

**STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LTD.,**  
**No.19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI - 600 008.**

**OFFICE ORDER**

O.O.No.07/12

Date : 14-8-2012

Sub : Permission for sub-leasing of Industrial land and buildings  
to companies under same management and others in  
SIPCOT Industrial Complexes/Parks/Growth Centres -  
Reg.

Ref : 1) Circular No.Dev/65/97 dt.17-10-1997  
2) Office Order No.2/07 dt.3-5-2007

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The Board at its meeting held on 18-7-2012 reviewed the policy of sub-lease based on the recommendations of Sub-committee for framing comprehensive guidelines for sub-leasing and also taking into account the policies adopted by other States. The Board after detailed discussions, decided to grant permission for sub-leasing to the allottees of SIPCOT based on merits of each case and on payment of licence fee, for a period of 5 years, which is renewable for every 3 years, subject to the conditions specified herein and in supersession of the Circulars in the references cited and to collect the licence fee annually.

As decided by the Board of SIPCOT, the licence fee to be collected for different categories of sub-leasing are as given below :

Sl. No.	Sub-leasing of Land & Building to	Licence Fee per Sq.ft./month for the year 2012-13 (with increase of 5% every year w.e.f. 1 <sup>st</sup> April of that year)
I	Group Companies @ i) 50% of the built up area ii) Above 50% of the built up area	Rs.1/- Rs.2/-
II	Third Parties (upto 100% of the built up area) i) Low Demand Area^ ii) High Demand Area^^	Rs.3/- Rs.5/-
III	Logistic Company to third parties including manufacturing Companies (upto 100% of the built up area) other than logistic activity by the allottee i) Low Demand Area^ ii) High Demand Area^^	Rs.3/- Rs.5/-
IV	MOU /GO cases including Co-developers of SEZ	To continue the existing policy*

@ Group companies means the original allottee either the company or the major shareholders holding more than 50% of the shares in the group company / companies.

^ Low Demand Area: Manamadurai, Pudukottai, Bargur, Nilakottai & Gangaikondan.

^^ High Demand Area: All other Industrial Areas

\* As per this policy, the allottees should not collect charges for sub-lease of the plot, whatever name called, at a rate higher than the rate at which SIPCOT allotted the plot to them or in the event, they are sub-leasing at a rate higher than the allotted rate of SIPCOT, the differential charges shall be equally shared between SIPCOT and the allottee and they have to agree to pay such differential amount to SIPCOT within 15 days from the date of receipt of the written consent of SIPCOT for the sub-lease and in the event of not paying within 15 days as aforesaid, to pay the differential amount together with interest at 15.5% per annum.

The sub-leasing permission shall be subject to the following conditions :

- 1) The Project Officer should certify the built up area (plinth area) and he is solely responsible for the area certified. Based on the area, H.O. will levy the licence fee which shall be payable annually.
- 2) The licence fee for sub-lease mentioned above is for the financial year 2012-13. The licence fee will be revised with 5% increase annually in subsequent years.

An Undertaking should be given in Rs.100/- non-judicial stamp paper (as per the formats enclosed) by the lessee and sub-lessee agreeing to abide by all the terms and conditions stipulated by SIPCOT, besides payment of licence fee. If there is any violation, 90 days notice will be issued for taking remedial action and also for taking action under TNPPE Act."

The Board has also delegated the powers to Chairman & Managing Director, SIPCOT for according approval for sub-leasing land and building as per the guidelines mentioned above.

The licence fee should be levied for the earlier cases for which SIPCOT has already granted permission to sub-lease to group companies without fee.

