

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 622 OF 2022**

IN THE MATTER OF:

ANIRUDA PANWAR

....APPLICANT

VERSUS

MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE
CHANGE & ORS

....RESPONDENTS

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FILED BY:

Utkarsh Sharma

[UTKARSH SHARMA]

Counsel for Respondent Nos. 7 and 8

139, Setalvad Block,

Supreme Court, New Delhi-110001

Mob:+91-9312061203

Dated: 18.01.2023

E-mail: utkarsh.sharma7@gmail.com

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ADDITIONAL REPLY ON BEHALF OF RESPONDENT NO.

7 ALONGWITH AFFIDAVIT

MOST RESPECTFULLY SHOWETH:

1. That the present Additional Reply is being filed on behalf of M/s Punahchakran Private Limited, which has been impleaded as Respondent No. 7 in the present Original Application, through its Director Mr. Sarvesh Kumar Sachan.
2. That the present Additional Reply is being filed limited to the aspect of clarifying the chronology of events which have taken place in the present case and to demonstrate as to how all permissions and clearances have been granted to Respondent No. 7 in accordance with the established norms and rules.
3. That in the year 2021, Respondent No. 7 decided to purchase industrial plots in the Babrala Industrial Zone

and set up a project at the site of the plots, in order to pursue its commercial interests. The Respondent No. 7, after deliberation and research, zeroed down on two prospective projects for the site of the plots, with the first project being establishment of a Common Bio-Medical Waste Treatment Facility [CBWTF] and the second project being the establishment of a unit for fabrication of industrial equipment.

4. That it is extremely pertinent to mention that the procedure for allotment of industrial plots in the Babrala Industrial Zone is that the Applicant must clearly identify and earmark the plot being applied for and accordingly submit an Application Form to Uttar Pradesh Industrial Development Authority [UPSIDA]. In terms of the procedure, Plot Nos. E-25 and E-26, situated in the Babrala Industrial Zone, were identified by Respondent No. 7 and Application Forms dated 06.07.2021 were submitted by Respondent No. 7 to UPSIDA for allotment of the said plots, with the proposed project being mentioned as establishment of a CBWTF.
5. That since the establishment of a CBWTF requires a number of permissions and clearances, including the grant of Environmental Clearance [EC], and the entire process is time consuming, the Respondent No. 7, having

identified the prospective site for establishment of the project, as per the mandate of the EIA Notification, 2006, submitted an application to SEIAA, Uttar Pradesh on 11.08.2021 for issuance of prior EC and Terms of Reference, in terms of Clauses 6 and 7 of the EIA Notification, 2006. It is relevant to mention that the only requirement which is required to be fulfilled at the stage of applying for issuance of Terms of Reference is the identification of the site on which the project is proposed to be established and the said exercise had been duly completed in the instant case, with Plot Nos. E-25 and E-26, situated in the Babrala Industrial Zone, having been identified by Respondent No. 7.

6. That in the meanwhile, due to certain shortcomings in the Application Forms, no allotment took place to the Respondent No. 7 against Application Forms submitted on 06.07.2021. The Respondent No. 7 thereafter cured the defects and submitted fresh Application Forms to UPSIDA on 13.08.2021, for allotment of the very same Plot Nos. E-25 and E-26. Since the Respondent No. 7 was still not very clear regarding the nature of the project to be set up on the said plots and was in a double mind, the proposed project in the said Application Forms was mentioned as setting up of a unit for Fabrication of Industrial Equipment. It is respectfully submitted that as has been made clear by both

Respondent No. 7 and UPSIDA in their earlier replies, all industries, ranging from categories M0 to M5 and falling in either the Green or Orange or Red or White categories, could be set up in the Babrala Industrial Zone.

