000/- plus GST in the case of transfer of leasehold rights of the allotted plot where the shareholders of the transferor unit holds less than 50% of the original shareholding in the transferee company.

Sub-leasing of built-up area only may be permitted by the Managing Director of the SPV as per the prevailing SIPCOT land allotment and operational rules to a group unit, group company, ancillary unit or third party subject to:

- a) approval of the Managing Director of the SPV
- b) only for the permitted activities in the park.
- c) In cases of third-party sub-lease within the premises of an industry, the third party must be an existing or proposed vendor unit, essential to the operations of the mother unit, providing, or undertaking to provide within 3 years at least 60% of their sales, supplies, or services to the mother unit,
- d) Provided further that not more than 25% of the built-up area allotted to any unit shall be

allowed to be subleased to any other entity or unit.

The subleasing charges for the built-up area shall be 0.5% of the prevailing plot cost subject to a ceiling of ₹ 1 per sq.ft per month in respect of Group companies and shall be 1% of the prevailing plot cost restricted to ₹ 2 per sq.ft per month for Third parties.

Subleasing permission shall be accorded initially for a period of 5 years and shall be extendable for every three years. Sub leasing charges shall be double for the subleasing period exceeding 5 years.

No sub-leasing of land shall be allowed.

### ***Plot Reservation and amalgamation***

It shall be incumbent on every allottee/ lessee to acquire the possession of the land/building and execute the project within the given time as per the investment, employment and other details provided in the original DPR. For this purpose, it shall be necessary to fully utilize the land, including built-up area, if any and ensure setting up the plant according to the application/project within prescribed timelines.

As per the prevailing SIPCOT land allotment and operational rules, the Allottee must implement the project and commence commercial production by utilizing at least 50% of the allotted plot within 36 months from the date of registration of lease deed. For extension of time to implement the project, based on the request of the Allottee 12 months shall be accorded by forfeiting the caution deposit remitted by the allottee and by obtaining Bank guarantee for a value of 15% of the prevailing plot cost. Based on the merits of the case, further 12 months extension of time shall be accorded for implementation of the project by invoking the Bank Guarantee. The competent authority for grant of extensions shall be the Land allotment authority- LAC or BOD as the case may be.

The project will be monitored on a quarterly basis by the MD, SIPCOT, in accordance with the PERT chart submitted by the unit. Any non-compliance or deviation will be duly recorded, and the unit shall be issued regular reminders to ensure adherence to the same. In case of non-adherence to the committed time-lines as per the PERT chart, extension of plot reservation period may not be granted.

### ***Grievance Redressal***

Managing Director of SIPCOT shall be the first appellate authority for any grievance pertaining to allotment of plots, cancellation due to violation of terms of lease or non-payment of dues or any other reason. The allottee will also have the right for second appeal before the Managing Director, PM MITRA Park Ltd., Tamil Nadu (Secretary, Industries, Investment Promotion & Commerce (IIP&C) Department, Government of Tamil Nadu). The third and final appeal can be placed before the Board of Directors of the SPV.

## **5. EXIT**

### ***Allotment Cancellation and Restoration***

In the event of any unit not having been able to enter into commercial production even after the period as described in Section 4 of this document (including period of extension, if any provided), the lease deed shall be cancelled and the remaining land (along with the access road) and/or building resumed back to SIPCOT under the provisions of Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act, 1975. A formal cancellation order shall be issued by the Managing Director, SIPCOT Ltd. Tamil Nadu with intimation to the Board of Directors of the SPV.

### ***Refunds and Charges***

The Allottee, may surrender the allotted plot or part thereof by executing/registering the surrender deed as per existing SIPCOT Rules In case of any existing mortgage of the allotted plot to whom NoC was given by the SPV, allottee shall produce a "No Objection Certificate" from the concerned banks/financial institutions.

On such a surrender, the allottee shall be eligible for a refund equal to the amount remitted with a deduction of 5% of the total amount remitted, proportionate to the extent surrendered, if the surrender deed is signed within 3 years of the signing of the original lease deed. A deduction of 10% of the total amount remitted, proportionate to the extent surrendered, if the surrender deed is signed after 3 years and less than 5 years of the signing of the original lease deed. No surrender shall be permitted after 5 years of the signing of the original lease deed.

No compensation for improvement of building or other structures erected in the plot shall be made. No application for surrender shall be considered unless the lessee has paid the full amount and executed the lease deed.

# Annexures

## Annexure I: SIPCOT Rules

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# SIPCOT

## LAND ALLOTMENT AND OPERATIONAL RULES

SIPCOT has transformed its business facilitation services, with an increased focus on enhancing the ease of doing business for investors interested in SIPCOT Industrial Parks. A user-friendly SIPCOT portal and GIS database will provide information about various industrial parks and land availability to investors. The online land allotment application portal offers seamless and transparent experience for applicants.

### **Short title, commencement and effect**

- (i) These rules shall be called the SIPCOT Land Allotment and Operational Rules, 2025.
- (ii) Under these rules, process and documents concerning to allotment of land and building, operation and management in industrial parks for industrial purpose, commercial purpose, housing, services, amenities purpose and ancillary purpose of industry have been determined.
- (iii) The process of allotment of industrial areas/industrial buildings to be developed under Public Private Partnership (PPP), buildings to be constructed for plug and play and commercial buildings shall not be governed under these rules.
- (iv) These rules are the compendium of the office orders/ circulars which are in force on the date of issue.

### **Definitions**

**“Allotment”** means allotment of plot for establishment of Industrial/Commercial/Housing/Service unit etc., as prescribed in the Allotment Order.

**“Allotment Order”** means the order issued by the LESSOR confirming the allotment of plot, with specific terms and conditions along with the amendments made thereto prior to execution of the Lease Deed.

**“Allottee”** means an individual or person including a group of individuals under Indian Partnership Act of 1932 or a company registered under the Companies Act 1956/2013 or Limited Liability Partnership Act of 2008, or Co-operative Institution, or a body incorporated under any Act of Indian Law, established for the purpose of setting up of Industrial/Commercial/Housing/Service unit etc., to whom any plot has been allotted by the LESSOR.

**“Caution Deposit”** means the interest free deposit that shall be refunded if the Allottee implements the project within the stipulated time period as per the Allotment Order. In respect of Mega Projects, i.e investment of more than Rs.500 crores and entered into MoU with Govt., this clause is not applicable.

**“Change in Constitution”** means change in legal status of the Allottee.

**“Change in Management”** means, (a) change in the proprietorship of the concern; (b) the change in shareholding pattern due to induction of new partners/share-holders and where more than 50% of the shareholding is transferred to the new members resulting in total change or substantial change in ownership of the existing Allottee; (c) transfer of leasehold rights of the allotted plot, wherein the original promoters hold less than 50% shares in the transferee entity.

**“Competent Authority”** means any Department or Agency of the Government, Corporation, Board, Local Body or other authority established by the Government which are entrusted with the powers or responsibilities, inter alia, to grant or issue clearances/approvals.

**“Force Majeure”** means an event beyond the control of the LESSEE including but not limited to war, riot, national emergency, disruption on site, any natural disaster like flood, earthquake, tsunami, any pandemic and other natural calamities for any reason not attributable to the LESSEE due to which the LESSEE is unable to carry on its operations from the Plot including but not limited to delays in securing approvals and permits, including their renewals thereof.