This order will come into force from the date of this Office Order.

sd/-

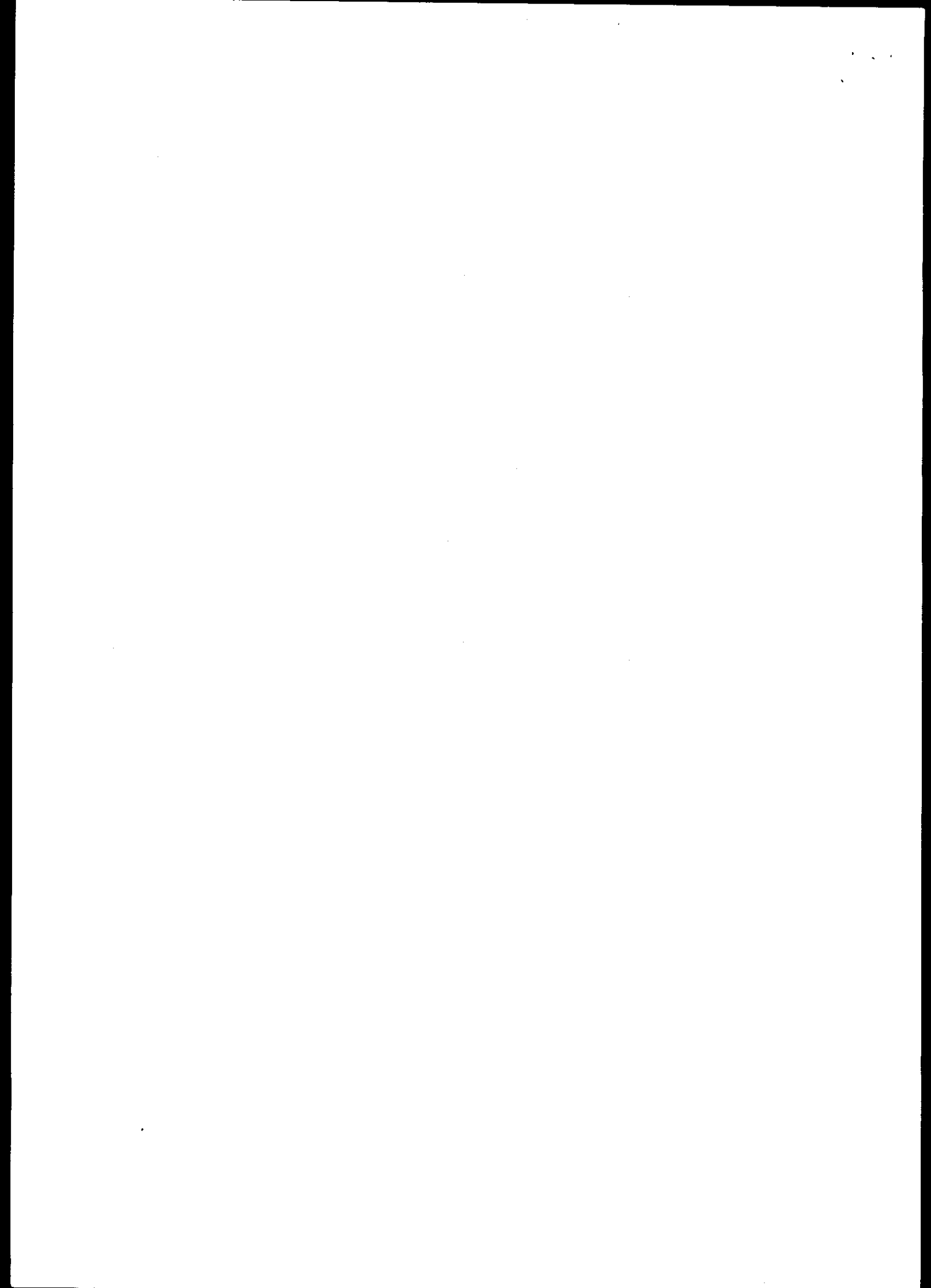
PRINCIPAL SECRETARY /  
CHAIRMAN & MANAGING DIRECTOR

Encl : Format of Undertaking

To  
EDi/c  
G.M.(D)i/c.  
S.E.i/c.  
All HODs  
All SPMs/P.M.s/P.Os  
PS to CMD  
DII Dept.  
P&SP Dept.

/ Forwarded by Order /

  
Executive Director (i/c.)



On Non-Judicial Stamp Paper to the  
Value of Rs.100/-.