7. That the Application Forms dated 13.08.2021 submitted by the Respondent No. 7 were found complete and accordingly, Allotment Letters dated 15.09.2021 were issued by UPSIDA in favor of Respondent No. 7, in respect of Plot Nos. E-25 and E-26.
8. That sometime after the allotment, the Respondent No. 7, after consultation and deliberation, again had a change of mind and finally decided to set up a CBWTF at the site of the allotted plots, keeping in mind the public interest and the lack of a CBWTF in the area and the huge quantities of biomedical waste being generated due to the Covid-19 pandemic, which, if left untreated, would lead to a health hazard.
9. That it is relevant to mention that a change in the usage of an industrial plot is a very common practice and is adopted very frequently all over the country. In line with the same, Respondent No. 7, realizing that the benefits of setting up a CBWTF in an Industrial Zone are manifold, including the fact that the Treatment Facility shall be conforming to all the siting criteria prescribed by the Central Pollution

Control Board [CPCB] and shall be away from any habitation, decided to finally set up a CBWTF at the industrial plots allotted to it.

10. That having made up its mind, the representatives of Respondent No. 7 had a meeting with the UPSIDA officials and informed them of its intention to use the allotted industrial plots for the purpose of establishment of a CBWTF, when they were informed that Respondent No. 7 should first get the requisite permissions from the UPPCB and the Environmental Clearance from SEIAA in relation to the same and then apply for a change in the intended use of the industrial plot to UPSIDA.
11. That acting on the said direction, the Respondent No. 7 took steps to pursue its application for grant of EC before SEIAA. Since the Terms of Reference, for setting up the CBWTF on Plot Nos. E-25 and E-26, situated in the Babrala Industrial Zone, had already been issued on 17.08.2021 and there was no change in the proposed site, the Respondent No. 7 took steps to complete the formalities mentioned therein and thereafter submitted an online application to SEIAA, Uttar Pradesh on 18.02.2022, for grant of EC for establishment of a CBWTF on Plot Nos. E-25 and E-26, with the hard copy of the Application being duly submitted on 28.03.2022. Simultaneously, the

Respondent No. 7 also applied to UPPCB for issuance of the Consent to Establish in respect of the concerned project.

12. That after processing of the Applications submitted by Respondent No. 7 in accordance with law, the Consent to Establish [CTE] was granted in its favor on 26.04.2022, with the Environmental Clearance being granted on 13.07.2022. It is pertinent to mention that as is evident from the Reply filed by SEIAA, Uttar Pradesh in the present matter, several meetings of SEAC and SEIAA took place to discuss and consider the project proposed to be established by Respondent No. 7 and it was after consideration of all aspects, including the perusal of the Gap-Analysis Report, that the EC was granted to Respondent No. 7 on 13.07.2022.
13. That immediately after the grant of the Environmental Clearance, Respondent No. 7 addressed a letter to UPSIDA on 15.07.2022, requesting it to accord its consent for the change in the nature and category of the Industry being proposed to be set up by Respondent No. 7 on its Industrial Plots. In response, a letter dated 13.09.2022 was addressed by the UPSIDA to Respondent No. 7 stating that an application for change of project may be submitted by Respondent No. 7 online on the Single Window Portal of

UPSIDA. The Respondent No.7 acted immediately on the said direction and submitted online application forms for change of project on the Single Window Portal of UPSIDA on 15.09.2022. The Applications submitted by Respondent No. 7 were processed by UPSIDA in accordance with law and the approval for change of project for Plot Nos. E-25 and E-26 was accorded by UPSIDA to Respondent No. 7, with the nature of the project being categorically mentioned as 'Bio Medical Waste Treatment Plant', on 19.09.2022.

14. That it is evident from the above submissions that all clearances and permission in favor of the CBWTF have been given in accordance with the legal and regulatory provisions and there has been no contravention or violation of any direction/guideline/legal provision. It is apposite to mention that even though the manner of allotment of an industrial plot to Respondent No. 7 or the change in the project, proposed to be established on the same, is not within the jurisdictional purview of this Hon'ble Tribunal, even then, as is evident from the above submissions, all necessary procedures and safeguards have been followed in the case of Respondent No. 7.
15. That in respect of Clause 18 of the Allotment Letters dated 15.09.2021, reliance on which has been placed by

the Applicant, it is submitted that the same is a standard clause found in nearly all allotment letters for industrial plots issued in nearly all industrial zones in the State of Uttar Pradesh. For illustrative purposes, a couple of allotment letters, with one allotment being in the Industrial Area of Shahjahanpur and the other one being in the Babrala Industrial area, are being attached with this Additional Reply.