**“Implementation”** means the condition where the unit has commenced commercial production/operation within the stipulated time as specified in the allotment order/lease deed or within the permitted extension time and also complying with 50% plot utilization.

**“Industrial Park”** means an area developed primarily for establishment of manufacturing industries and/or service sector industries and having basic infrastructural facilities like roads, water storage and distribution infrastructure, storm water drainage, street lights and such other facilities/support services as may be required. Wherever, the word “Industrial Park” is indicated, it also means Industrial Complexes, Industrial Growth Centers, SEZs, IT Parks, Industrial Development Areas as the case may be.

**“Lessor”** means State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT) represented by its Project Officer, SIPCOT Industrial Park is referred to as the LESSOR. The LESSOR proposes to allot the plot on a long lease of 99 years in as much as it is felt that the characteristics and homogeneity of the Industrial Park should not be altered with or tampered.

The LESSOR shall have control over the common amenities and facilities such as roads, street lighting, water supply system and sanitation, drainage, common buildings, avenue plants, parks etc., intends to make available these facilities to the LESSEE as well as other Allottees in a reasonable and equitable manner

**“Lessee”** means an individual or person including a group of individuals under Indian Partnership Act of 1932 or a company registered under the Companies Act 1956/2013 or Limited Liability Partnership Act of 2008, or Co-operative Institution, or a body incorporated under any Act of Indian Law, established for the purpose of setting up of Industrial/Commercial/Housing/Service unit etc., to whom any plot has been allotted by the LESSOR.

**“Participatory Infrastructure Development Programme”** means the infrastructure development programme jointly undertaken by LESSOR and Allottees/Association of Allottees for an Industrial Park which will be limited to infrastructure facilities of the Industrial Park viz., road, water supply, drainage, sewerage, electricity and amenity buildings etc. For projects identified under this scheme, the LESSOR shall meet out the project cost upfront and the proportionate project cost shall be recovered from the Allottees/Association of Allottees of the concerned Industrial Park, as per the prevailing policy of LESSOR.

**“Plot”** means the demarcated land parcel within the Industrial Park provided with basic infrastructure facilities for the purpose of allotment

**“Plot Cost”** means the amount paid by the LESSEE towards the usage of land along with infrastructure facilities provided by the LESSOR.

**“Plot Utilization”** means the extent of the allotted plot covered with built-up space comprising of factory building/shed, covered utility/storage area, internal roads and minimum setback/parking space as per Tamil Nadu Combined Development and Building Rules, 2019 (TNCD&B) Rules, 2019 besides minimum greenery requirement as per Tamil Nadu Pollution Control Board (TNPCB) consent order and as per the prevailing policy of LESSOR.

**“Plug and Play Facility”** means a facility where built-up space is leased out for industrial or ancillary activities as per the prevailing policy of LESSOR.

**“Project Officer”** means an officer who has been designated as project officer by LESSOR, deployed at the project office of the Industrial Park and performs tasks assigned by the LESSOR.

**“Transfer Fee”** means the amount to be paid by the LESSEE, towards Change in Management/Transfer of Leasehold rights in respect of the allotted plot.

**“Transfer of Leasehold Rights”** means transfer of lease hold rights of the allotted plot to another legal entity or to a newly formed legal entity resulting from the change in constitution of the Allottee

## **1.1 Uploading of Plots in the Portal**

On obtaining Environmental Clearance and DTCP Layout approval for the Industrial park, plots will be uploaded in the SIPCOT portal. Application shall be processed in a cyclical manner.

## **Application Process:**

### **1. Application Submission:**

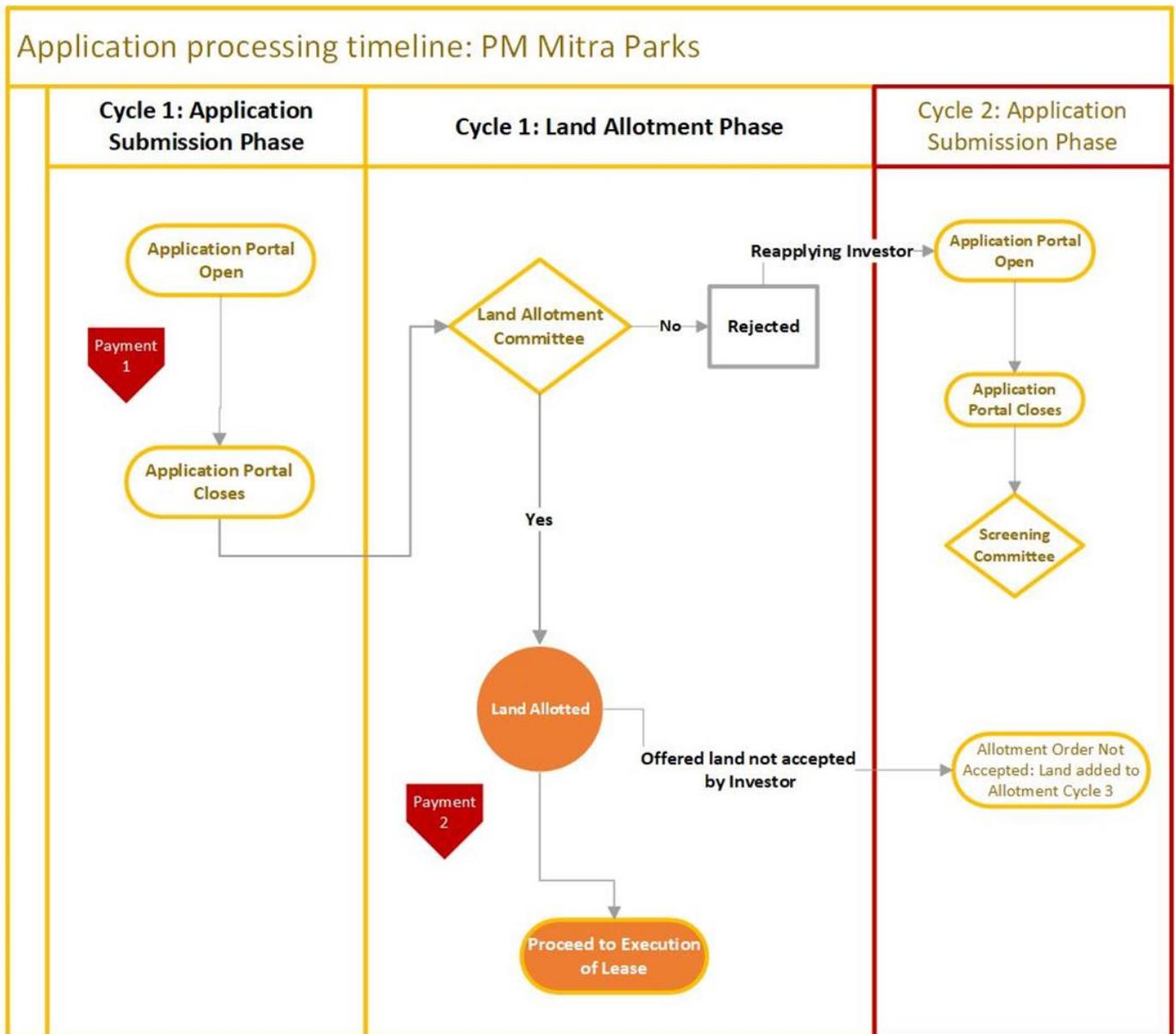
- The process starts when the applicant applies the plot in the portal for allotment and after the receipt of applications Payment 1 (Initial Deposit and Processing Fee).
- The plots will be frozen in the portal for which applications have been received, before the land allotment committee meeting.
- The remaining plots will be available in the portal for new applications.
- Plots considered by the Allotment Committee will automatically freezes in the portal and plots not considered for the allotment by the committee will be unfreezes in the portal.
- Once the Allotment Committee meeting is completed, the plots considered by the committee will be allotted by issuing allotment order.
- The unallotted plots will be made available in the portal for allotment.
- Submission of Application in online is continuous for the plot available in the portal.