DEED OF CORPORATE UNDERTAKING TO BE EXECUTED BY THE ALLOTTEE

This Deed of Undertaking is executed at ..... on this  
..... day of ..... 2012 by M/s....., a company  
registered under the Companies Act 1956 and having its registered office at  
No.....  
represented by its Directors Thiru .....s/o.....  
(hereinafter referred to as the ALLOTTEE), which term shall unless the  
context otherwise requires mean and include the representatives,  
administrators and assigns on the ONE PART.

To and in favour of M/s. State Industries Promotion Corporation  
of Tamilnadu Ltd., (SIPCOT) a company registered under the Companies Act  
1956 and having its Registered Office at No. 19-A, Rukmani Lakshmi pathy Road,  
Egmore, Chennai - 600 008 (herein after referred to as SIPCOT) which term  
shall unless the context otherwise requires, mean and include their  
representatives, administrators and assigns on the OTHER PART.

WHEREAS, SIPCOT has allotted Plot No. .... to the  
extent of ..... acres of land in SIPCOT Industrial Park / Complex / Growth  
Centre at ..... to the company vide Allotment Order No.  
..... Dated ..... and the Allottee has executed Lease  
Deed dated ..... registered as DOC. No.....

WHEREAS the Allottee informed SIPCOT that the  
..... projects could operate from the Plot No..... measuring  
..... acres and the built-up capacity would be excess of their present

requirement and hence sought the consent of the SIPCOT to Sub-lease the built up space in the land allotted to them.

WHEREAS the SIPCOT has accorded its approval for sub-leasing a portion of the built up area allotted in plot No..... vide its letter No. .... dated ..... subject to the conditions thereon, which is forming part of this undertaking.

WHEREAS the Allottee informed SIPCOT that due to ..... they propose to sub-lease and made the following request to SIPCOT subject to payment of licence fee of Rs..... per sq.ft. per month which shall be payable annually within 10<sup>th</sup> of every April .

Now, therefore, in consideration of SIPCOT having accorded its approval for sub-leasing a portion of the property, ..... the allottee hereby agree and undertake the following.

NOW THIS DEED OF UNDERTAKING WITNESSETH.

1. M/s. .... sub-leased a plinth area of ..... sq.ft. only for a period of ..... years to M/s.....
2. M/s. ...., shall pay to SIPCOT a one time non-refundable licence fee of Rs..... per sqft per month, on annual basis, with an increase of 5% per annum for the subsequent financial years.
3. M/s. .... proposed sub-lessee shall also give an undertaking as per the prescribed format before effecting the sub-lease and after payment of the licence fee mentioned in clause 2 above.
4. The terms and conditions applicable to the allottee will also mutatis-mutandis apply to the sub-lessee unless otherwise specified.
5. The sub-lessee will not be permitted for further sub-lease the premises without the prior written consent of SIPCOT.

6. The allottee and sub-lessee both will be responsible for payment of the dues of SIPCOT. SIPCOT will be free to recover its dues from either party.
7. M/s. .... shall furnish the details of sub-lessee before sub-leasing to every party concerned. SIPCOT will not be responsible for providing any extra infrastructure support or service to the sub-lessee.
8. Rights and liabilities between allottee and sub-lessee will be determined themselves and these will not be binding on SIPCOT in any manner. Such mutual rights and liabilities will have to confirm to the rules and regulations of SIPCOT.
9. SIPCOT will not be answerable to any disputes arising between the allottee and sub-lessee.
10. M/s. .... further undertake that in the event of failing to comply the above conditions, SIPCOT is at liberty and to take appropriate action to resume the plot under the due process of law.

We further agree and undertake that, in case of any violation of terms and conditions of Allotment Order, Lease deed and Sub-lease Undertaking, SIPCOT shall at liberty to issue 90 days notice for taking remedial action, failing which SIPCOT will cancel the sub-lease Undertaking and proceed for eviction under TNPPE Act.

INWITNESS WHERE OF Thiru .....of M/s. ....set his hand on the duly, month and year First above written.

Allottee

Witness

1. ....

2. ....



INWITNESS WHEREOF the Common Seal of  
M/s. ....has hereunder been affixed on this  
..... day of ..... 2012, pursuant to the Resolution of the  
Board dated ..... in the presence of Tvl..... of the  
company.

1.