A true copy of Allotment Letter dated 17.09.2020 is annexed and marked as **Annexure-1**.

A true copy of Allotment Letter dated 21.08.2021 is annexed and marked as **Annexure-2**.

16. That it is respectfully submitted that Clause 18 of the Allotment Letter is with regard to causing atmospheric pollution and the same has to be read in conjunction with Clause 24, directing the project proponent to obtain No Objection Certificate and necessary permissions from UPPCB. It is humbly submitted that pollution has to be understood and determined in terms of the prescribed standards and it is categorically stated that no pollution is going to be caused by the operation of the CBWTF of Respondent No. 7 and all emissions are going to be within the norms prescribed by the regulatory authorities, with

the same being ensured through regular monitoring by UPPCB.

17. That Clause 18 of the Allotment Letters does not place any prohibition on emissions or discharge but seeks to ensure that no pollution is caused due to such emission or discharge. It has also been made clear by UPPCB, in the CTE issued to Respondent No. 7, that all applicable provisions under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 need to be strictly complied with and Respondent No. 7 undertakes to do so.
18. That it is again reiterated that the project being established by Respondent No. 7 in District Sambhal, Uttar Pradesh, is a project of great environmental and public importance. It is well known that biomedical waste has a serious adverse impact on water, soil, air quality, human health and the environment as a whole. A CBWTF, by treating the biomedical waste in a scientific manner, seeks to minimize and virtually negate the damage caused to the environment and public health by biomedical waste, apart from creating employment opportunities for the local populace. In light of the increasing amounts of biomedical waste being generated in the country, especially after the onset of the prevailing Covid-19 pandemic, there have been

several calls for establishment of CBWTF in the country on an extremely urgent basis and it is in furtherance of the intention to alleviate the harmful effects of the bio-medical waste that Respondent No. 7 decided to establish a CBWTF in District Sambhal.

19. That it is respectfully submitted that the CBWTF being set by Respondent No. 7 shall be equipped with all the state-of-the-art machinery and best possible pollution abating equipment and technology. It shall be capable of ensuring that minimal impact is caused to the environment as a result of the operation of the plant and the emissions generated from the plant are going to be well within the prescribed norms. The CBWTF of Respondent No. 7 shall also be a Zero Liquid Discharge (ZLD) unit.
20. That in the light of the above facts and circumstances, it is most humbly prayed that this Hon'ble Tribunal may kindly be pleased to vacate its order dated 02.09.2022 and dismiss the present Application with exemplary costs.

FILED BY:

Utkarsh Sharma

[UTKARSH SHARMA]

Counsel for Respondent Nos. 7 and 8

139, Setalvad Block,

Supreme Court, New Delhi-110001

Mob:+91-9312061203

Dated: 18.01.2023

E-mail: utkarsh.sharma7@gmail.com

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
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....APPLICANT

VERSUS

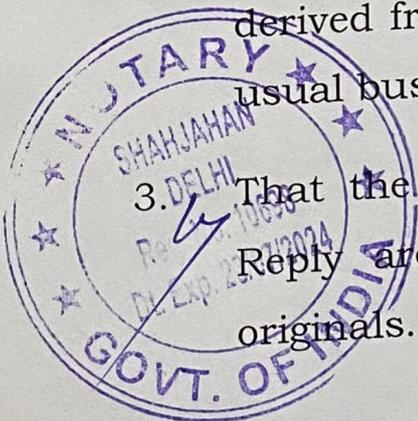
MINISTRY OF ENVIRONMENT, FOREST AND CLIMATE
CHANGE & ORS

....RESPONDENTS

AFFIDAVIT

I, Sarvesh Kumar Sachan, S/o Mr. Ram Lakhan Sachan, aged about 46 years, R/o H.No. 1/50, Awas Vikas, Bareilly Mod, Shahjahanpur, Uttar Pradesh-242226, presently at New Delhi, do hereby solemnly affirm and declare as under:-