**2. The Land Allotment Committee** reviews the submitted applications.

**3. Approved Applications:** If approved, the land is formally **allotted**. The investor then makes **Payment 2**, (plot cost as mentioned in the allotment order) and the process moves to the **Execution of Lease deed**.

**4. Unaccepted Offer:** If an investor is allotted land but **does not accept** the offer, that land is rolled over and added to **Allotment in the portal**.

### **Application Process – Flowchart:**



## 1.2 Apply Online for Land allotment

- The applicant has to visit the SIPCOT website (<https://sipcotweb.tn.gov.in/>) click on the “Application for plots” in the Home page. Then the applicant has to complete the registration and login process.
- Once the applicant logs in, he/she has to fill and submit the application form, upload the requisite documents, as per checklist provided below and make the payment online.
  - Brief Project Report covering the following details:
    - Background of promoters including previous experience
    - Manufacturing process
    - Major raw materials

- End use of finished products

ii. Company/Firm Registration Documents:

- Certificate of Incorporation and Memorandum & Articles of Association (for Private/Public Limited or Joint Sector Companies) OR
- Partnership Deed and Firm's Registration Certificate (for Partnership Firms)
- GST certificate.

iii. Environmental Clearances:

- Copies of Consent to Establish and Consent to Operate (if available) obtained from Tamil Nadu Pollution Control Board (TNPCB)

iv. Site Plan:

Rough building layout indicating factory, office, godown, open space, and provisions for future expansion

v. Financial Proofs:

- Proof of Term Loan sanction (if available)

vi. Financial Statements:

- Latest Annual Report or Profit & Loss Account for the last three years (applicable for existing companies/firms)

vii. Company Structure:

- List of Directors/Partners and Shareholders along with shareholding pattern, duly certified by a Chartered Accountant
- For foreign companies, certification should be done by a Certified Public Accountant (CPA)

c. The Land cost incentive at the rate of 10% of land cost in "A & B" Districts and 50% of land cost in "C" Districts is enumerated as per Annexure I - Circular No. 40/2021, dated 12.04.2021

d. The Land cost subsidy at the rate of 20% of land cost in the SIPCOT "Aero space Park" as per Tamil Nadu Aerospace and Defence Industrial Policy, 2022 enumerated in Annexure II - O.O. No. 03/ 2023, dated 19.01.2023.

### **1.3 Payment details for land allotment**

- a. **Initial Deposit:** Rs.1,00,000/- per acre for SIPCOT Industrial Parks in A & B districts and Rs.50,000/- per acre for SIPCOT Industrial Park in C districts. The initial deposit amount will be adjusted in the plot cost payable. It shall be refunded if the application is closed. (as per Annexure III - O.O. No. 30/ 2021 – dated 30.03.2021)
- b. **Processing fee (non-refundable):** Rs.10,000/- +GST @18%

#### **1.4 Application Scrutiny**

The applications received through online with the required documents will be scrutinized by the dealing officers of Projects Department concerned and raise queries / additional documents, if any, required from the applicant through e-mail / SMS. The applicant has to respond to the queries through e-mail.

#### **1.5 Allotment Committee Meeting**

- a. The applications received (as per Annexure IV – Application Form) for allotment of land will be placed before the Allotment Committee consisting of the following members formed for purpose:
  - i. Managing Director, SIPCOT - Chairman
  - ii. Executive Director, SIPCOT
  - iii. General Manager, Projects
  - iv. Deputy General Manager, Projects
  - v. Assistant General Manager, Projects
  - vi. Consultant Environment
  - vii. Experts in the respective field, if need arises
- b. The committee meeting will be conducted through Video Conference. The Date and Time of the Allotment Committee Meeting will be communicated to the applicants through e-mail / RPAD. In case of postponement of Allotment Committee Meeting, the same will be intimated to the applicant through e-mail.
- c. The applicant has to confirm their attendance to the date of the meeting. If the applicant

is not available to attend the meeting, they have to communicate the same to SIPCOT through e-mail and request for an alternate date.

- d. The meeting has to be attended by M.D./ Partner/ Proprietor of the applicant Company/ Firm/ Concern or their authorized representatives.
- e. The Applicant should present their project details briefly to the members of the Allotment Committee at the Meeting and clarify the queries raised by the members on the proposed project.
- f. The Allotment Committee assesses the application based on an objective evaluation criterion (Annexure V – Evaluation Criteria, O.O.No. 5/ 2023, dated 30.01.2023), if more than one application is received for a particular plot.

#### **1.6 Plot Allotment**

- a. The decision on the allotment of plots by way of allotment order or closure / rejection of application shall be communicated within 60 days from the date of application.
- b. In case of Closure/ rejection of the application, refund of initial deposit will be made to their bank details given in the application.
- c. The allotment order is issued to the Company / Firm / Proprietary concern consisting of the Directors / Partners / Proprietor / Shareholders given in the application.
- d. Acceptance of the allotment order shall be submitted by the applicant within a maximum period of 07 days from the date of allotment order. The Allottee shall submit the acceptance copy of the allotment order along with the declaration that the prevailing office orders/circulars related to allotment as published in the SIPCOT website, have been read with and are accepted. In case it is not received by SIPCOT within the stipulated time, the allotment shall stand automatically cancelled and initial deposit paid for the extent allotted shall be forfeited.
- e. The Allotment order and lease deed for “A & B” Category districts and “C” Category districts as per Tamil Nadu Industrial Policy 2021 as prescribed in (Annexure VI - Circular no. 23/ 2024, dated 10.06.2024).

## 1.7 Payment of plot cost

- a. The Allottees must pay the plot cost within 30 days from the date of allotment order. Based on the merits of the case, 30 days extension of time for payment of plot cost without interest and another 30 days with interest @12% per annum is provided. (as per Annexure VII - O.O. No. 12/2024, dated 10.06.2024)
- b. The Allottee shall pay Caution Deposit @ 5% of the plot cost which shall be interest free and refunded if the allottee implements the project within the stipulated time, as per the Allotment order/ Lease deed. However, for Mega Projects i.e., Investment of more than Rs. 500 Crore and entered into MoU with Government of Tamil Nadu, this condition shall not be applicable.
- c. The Allottee shall pay additional Caution deposit @ 5% of the plot cost in case of more than one application received for the same plot, which shall be interest free and refunded if the allottee implements the project within the stipulated time, as per the Allotment order/ Lease deed.
- d. The Allottee shall pay a sum of Rs. 100/- towards 100% of the annual lease rent in case of more than one application received for the same plot in advance. The Annual lease rent is computed at Re. One Per year for 98 years and Rs. 2/- for the 99th year.
- e. In respect of Ethanol Manufacturing plant – option to remit 50% of the amount payable for the plot upfront as down payment, payment of balance 50% in 4 equal installments within 12 months along with interest (as per Annexure VIII - O.O. No. 01/ 2023, dated 03.01.2023).