2.

sd/-  
PRINCIPAL SECRETARY /  
CHAIRMAN & MANAGING DIRECTOR

/ Forwarded by the Order /

Executive Director (i/c)   
2/4 



On Non-Judicial Stamp Paper to the  
Value of Rs.100/-.

UNDERTAKING BY SUB-LESSEE

From

To  
The Chairman & Managing Director,  
State Industries Promotion Corporation of  
Tamilnadu Limited,  
19-A, Rukmani Lakshimpathy Road,  
Egmore,  
Chennai 600 008.

Sir,

SIPCOT has allotted Plot No. .... / ..... Acres at SIPCOT Industrial Complex/Park/Growth Centre, ..... to M/s..... (herein after called the allottee) for the manufacture of ..... The allottee have completed construction of factory building to an extent of ..... sqft. but they were unable to utilise the entire constructed building and requested SIPCOT to accord permission for sub-leasing an extent of ..... sqft to M/s. .... (herein after called the sub-lessee), subject to certain conditions stipulated which has been communicated to us vide your letter No..... dt. ....and we have agreed to comply the conditions stipulated by SIPCOT.

In consideration of Sub-leasing a portion /full of the property, we as the sub-lessee hereby agree and undertake the following conditions.

1. The Sub-Lessee will not further sub-lease the premises without the prior written consent of SIPCOT. The terms and conditions applicable to the allottee will also mutatis-mutandis apply to us. SIPCOT will not be

responsible for providing any extra infrastructure support and service to us.

2. We agree to take sub-lease only ..... sqft of the constructed building area from M/s. .... on payment of licence fee of Rs.5/- per sqft per month on an annual basis with an increase of 5% on every financial year.
3. The sub-lease period shall be 3 / 5 years from .....
4. The lessee should not have any dues to SIPCOT. In case of any dues after sub-lease, the sub-lessee is also jointly responsible for the payment of SIPCOT dues.

We further agree and undertake that, in case of any violation of terms and conditions of Allotment Order, Lease deed and Sub-lease Undertaking , SIPCOT shall at liberty to issue 90 days notice for taking remedial action, failing which SIPCOT will cancel the sub-lease Undertaking and proceed for eviction under TNPPE Act.

Yours faithfully,

Place: Chennai

for .....

Date :

- Note: 1) Undertaking to a value of Rs.100/- Non-Judicial Stamp Paper  
2) It should be notarized with seal. The date of undertaking and notarization should be one and the same

sd/-

PRINCIPAL SECRETARY /  
CHAIRMAN & MANAGING DIRECTOR

/ Forwarded by the Order /

Executive Director

3/4

Permission letter

Ref.No.

Date :

To

Sirs,

Sub: SIPCOT Industrial Complex/ Park/Growth Centre .....  
- Plot No. / acres allotted to you - permission for  
Sub-leasing - Requested - Reg.

Ref: Your letter dated

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With reference to your letter cited, we hereby accord approval for sub-leasing ..... of constructed area in your premises to M/s.....subject to payment of a non-refundable transfer fee of Rs..... per sq.ft. per month on annual basis with an increase of 5% p.a. for subsequent financial years which works out to Rs. .... (Rupees .....) for .....years with effect from ..... subject to the following conditions:

1. The allottee shall utilize the balance constructed area for their own use.
2. The allottee and sub-lessee shall give an Undertaking to SIPCOT that they are agreeable for all the terms and conditions stipulated by SIPCOT from time to time, as per the prescribed format, which will be sent separately and after payment of the transfer fee as mentioned above.
3. The Sub-lease period shall be initially for three years from .....

1 2 1

4. The lessee should not have any dues to SIPCOT. In case of any dues after sub-lease, the sub lessee is also jointly responsible for payment of SIPCOT dues.

You are also requested to furnish a C.A. certificate on the list of Directors and Shareholders with shareholding pattern of your company, as on date.

Yours faithfully,

sd/-

Principal Secretary/  
Chairman & Managing Director

Copy to:

The P.O.,

SIPCOT Industrial Park/Complex/Growth Centre,

/ Forwarded by Order /

Executive Director (i/c.)

4/9

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