1. That I am the Director of Respondent No. 7 and in that capacity, I am fully conversant with the facts of the present case. I am also duly authorized on behalf of Respondent No. 7 to affirm this Affidavit.
2. That I have read and understood the contents of the accompanying Additional Reply, which has been drafted under my instructions and I state that the contents of the same are true and correct to the best of my knowledge derived from the records maintained during the course of usual business by M/s Punahchakran Private Limited.
3. That the Annexures annexed to the present Additional Reply are true and correct copies of their respective originals.



Sachin
DEPONENT

VERIFICATION

7 JAN 2023

Verified at New Delhi on this day of January, 2023 that the contents of the above affidavit are true to my knowledge, no part of it is false, and nothing material has been concealed therefrom.

Sachin
DEPONENT

I have verified the deponent who has signed/put in my presence.



7 JAN 2023

VERIFIED THAT THE DEPONENT
Shri/Smt./Kni..... R/o.....
S/o W/o.....
identified.....
has solemnly affirmed before me at Delhi
on.....
that the contents of the affidavit which
have been explained to me are
true and correct to this & knowledge
Sachin
Sheela
Notary Public

79

Ref.No:SER20200821/1000/616/6920/**SIDC-IA**/Growth Center Shahjahanpur

Date:17/09/2020

To,

POONAM VAISH W/O GYANENDRA KUMAR VAISH
C-3/107 GULMOHAR ENCLAVE RAKESH MARG NEHRU NAGAR-3,
GHAZIABAD



Subject:- Allotment of land in Industrial Area Growth Center Shahjahanpur

Dear Sir,

With reference to your application dated **21/08/2020** for allotment of land in Industrial Area **Growth Center Shahjahanpur** at regional office **BAREILLY**. we are pleased to allot you plot no **G-3** in the Industrial Area on the conditions mentioned below for setting up an industrial unit to manufacture **MANUFACTURING OF THINNER**

1. Area of plot is 3200 sq. mtr. The precise measurement and the area of the plot is as per site layout attached herewith
2. Date of issuance of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause 5 below on the (total) balance outstanding premium will be computed from the date of allotment as defined in clause 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payment will be due on 01/07/2021
 - a. There are construction of value 0 existing on the plot, which shall have to be paid by you along with reservation money as mentioned in clause 4 below.
4. You shall deposit an amount of Rs 543840 (Earnest Money of Rs362560 has been adjusted) towards reservation money in respect of the above plot latest by 17/10/2020 . This amount together with Earnest money is approximately equal to 15 percent of the total premium of the plot at provisional rate of Rs 1133 per sq. mtr. and locational charges @ Rs 0 per sq. mtr. for the first five acres and is subject to adjustment according to actual measurement of the plot. If the payments are not made as stipulated above this allotment will stand automatically cancelled and an amount of Rs 1000 shall be deducted from the Earnest Money deposited by you and same shall stand forfeited by this Corporation. However, if the area of land allotted either exceeds the area applied for or falls short of the area applied for by an area more than 20%, the deductions in Earnest Money shall not be done if the allotment is not accepted, provided an intimation is sent to us in this respect by date stipulated above.

Note: -The premium mentioned herein is provisional and is liable to be increased on account of increased compensation or additional infrastructure development.
5. The remaining 75% of the provisional premium shall have to be paid by you in 12 equal half yearly instalments each of which will be due for payment on 1st day of January and 1st day of July each year. The first instalment of such payment will fall due for payment on 01/07/2021. The second and subsequent instalments of premium will fall due on 1st day of January and 1st day of July each year.