## 1.8 Other Payment details

- a. **Annual lease rent:** The Allottee shall pay a sum of Rs.100/- (Rupees One hundred only) towards 100% of the annual lease rent in advance. The annual lease rent is computed at Re. One per year for 98 years and Rs.2/- for the 99th year.
- b. **Water supply charges:** The Allottee shall execute an agreement for water supply at the time of taking possession of the plot and comply with all terms and conditions of the agreement. The Allottee shall pay water charges at the rate fixed by SIPCOT from time to time abiding by the terms of water supply agreement executed.
- c. **Annual Maintenance Charges:** Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned among the Allottees in the Industrial Park as per the prevailing policy. The Allottee shall pay the same without any

demur within the period prescribed. Non-payment on due date will automatically entail an interest of 12% per annum or such other rate as may be prescribed from time to time.

- d. **Additional development Charges:** In the event of SIPCOT taking up any additional development facilities and/or in case of escalation in cost of development works in future, SIPCOT shall apportion such expenses among the Allottees of the Industrial Park on pro-rata basis. In such an event SIPCOT reserves the right to claim such apportioned expenses and the Allottee shall pay the same without any demur, within thirty (30) days from the date of issue of demand notice by SIPCOT.
- e. **Participatory Infrastructure Development Programme:** The Participatory Infrastructure Development Programme is a scheme for upgradation of existing infrastructure and provision of support infrastructure facilities for the respective Industrial Park at the request of the Allottees/Association of Allottees in the Industrial Park. In the event of taking up of any such project under PIDP scheme by SIPCOT, the Allottee shall pay proportionate amount of 50% of the project cost as per the prevailing policy.
- f. The Allottee shall pay all existing and future rates and taxes, charges, claims and assessments, chargeable against the Allottee or arising out of the acts of the Allottee in usage of the allotted plot and any building erected thereon and/or services received.
- g. **Power supply Charges:** The Allottee shall bear all expenses in connection with the drawing of power from the main lines to the plot for the supply of electricity and/or any other support infrastructure facilities.
- h. The Allottee shall obtain prior approval from SIPCOT in the following aspects and shall pay applicable charges as per the prevailing policy of SIPCOT:
  - a) Change in Constitution of the Allottee
  - b) Change in Management of the Allottee
  - c) Transfer of Leasehold rights either in whole or in part
- k. Approval for permission of laying City gas distribution lines at SIPCOT Industrial Parks shall be subject to payment of restoration charges and track rent as per Annexure IX - Circular No. 33/ 2022, dated 02.06.2022
- l. Approval for permission to use SIPCOT Road/ Land as per access to the Industries/ Residents located outside SIPCOT Industrial Park as per Annexure IX – Circular No. 33/ 2022, dated 02.06.2022

All payments shall be made ONLY through SIPCOT online portal and website: (<https://sipcotweb.tn.gov.in/>). Payments made directly into SIPCOT - Project Office/Head

Office's Bank Account will not be considered as payment and will not be matched with the outstanding receivable from the Allottee.

### **1.9 Registration of Lease deed**

- a. The lease shall be for a period of 99 years
- b. The Lease Deed shall be executed in two counterparts. The LESSOR shall hold the registered lease deed, on which full stamp duty has been paid, in its safe custody and other copy of registered lease deed shall be held by the LESSEE.
- c. In case of request for cancellation of Allotment order, before registration of lease deed and on payment of plot cost, initial deposit remitted by the applicant will be forfeited and the remaining plot cost remitted will be refunded.
- c. Time period for execution/ registration of the Lease Deed by the Allottee is 45 days from the date of receipt of entire plot cost and compliance of specific conditions of Allotment Order.
- d. Extension of time for execution/registration of Lease Deed shall be considered on merits of the case subject to a penalty of 0.5% of the prevailing plot cost for each extension of 30 days. (as per Annexure X - O.O.No. 21/2022, dated 08.07.2022)
- e. Handing over/taking over possession of plot in the prescribed format (as per Annexure XI - circular no. 35/ 2021, dated 31.03.2021) duly mentioning the exact area/Survey No. shall be signed by the Allottee and the Project Officer, within 15 days from the date of execution/registration of Lease Deed, against the current policy of 30 days.
- f. Mere change in the name of the company and/ or also conversion of the company from Public limited to private limited and vice versa without change in management is permitted to execute/ register an affidavit instead of modified lease deed as per Annexure XII - O.O. No. 06/ 2022, dated 04.04.2022.

### **1.10. Implementation of Project**

- a. **Project Implementation Timeline and Minimum Utilisation Requirement:** The allottee must implement the project and commence commercial production by utilising atleast 50% of the allotted plot within 36 months from the date of registration of lease deed for the purpose for which plot allotted. The Method of plot utilisation as per Annexure XIII - O.O. No. 45/ 2021, dated 23.04.2021.
- b. **Collection and Refund of Caution Deposit:** SIPCOT shall collect a caution deposit of 5% of the plot cost along with the upfront payment at the time of allotment. If the Allottee implements the project with minimum 50% plot utilization in 36 months from the date of

allotment or surrenders the plot within 36 months, the caution deposit amount shall be refunded without any interest.

- c. **First Extension – Conditions and Bank Guarantee Requirement:** If the Allottee fails to implement the project with minimum 50% plot utilization (non-commencement of production or commencement of production with less than 50% plot utilization) within 36 months from the date of allotment, a first extension of 12 months shall be granted by forfeiting the caution deposit. Further, the Allottee shall submit a Bank Guarantee (B.G.) for an amount of 15% of the prevailing plot cost with validity of one year from the date of submission of B.G. to SIPCOT, within 30 days from the date of approval of first extension. If the Allottee fails to submit the B.G. within the prescribed time limit, the approved extension shall be cancelled and the unutilized extent (entire extent in case of non-commencement of production or remaining extent in case of commencement of production with less than 50% plot utilization) shall be resumed under The Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act (TNPPE Act), 1975 unless the Allottee surrenders the same.
- d. **Minimum 50% Utilisation within 48 Month:** If Implemented with 50% utilisation within 48 months the BG shall be void.
- e. **Second Extension – Conditions Based on Project Progress:** If at the end of the approved first extension period (48 months from the date of allotment), the Allottee fails to achieve 50% plot utilization but,
  - i. **Substantial Construction Progress Without Production:** There is substantial progress in construction work without commencement of production, the B.G. shall be encashed and another extension for a period of 12 months is granted, unless the Allottee surrenders the same. If the Allottee surrenders, B.G. shall be void. In case the Allottee wants to retain a part of the plot, the B.G. shall be encashed and proportionate amount for the surrendered extent shall be refunded.
  - ii. **Commencement of Production with Less than 50% Utilisation:** If the allottee commences production with less than 50% plot utilization, the B.G. shall be encashed and another extension for a period of 12 months is granted for utilization of the remaining extent, unless the Allottee surrenders the same. If the Allottee surrenders the remaining extent, the B.G. shall be void.
  - iii. **No Substantial Progress in Implementation:** If there is no substantial progress and the allottee fails to implement the project in any extent of the plot, the B.G. shall be void and the entire plot shall be resumed under TNPPE Act, unless the Allottee surrenders the same.

- f. **Plot Resumption:** If at the end of total approved extension period of 24 months, the Allottee implements the project with less than 50% plot utilization, the unutilized extent shall be resumed under TNPPE Act, unless the Allottee surrenders the same. If the Allottee fails to implement the project in any extent of the plot, the entire plot shall be resumed under TNPPE Act, unless the Allottee surrenders the same (elaborated in Section 1.7)
- g. **Implementation Terms for MoU/G.O. Based Allotments:** All allotments to MoU/G.O. cases shall be made as per the terms and conditions of the MoU/G.O.
- h. **Penalty and Resumption Terms for MoU/G.O. Allotments:** The penalty terms in case of MoU/G.O. allotments shall be as per the conditions applicable for Non-MoU cases, unless specified otherwise in the MoU/G.O. However, the implementation period of **36 months** in case of Non-MoU cases shall be replaced with the **investment period specified in the G.O.** and any instance of resumption of plots or part thereof under **TNPPE Act** shall be enforced with **prior approval of GoTN.**
- i. **Earmarking of Plots for Common Amenities and Facilities:** Plots of size up to 0.5 acres shall be earmarked to set up First Aid Centers, Skill Development centers and other amenities. Right of use to Industry Associations shall be given at free of cost to such plots. (Annexure XIV - O.O. No. 30/ 2020, dated 30.07.2020)
- j. **Implementation Period in Case of Change in Management or Transfer of Leasehold Rights:** The Project Implementation period in respect of change in management/ transfer of lease hold rights of the plot allotted shall be 12 months/ 24 months as per case may be enumerated in the Annexure XV - O.O. No. 30/ 2024, dated 20.12.2024.
- k. **Earmarking of plots for TANGEDCO at free of cost through Gift deed:** SIPCOT shall handover the earmarked land at Free of cost for establishment of subs-station to cater the power need of the SIPCOT Industrial Parks and to execute the gift deed including the lands for which Enter upon permission given to TANGEDCO as per Annexure XVI - O.O. No. 17/ 2024, dated 25.09.2024.

### 1.11. Possession of Plot

The Possession of the plot to the Allottee shall be handed over in “as is where is condition” within 15 days from the date of registration of lease deed as per format – Annexure XVII – Circular No. 55/ 2021, dated 06.05.2021.

## **1.12. Construction and Maintenance**

- a. The Allottee shall construct all the buildings in the allotted plot, in conformity with the bye-laws of the local body and/or development and control regulations, building regulations in force from time to time, environmental laws, as well as any other laws, rules and regulations in force relating to the construction and use of premises.
- b. No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- c. No construction with Katcha or inflammable materials will be permitted on the site allotted.
- d. A setback of not less than 5 metres shall be left open to the sky, within the periphery of the plot on all sides.
- e. The provision of any culvert across common drains must be got approved by SIPCOT
- f. The Allottee should make its own arrangements to drain the rainwater from its plot into the common road drain provided by SIPCOT.
- g. Water lines should be designed in such a way that they are connected to the common lines of the SIPCOT which will serve the plot.
- h. The Allottee shall not sink any well, bore well or tube well within the site allotted except with the prior permission of SIPCOT, subject to the conditions as applicable. If any such well exists already in the plot it shall be closed when SIPCOT supplies water from a common source. If any bore well exists already it shall be kept under the control of SIPCOT.
- i. The Allottee shall not draw water from their own Borewell/open wells/tube wells sunk in private lands adjacent to SIPCOT Industrial Park /Complex/Growth Centre, through pipeline unauthorizedly trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT, penalty shall be levied as per the prevailing policy of SIPCOT and such trespassed water line shall be severed by SIPCOT and the same shall be removed by the Allottee.
- j. The Allottee shall preserve the manholes constructed if any in the 5 metre corridor and raise the same at least 45 cm above the formation level in case the natural ground level is raised by the formation at their own cost with prior intimation and approval from SIPCOT.
- k. The Allottee shall utilize the allotted plot only for the purpose for which it was allotted by the Allottee and for which approvals are granted by the Competent Authorities.

- l. The Allottee shall insure all the fixed assets in the plot and renew the insurance periodically.
- m. During the period of lease the Allottee at their expense will keep the buildings, premises and other structures clean, free from defect and in good condition.

#### **1.13. Environmental Compliance**

- a. The allottee has to make its own arrangements to treat the effluents solid / liquid to the required standards of the competent authorities and to regulate emissions and prevent fire hazards and comply with all the regulations in this regard.
- b. The allottee shall not dump debris or any waste harmful or harmless materials within SIPCOT's premises.
- c. The Allottee shall install a sewage and waste water treatment and recycling plant and take steps to recover and recycle the waste water thereby achieve zero discharge as stipulated by TNPCB, besides adopting suitable measures for rain water harvesting.
- d. The Allottee shall carry out and comply with all conditions stipulated in the statutory approvals/clearances/NOCs obtained from the competent authorities from time to time. In case of non-compliance of the Allottee to such conditions, the same shall be communicated to the competent authorities to take remedial action.
- e. The Allottee shall furnish a copy of TNPCB approval and other statutory clearances / approvals for the proposed project before commencement of construction/production.

#### **1.14. Banking, Mortgage and Loan**

- a. It shall be open to the LESSEE to ask for in writing and the LESSOR to grant a 'No Objection' certificate, with or without conditions, to enable the LESSEE to mortgage its leasehold rights at any time after taking possession for obtaining financial assistance from Financial Institutions and banks for implementing the project in the allotted plot. NOC may also be asked for the projects implemented under the same legal entity of the LESSEE, provided the project in the said plot is implemented. The LESSEE shall not offer the allotted plot as a collateral security to avail loan for other purposes/sister concern etc.
- b. The leasehold rights of the allotted plot shall not be sold or attached and sold in satisfaction of attachment of any debt(s) by the LESSEE and if it so happens or is likely to happen without the knowledge of the LESSOR, the LESSOR shall be entitled to determine the lease and initiate proceedings under the provisions of the TNPPE Act, 1975 or under any Statute for the time being in force for eviction against the LESSEE as

well as for any other mode of recovery in force at that point of time as prescribed by law.