An interest @ 14% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and shall be payable along with instalment of premium as stipulated in clause 3 above. A rebate of 2% per annum on payment of interest shall be allowed if the instalment is deposited on or before the stipulated date and if there are no arrears of dues. The amount of the balance premium and the interest due thereon from time to time shall remain first charge on the land and the building and machinery erected thereon till it is (they are) paid in full.

6. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed and other

agreements from time to time shall be borne by you.

7. You shall have to execute a Lease deed within 60 days by submitting following documents:-
 - a. Valid Udyog Adhar registration for the item of manufacturing and plot for which this allotment is made
 - b. Clear all dues upto the date of Lease Deed as mentioned in clause -3, 4 and 5 of this letter.
 - c. Detailed statement showing shareholders/ director position duly certified by CA.
 - d. Necessary stamp papers/e-stamp/ Bank Guarantee (as per Govtt order)
 - e. Any other formalities/ papers as required.
8. You will have to take over possession of the land within 30 days of executing the Lease deed.
9. You shall have to get the maps approved within 90 days of taking possession. The formalities to be done in this regard are available on website onlineupsidc.com.
10. You shall have to start construction within 30 days of approval of map.
11. You shall have to start production on the plot within 24.00 months from date of allotment and intimate the corporation of the same..
12. The plot has been allotted on as it is where it is basis and levelling etc. if any, is to be undertaken by you at your expenses. You will pay to the U.P. State Industrial Development Corporation Ltd. within 30 days from the date of the demand made by this Corporation from time to time such recurring fee in the nature of service and/or maintenance charges as determined by this Corporation. In case of default you will be liable to pay interest @ 14 % p.a. on the amount due.
13.
 - o You will adhere and submit to the rules of Municipal or other authority now existing or hereinafter to exist insofar as the same relate to the immovable property in the Industrial Area or so far as they affect the health, safety and convenience of the others inhabitants of the place, and will not release any obnoxious gaseous, liquid or solid effluents from the unit in any case.
 - o You will establish at your own cost an appropriate and efficient effluent treatment system/ plant and will ensure that it is ready and functional as per the norms and specifications expected laid down or stipulated by the State Effluent Board/U.P. Pollution Control Board and any other authority established by law for the time being in force before the production is commenced in the unit set up on the plot
 - o Whenever the industrial area is included in the jurisdiction of Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or (any) other local bodies (body), you will become liable to pay and discharge all rates, taxes, charges, claims and outgoing chargeable imposed and assessment of every description, which may be assessed, charged or imposed upon then by the local body and will abide by the laws rules and direction of the local body.
 - o You will make appropriate arrangements at your own cost for proper disposal of waste water produced in your unit
14. You will have to apply for and obtain power connection from the local agency /U.P. State Electricity Board as the case may be at your end and cost.
15. The allotment will be cancelled if and when any one of the following mentioned violations happens and further action after cancellation shall be taken up as mentioned in clause 16 below.
 - a. If you fail to comply to any of the conditions 7-12 above within the time stipulated above, the time duration mentioned being of essence.

OR

- b. If you fail to make payment of interest and/ or premium on or before the due date(s) as mentioned in clause 5 of this letter

OR

- c. If you fail to comply clause 23, 24 and 26 mentioned here in below
16. In the event of cancellation of allotment on account of any default on your part, the following will stand forfeited to the
 - a. Interest @ 14 % per annum from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest, mentioned in clause 5 above irrespective of the fact whether the dues had been paid in time or not.

AND

- b. Use and Occupation charges/ Lease Rent from the date of allotment upto the date of cancellation.

AND

- c. In the case of constructed sheds allotted by UPSIDC Ltd 2 % of the cost of shed towards depreciationThe Balance

amount, if any, out of the deposits made by you till then, after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amounts to be forfeited you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you

17. In the event of surrender of the allotment the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Ltd.
- a. Interest @ 14 % per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid), premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

AND

- b. Use and Occupation charges/ Lease Rent from the date of allotment till the date of surrender.

AND

- c. 0 % Of the cost of shed towards depreciation in case of constructed sheds allotted by UPSIDC.

The Balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amount to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the corporation from you

18. You shall not employ in the unit any process generating smoke or fumes or involving use of chimney and any use of fossil fuel in the process which may cause atmospheric pollution and / or would not discharge liquid effluent which may be obnoxious by nature or cause pollution. Your unit should not involve any significant emission of particles and / or gaseous substance in the air.
19. In employing labour for the industry, skilled, semi skilled or unskilled, shall give preference to one or two able - bodied persons from the families whose land has been acquired for the purpose of the said Industrial Area.
20. You will pay use and occupation charges/ lease rent at the rate of Rs. 1/- per square meter per year during the first thirty years, Rs.2.5/- per square meter per year during the next thirty years after expiry of the first thirty years and Rs. 5/- per square meter per year during the next thirty years after expiry of the first sixty years. Use and occupation charges are payable till the date lease is granted to you whereafter lease rent will have to be paid.
21. The allottee / lessee will mention in the postal address of his correspondence letters invariably the name of UPSIDC Industrial Area.
22. All the payments to the Corporation should be either online or through Bank Draft / pay order in favour of UPSIDC Ltd. payable at BAREILLY No payments in cash or through cheques would be accepted.
23. You will utilise minimum 40% area of the plot by covering it by roof/ permanent shed within the above specified period failing which the allotment of the plots(s) will be cancelled.
24. It will be your sole responsibility to get No Objection Certificate from UPPCB (U.P. Pollution Control Board) and if it is not furnished to this Corporation, you will be liable for action according to law and UPSIDC would not be responsible for any of your act or omissions which may be in contravention to the U. P. Pollution Control Board rules environmental laws.
25. If the Corporation fails to hand over possession within 6 months entire deposits made by you shall be refunded alongwith interest @6%.
26. Any Reconstitution/ project change/ name change/ mortgage without prior approval in writing to this Corporation shall result in automatic cancellation of the allotment..
27. You shall make arrangements for rain water harvesting and all other laws framed by the Govt. to protect environment.
28. If it is found that you have misrepresented or submitted wrong information for getting this allotment, the allotment shall be void and the entire amount deposited by you shall be forfeited.


TRUE COPY

Your's Faithfully,
For U.P. STATE INDL. DEV. CORPN. LTD.
SANTOSH
KUMAR
Santosh Kumar
(Regional Manager)

No: SER20200821/1000/616/6920

**SIDC-IA: Growth Center
Shahjahanpur**

Plot No.: G-3

Date: 17/09/2020

Copy forwarded for information and

necessary action to:-

ANNEXURE-2

Ref.No:SER20210714/1000/1027/18151/SIDC-IA/Babrala

Date:21/08/2021

To,

MR., SUNIL KUMAR
HOUSE NO. V-189, MAHESWARI, DHARMSALA WALI GALI, ARVIND
NAGAR, GHONDA, NORTH EAST DELHI-110053



Subject:- Allotment of land in Industrial Area Babrala

Dear Sir,

With reference to your application dated **14/07/2021** for allotment of land in Industrial Area **Babrala** at regional office **BAREILLY**. we are please to allot plot no **F-18** in the Industrial Area on the conditions mentioned below for setting up of industrial unit for manufacturing of : **Manufacturing of Maruti Wire, Curtain Spring & Wir**

1. Area of plot is 869.5 sq. mtr. The precise measurement and the area of the plot is as per site layout attached herewith
2. Date of issuance of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause 5 below on the (total) balance outstanding premium will be computed from the date of allotment as defined in clause 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payment will be due on 01/07/2022
- a. There are construction of value 0 existing on the plot, which shall have to be paid by you along with reservation money as mentioned in clause 4 below.
4. You shall deposit an amount of Rs 49257.175 (Earnest Money of Rs44779.25 has been adjusted) towards reservation money in respect of the above plot latest by 20/09/2021 . This amount together with Earnest money is approximately equal to 10 percent of the total premium of the plot at provisional rate of Rs 1030 per sq. mtr. and locational charges @ Rs 51.5 per sq. mtr for the first five acres, and is subject to adjustment according to actual measurement of the plot. If the payments are not made as stipulated above this allotment will stand automatically cancelled and an amount of 1 % shall be deducted from the Earnest Money deposited by you and same shall stand forfeited by this Corporation. However, if the area of land allotted either exceeds the area applied for or falls short of the area applied for by an area more than 20%, the deductions in Earnest Money shall not be done if the allotment is not accepted, provided an intimation is sent to us in this respect by date stipulated above.