- c. If the LESSEE fails to comply with any of the terms and conditions of the allotment order or of this lease deed, the NOC issued by the LESSOR in favor of the LESSEE for mortgaging the leasehold rights with the Financial Institutions/Banks shall stand cancelled and a copy of the notice shall be communicated to the Financial Institutions/Banks. The Applicant shall submit the application for NoC as per Annexure XVIII - OO. 22/ 2021 dated 17.10.2024

## **1.15. Transfer of leasehold rights and Change in Management**

### **i. Transfer of leasehold rights**

- a. Transfer of allotted plots can be permitted only on implementation of the project with atleast 50% of plot utilisation. The plot is transferred on payment of 10 percent of the differential land cost, if the allottee functions for more than 5 years and at 20 percent of the differential land cost if the allottee functions for less than or equal to 5 years along with processing fee of Rs. 15,000/- plus applicable GST.
- b. Transfer of a unit acquired through bank/financial institution/ official liquidator/ court shall be accorded without any differential land cost, provided the Allottee mortgaged the lease hold rights of the allotted plot by obtaining No objection Certificate.
- c. A modified lease deed shall be registered with the transferee entity to the extent transferred within the permitted period to this effect.

### **ii. Change in Management**

- a. Change in Management of the Allottee Entity due to change in shareholding of more than 50%, approval can be accorded only on implementation of the project with atleast 50% of plot utilisation, subject to payment of 10 percent of the differential land cost, if the allottee functions for more than 5 years and at 20 percent of the differential land cost, if the allottee functions for less than or equal to 5 years along with processing fee of Rs. 15,000/- plus GST.
- b. A modified lease deed shall be registered within the permitted period to this effect.
- c. If any change in the directors/ partners/ shareholders of the Allottee Entity does not result in change in management, such change shall be intimated within 30 days from the date of change and acknowledgement shall be obtained.
- d. If there is any change in the name or the address of the registered office or administrative office, the same should be intimated in writing then and there along with the proof of such change.

- e. In the event of demise, in a proprietorship concern, the legal heir shall intimate the same in writing within 90 days from the date of such an event.
- iii. The applications received (as per Annexure XIX - O.O.21/2024 dated 17.10.2024) through online for approval of Change in Management shall be processed adopting the following procedure and the Project Officers shall intimate the same to their allottees in this regard.
- iv. Wherever there is transfer of shareholding of 50% to the new incumbent, the controlling interest to be determined to arrive differential land cost as per Annexure XX - O.O. No. 24/2022, dated 25.07.2022
- v. Change in Management/ Transfer of leasehold rights in respect of closed units and public limited companies as per Annexure XXI- O.O. No. 52/2021, dated 30.04.2021
- vi. Transfer of leasehold rights of the allotted plots for the balance lease period in favour of auction purchasers of Asset Reconstruction Companies (ARCs)/ Banks/ Entities as per Annexure XXII - O.O. No. 14/ 2022, dated 20.05.2022.
- vii. Change in Management/ Transfer of leasehold rights for vacant land shall not be permitted.

#### **1.16. Sub-leasing**

- a. The Allottee can sublease their built-up area for permitted industrial activity, for a period of five years and renewable for every three years thereafter. The Allottee shall pay the subleasing charges upfront annually at the rates specified.
- b. The subleasing charges for the builtup area shall be 0.5% of prevailing plot cost restricted to Re. 1 per sq.ft per month in respect of Group companies and shall be 1% of the prevailing plot cost restricted to Rs. 2 per sq.ft per month for Third parties. Sub leasing charges shall be double for the subleasing exceeding 5 years.
- c. The Allottee shall communicate the sublease agreement entered into with the Sub-lessee and the Self Declaration Form indicating the actual extent sub-leased, within 30 days from the date of the sub lease agreement/ date of sub leasing whichever is earlier. Any suppression of facts shall attract penalties.
- d. If the Allottee has implemented the project, shall be permitted to construct Plug & Play Facility/Warehouse in the balance unutilized area and sub-lease the same, subject to remittance of applicable sub-leasing charges as above.
- e. The allottee shall communicate to the SIPCOT of the sublease agreement entered into with the Sublessee and the Self Declaration Form indicating the actual extent sub-leased, within 30 days from the date of the sub lease agreement / date of sub leasing whichever is earlier. Any suppression of facts shall attract penalties as per the prevailing Office

Order / Circular of SIPCOT.

- f. Any suppression of facts shall attract penalties as per the prevailing Office Order / Circular of SIPCOT.
- g. Approval for subleasing the vacant land without any transfer fee in respect of the government land alienated to SIPCOT and subsequently allotted to private industrial parks on 99 years long term lease basis as per Annexure XXIII-Circular no. 51/2022, dated 16.08.2022.
- h. The applications received (as per Annexure XXIV O.O.No. 23/2024, dated 17.10.2024), through online for sublease permission shall be processed adopting the procedure.

#### **1.17. Rights of SIPCOT**

- a. SIPCOT or persons authorized by it shall have the right to enter upon and inspect the allotted plot during the currency of the lease at all times.
- b. SIPCOT shall have the right to lay pipelines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open on all sides within the periphery of the allotted plot without payment of any compensation or rental etc, to the Allottee.
- c. With the consent of the Allottee, SIPCOT shall have the right of access into and utilising any portion of the allotted plot, as required at all times, for the purpose of laying pipelines, cables, underground drainages, channels, or providing such other common facility. SIPCOT shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by SIPCOT, to lay down, place, maintain, alter, remove or repair any pipes, pipe lines, conduits for service lines, posts, or other appliances or apparatus in, on, under, over, along or across the plot in such area for the purposes of providing any common amenities or services for the Industrial Park/Complex/Growth Centre and the same may be done either directly by any person either generally or specially authorised by SIPCOT in this behalf and the Allottee agrees for the same.
- d. SIPCOT reserves the right to impose any further conditions and stipulations, or alterations in the regulations which are reasonable, justified and necessary at any time for the establishment of Industrial Park and for the benefit of the Industrial Park as a whole by way of policy decisions and office orders/circulars which shall be published as and when imposed, and such applicable office orders/circulars shall be binding on the Allottee.
- e. The Allottee shall intimate SIPCOT within 30 days in respect of the change in the

following aspects and obtain acknowledgement:

- i. Any change in the address of the Registered Office or Administrative Office of the Allottee
  - ii. Any change in the name of the Allottee
  - iii. Any change in the directors/partners/shareholders of the Allottee, which does not result in Change in Management
- f. The Allottee shall obtain prior approval from SIPCOT in the following aspects and shall pay applicable charges as per the prevailing policy of SIPCOT :
- i. Change in Constitution of the Allottee
  - ii. Change in Management of the Allottee
  - iii. Transfer of Leasehold rights either in whole or in part

#### **1.18. Allotment cancellation and restoration**

- a. In case, of non compliance of the terms and condition of the allotment order or lease deed including non implementation of the project and/ or having unutilised extent of plot and/ or non payment of dues, SIPCOT reserves the right to cancel the allotment and initiate proceedings for the resumption of the plot or part thereof under the provisions of Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975.
- b. SIPCOT reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the Allottee has not put to use the plot for the purpose for which it was allotted and is in non-compliance of the terms and conditions of the allotment order including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.
- c. Unless it is rectified by the Allottee within a period of ninety (90) days from the date of show cause notice issued by SIPCOT, SIPCOT reserves the right to cancel the allotment and initiate proceedings for resumption of the plot or part thereof under the provisions of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 or under any Statute for the time being in force for eviction against the Allottee as well as for any other mode of recovery in force at that point of time as prescribed by law. In such an event, the Allottee shall not be entitled for any compensation including plot cost, annual lease rent, interest and enhanced interest, compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the Allottee to SIPCOT.

- d. In such case of resumption of the allotted plot or part thereof, the Allottee shall remove the factory buildings, structures and fixtures located on the same, within the stipulated period as per the Acts and Statutes, failing which SIPCOT has the right to take possession of the same without paying any compensation for any of the factory buildings, structures and fixtures on the allotted plot or part thereof.

#### **1.19. Refunds and Charges in case of surrender of land by the allottee**

- a. The Allottee may surrender the allotted plot or part thereof by executing/registering the surrender deed. In case of any existing mortgage of the allotted plot to whom NoC was given by the SIPCOT, allottee shall produce a "No Objection Certificate" from the concerned banks/financial institutions.
- b. On such a surrender, allottee shall register the surrender deed and avail a refund equal to the amount remitted with a deduction of 1% of the total amount remitted, proportionate to the extent surrendered. No compensation for improvement of building or other structures erected in the plot shall be made.
- c. The Surrender deed shall be executed/ registered within 7 days from the date of communication of the approved surrender deed as per Annexure XXV O.O.01/2021, dated 06.01.2021.

#### **1.20. Lease Tenure Extension**

- a. At the request and cost of the Allottee at the end of the 99 years term, shall execute a new lease deed for a similar period of 99 years on such terms and conditions as may be mutually agreed to or as per the prevailing policy.
- b. In case the Allottee does not opt for renewal at the expiry of 99 years lease period, the Allottee shall peacefully quit the allotted plot and deliver vacant possession after removing the factory building, structures and fixtures without damaging the common amenities within a stipulated time. The Allottee shall not claim any refund of any charges whatsoever.

#### **1.21. Dispute Resolution, Governing Laws and Jurisdiction**

Any dispute or differences between the LESSOR and the LESSEE with regard to the lease deed shall be resolved amicably between the parties failing which such disputes shall be referred to a Sole Arbitrator. The Sole arbitrator shall be appointed by mutual consent of the LESSOR and the LESSEE as per the provisions of Arbitration and Conciliation Act 2016 or under any statute for the time being in force. The Lease deed shall be subject to the applicable laws of India and the courts in Chennai shall have

exclusive Jurisdiction

**Annexure II: List of Industries proposed in PM MITRA Park Limited**

**The following industries can be setup in PM MITRA Park Tamil Nadu Limited (but not limited to) –**

- Ginning
- Baling
- Degumming
- Scouring
- Sorting
- Carding
- Combing
- Drawing
- Roving
- Ring spinning
- Open-end spinning
- Air jet spinning
- Filament extrusion
- Weaving
- Knitting
- Non-woven formation
- Lace-making
- Felting
- De sizing
- Scouring(wet processing)
- Bleaching
- Dyeing
- Printing
- Finishing
- Fabric inspection
- Cutting
- Sewing
- Stitching
- Washing
- Garment dyeing
- Ironing
- Packing
- Bedlinen production
- Curtain making
- Table linen production
- Carpet manufacturing
- Towel manufacturing
- Blanket manufacturing
- Coating
- Laminating
- Composite fabrication
- Embroidery
- Laser cutting
- Heat sealing
- Testing
- Certification
- Packaging
- Warehousing
- Others

(technical textiles , textile related machinery manufacturer, any other textile manufacturer)

## Annexure II: Application Form for Land Allotment in PM MITRA Park, Tamil Nadu

<b>1.</b>	<b>Applicant Personal Details</b>			
	Application Reference No.			
	Application Date			
	Location of SIPCOT Industrial Complex			
	Plot Type			
	Contact Person Name			
	Contact Person Cell Number			
	Contact Person Email Id			
	Plot Details		Plot Number: Extent (in Acres):	
<b>2.</b>	<b>Details</b>			
	Name of the Proprietor/ firm/ company			
	Telephone Number			
	Fax Number			
	Door Number			
	Area			
	City			
	Pin Code			
	State			
	Constitution			
<b>3.</b>	<b>Details of Shareholding</b>			
	S.No.	First Name	Last Name	Shareholding (%)
<b>4.</b>	Are you in possession of any developed plot in any of the SIPCOT Industrial Complex/Parks/Growth Centers			
<b>5.</b>	<b>PROJECT DETAILS (additionally Annexure A)</b>			
<b>A</b>	<b>Raw materials and Products</b>			
Ai	Major Raw Materials			
Aii	Finished Product		Product Name: Installed Capacity(Tonnes/Number PA)	
<b>B</b>	<b>Project Cost of the Scheme Proposed to be implemented in the plot (in Lakhs)</b>			

Ai	Land Cost	
a	Extent in Acres	
b.	Total Land Value	
c.	Building	
d.	Plant and Machinery	
e.	Other Assets	
f.	Preliminary and pre-operative expenses	
g.	Working Capital Margin	
h.	Contingency	
	Total	
<b>C.</b>	<b>Means of Finance (In Lakhs)</b>	
a.	Share Capital	
b.	Internal Generation	
	Internal Generation Cost	
c.	Term Loan (Please mention name of the bank/financial institution)	
d.	Subsidy/Grant if any details of Subsidy	
e.	Other (in Lakhs)	
	Cost	
	Total (in Lakhs)	
<b>D.</b>	<b>Foreign Investment/NRI Investment</b>	
	Amount of Foreign Investment/NRI investment	
	Is it RBI approved?	
<b>E</b>	<b>IEM</b>	
		Industry Type:IEM Acknowledgement Number:
<b>6</b>	<b>Justification of requirement of land (in</b>	
	a) Area required for Factory/ Godown/ Office Building	
	b) Open Space/ Garden etc.	
	c) Effluent disposal	
	d) Area required for future expansion	
	Total	
<b>7</b>	<b>Schedule of implementation with tentative date for:</b>	
	a) Construction of Building	
	b) Installation of Plant and Machinery	
	c) Commencement of Commercial Production	

<b>8</b>	<b>Number of Employment to be generated (Men &amp; Women)</b>	
	a) Administrative	
	b) Skilled	
	c) Unskilled	
	d) Other Categories	
	<b>Total</b>	
<b>9</b>	<b>Requirement of Power</b>	
	Requirement of Power (in KVA)	
<b>10</b>	<b>Requirement of Water (in liters per day)</b>	
	a. Domestic Usage	
	b. Industrial Usage	
	<b>Total</b>	
<b>11</b>	<b>Quantity of waste water generated (Litres/Day)</b>	
	ai) Sewage	
	ii) Industrial Trade Effluent	
	Total Waste-Water	
	b) Steps taken for obtaining TNPCB Clearance	
<b>12</b>	<b>Any other relevant information and alternative choice of plot if any</b>	
<b>13</b>	<b>Documents</b>	
1.	Brief Project Report	
2.	Certificate of Incorporation/Memorandum/Firm Registration Certificate)	
3.	Rough Building Layout	
4.	IEM (Industrial Entrepreneur Memorandum)	
<b>14</b>	<b>Payment Details</b>	
	Initial Deposit Amount (Rs)	
	Processing Fee (Rs)	
	GST (Rs)	
	Total (Rs)	