Note: -The premium mentioned herein is provisional and is liable to be increased on account of increased compensation or additional infrastructure development.

5. The remaining 90% of the provisional premium shall have to be paid by you in 12 equal half yearly instalments each of which will be due for payment on 1st day of January and 1st day of July each year. The first instalment of such payment will fall due for payment on 01/07/2022. The second and subsequent instalments of premium will fall due on 1st day of January and 1st day of July each year.

An interest @ 11.5% per annum shall be charged on the outstanding (balance) premium with effect from the date of allotment and shall be payable along with instalment of premium as stipulated in clause 3 above. A rebate of 3% per annum on payment of interest shall be allowed if the instalment is deposited on or before the stipulated date and if there are no arrears of dues. The amount of the balance premium and the interest due thereon from time to time shall remain first charge on the land and the building and machinery erected thereon till it is (they are) paid in full.

6. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed and other

- agreements from time to time shall be borne by you
7. You shall have to execute a Lease Deed within 60 days by submitting following documents:-
 - a. Valid Validyng Authar registration for the item of manufacturing and plot for which this allotment is made
 - b. Clear all dues upto the date of Lease Deed as mentioned in clause -3, 4 and 5 of this letter
 - c. Detailed statement showing shareholders/ director position duly certified by C.A.
 - d. Necessary stamp papers/le-stamps/ Bank Guarantee (as per Govt order)
 - e. Provisional hOC of Pollution Control Board.
 - f. Any other formalities/ papers as required
 8. You will have to take over possession of the land within 30 days of executing the Lease deed
 9. you shall have to get the maps approved within 90 days of taking possession. The formalities to be done in this regard are available on website onlineupscbi.com.
 10. You shall have to start construction within 30 days of approval of map
 11. You shall have to start production on the plot within 24 months from date of allotment and intimate the corporation of the same.
 12. The plot has been allotted on as it is where it is basis and levelling etc. if any, is to be undertaken by you at your expenses. You will pay to the U.P. State Industrial Development Corporation Ltd within 30 days from the date of the demand made by this Corporation from time to time such recurring fee in the nature of service and/or maintenance charges as determined by this Corporation. In case of default you will be liable to pay interest @ 11.5 % p.a. on the amount due.
 13.
 - a. You will adhere and submit to the rules of Municipal or other authority now existing or hereinafter to exist insofar as the same relate to the immovable property in the Industrial Area or so far as they affect the health, safety and convenience of the others inhabitants of the place, and will not release any obnoxious gasout, liquid or solid effluents from the unit in any case.
 - b. You will establish at your own cost an appropriate and efficient effluent treatment system/ plant and will ensure that it is ready and functional as per the norms and specifications expected laid down or stipulated by the State Effluent Board/U.P. Pollution Control Board and any other authority established by law for the time being in force before the production is commenced in the unit set up on the plot.
 - c. Whenever the industrial area is included in the jurisdiction of Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or (any) other local bodies (body), you will become liable to pay and discharge all rates, taxes, charges, claims and outgoing chargeable imposed and assessment of every description, which may be assessed, charged or imposed upon then by the local body and will abide by the laws rules and direction of the local body.
 - d. You will make appropriate arrangements at your own cost for proper disposal of waste water produced in your unit.
 14. You will have to apply for and obtain power connection from the local agency /U.P. State Electricity Board as the case may be at your end and cost.
 15. The allotment will be cancelled if and when any one of the following mentioned violations happens and further action after cancellation shall be taken up as mentioned in clause 16 below.
 - a. If you fail to comply to any of the conditions 7-12 above within the time stipulated above, the time duration mentioned being of essence.

OR

 - b. If you fail to make payment of interest and/ or premium on or before the due date(s) as mentioned in clause 5 of this letter

OR

 - c. If you fail to comply clause 23, 24 and 26 mentioned here in below
 16. In the event of cancellation of allotment on account of any default on your part, the following will stand forfeited to the
 - a. Interest @ 14 % per annum from the date of allotment on the total unpaid premium from time to time till the date of cancellation of allotment without allowing rebate in interest mentioned in clause 5 above irrespective of the fact whether the dues had been paid in time or not.

AND
b. Use and Occupation charges/ Lease Rent from the date of allotment upto the date of cancellation.

AND

c. In the case of constructed sheds allotted by UPSIDC Ltd 2 % of the cost of shed towards depreciation The Balance amount, if any, out of the deposits made by you till then, after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amounts to be forfeited you shall be liable to pay the difference and the same shall be recoverable by the Corporation from you

17. In the event of surrender of the allotment the following amounts will stand forfeited to the U.P. State Industrial Development Corporation Ltd.

a. Interest @ 11.5 % per annum from the date of allotment upto the date of surrender of the allotment on the total balance (unpaid), premium from time to time allowing the rebate (in interest) irrespective of the fact whether the payments were made in time or not.

AND

b. Use and Occupation charges/ Lease Rent from the date of allotment till the date of surrender.

AND

c. 0 % Of the cost of shed towards depreciation in case of constructed sheds allotted by UPSIDC.

The Balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amount to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the corporation from you

18. You shall not employ in the unit any process generating smoke or fumes or involving use of chimney and any use of fossil fuel in the process which may cause atmospheric pollution and / or would not discharge liquid effluent which may be obnoxious by nature or cause pollution. Your unit should not involve any significant emission of particles and / or gaseous substance in the air.

19. In employing labour for the industry, skilled, semi skilled or unskilled, shall give preference to one or two able - bodied persons from the families whose land has been acquired for the purpose of the said Industrial Area.

20. You will pay use and occupation charges/ lease rent at the rate of Rs. 1/- per square meter per year during the first thirty years, Rs.2.5/- per square meter per year during the next thirty years after expiry of the first thirty years and Rs. 5/- per square meter per year during the next thirty years after expiry of the first sixty years. Use and occupation charges are payable till the date lease is granted to you whereafter lease rent will have to be paid.

21. The allottee / lessee will mention in the postal address of his correspondence letters invariably the name of UPSIDC Industrial Area.

22. All the payments to the Corporation should be either online or through Bank Draft / pay order in favour of UPSIDC Ltd payable at BAREILLY No payments in cash or through cheques would be accepted.

23. You will utilise minimum 55% area of the plot by covering it by roof/ permanent shed within the above specified period failing which the allotment of the plots(s) will be cancelled.

24. It will be your sole responsibility to get No Objection Certificate from UPPCB (U.P. Pollution Control Board) and if it is not furnished to this Corporation, you will be liable for action according to law and UPSIDC would not be responsible for any of your act or omissions which may be in contravention to the U. P. Pollution Control Board rules environmental laws.

25. If the Corporation fails to hand over possession within 6 months entire deposits made by you shall be refunded alongwith simple interest @6%.

26. Any Reconstitution/ project change/ name change/ mortgage without prior approval in writing to this Corporation shall result in automatic cancellation of the allotment.

27. You shall make arrangements for rain water harvesting and all other laws framed by the Govt. to protect environment.

28. If it is found that you have misrepresented or submitted wrong information for getting this allotment, the allotment shall be void and the entire amount deposited by you shall be forfeited.

TRUE COPY

Your's Faithfully,
For U.P. STATE INDL DEV. CORPN. LTD.

SANTOSH
KUMAR
Santosh Kumar
(Regional Manager)