## **Annexure A:-Checklist for Application of Land Allotment**

1. Detailed Project Report (DPR) covering the proposed industrial activity, which should contain details of machinery, plant equipment and industrial sheds related to these, arrangement of raw materials, financial management, proposed employment generation, business requirement of the project, required built-up area.
  - a. Profile of Company
  - b. Board of Directors
  - c. Global/Indian Presence
  - d. Proposed Product
  - e. Production plan
  - f. Details of manufacturing units of similar product across India.
  - g. Details of the permissions and approvals in place for the project already.
  - h. Projected Financials with the Financing and Debt equity details
  - i. Economic benefits to the estate
2. Chartered Accountant certificate for Net-worth, Revenue, Turnover and PAT of last 3 FY years
3. Details of the proposed entity to be added. Paid up share capital detail of the proposed entity
4. Copy of PAN and GST certificate
5. Details of Board resolution
6. CE certificate for the current investment and employment
7. FDI documents as applicable

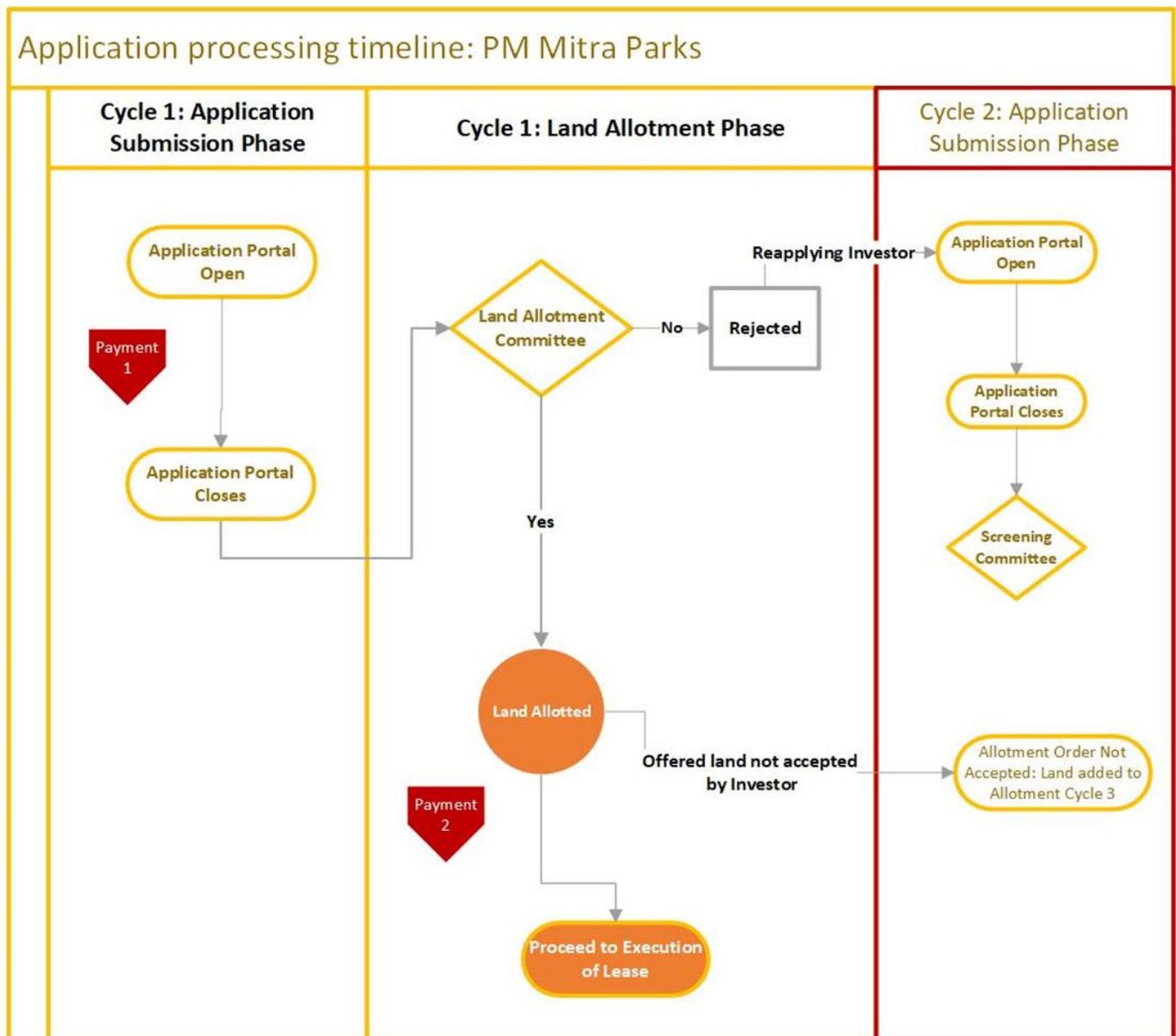
**Template containing the following heads is to be uploaded as a single file. All documents to be signed by the Authorized Signatory of the applicant.**

### Annexure IV: Application Cycle and Timelines

Applications shall be processed in a cyclical manner with each Cycle having an Application submission phase (the period when the Application portal shall remain open for accepting applications) and a Land Allotment phase. The timelines for each phase shall be as follows:

- 21 days for Application Submission phase for each cycle.
- A maximum of 30 days for Land Allotment phase for each cycle.

Post completion of one cycle, the application process would enter the second cycle with a new application submission phase.



## Annexure V: Selection Criteria

S.No.	Component	Description	Marks	Maximum
1.	Investment per acre	>25 Crores	30	30
		Rs. 10 Crore to > Rs. 25 Crore	20	
		Rs. 5 Crore to <Rs. 10 Crore	15	
		Rs. 1 Crore to <Rs. 5 Crore	10	
		<Rs 1 Crore	5	
2.	Employment per acre	>100	30	30
		76-100	20	
		51-75	15	
		25-50	10	
		<25	5	
3.	Water requirement per acre	<1 kl /acre	10	10
		1 to 3 kl/ acre	8	
		3 to 5 kl/ acre	6	
		5 to 10 kl/ acre	4	
		10 kl/ acre	2	
4.	Average Turnover for the last 3 years (Financial health of the investor)	>250 Crores	10	10
		Rs. 100 Crore to > Rs. 250 Crore	8	
		Rs. 50 Crore to <Rs. 100 Crore	6	
		Rs. 5 Crore to <Rs. 50 Crore	4	
		<Rs 5 Crore	2	
5.(i)	FDI Investment per acre	>25 Crores	5	5
		Rs. 10 Crore to > Rs. 25 Crore	4	
		Rs. 5 Crore to <Rs. 10 Crore	3	
		Rs. 1 Crore to <Rs. 5 Crore	2	
		<Rs 1 Crore	1	
5.(ii)	Export turnover per acre	>25 Crores	5	5
		Rs. 10 Crore to > Rs. 25 Crore	4	
		Rs. 5 Crore to <Rs. 10 Crore	3	
		Rs. 1 Crore to <Rs. 5 Crore	2	
		<Rs 1 Crore	1	
6.	Sustainability	100% of total water consumption from SIPCOT TTRO Source	5	10
		50% of total power requirement consumed from Alternate power sources	5	