LEGAL DEPARTMENT

CIRCULARS & OFFICE ORDERS

1. PAYMENT OF LEGAL FEES - INSTRUCTIONS

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LIMITED
19-A, Rukmani Lakshmipathy Road, Egmore, Madras-8.

No. 58/92 Dt. 7.1992

OFFICE ORDER

Sub : Suit filed cases - payment of legal fees/expenses to the Advocate-delegation of powers.

- - -

The Board at its meeting held on 24-6-'92 has approved the following delegation of powers :

i) HEAD OF THE LEGAL DEPT :-

To incur expenses by way of stamp duty etc. for filing suit/SFC petition and other court proceedings and also for payment of advocate fees as per the norms approved by the Board at its meeting held on 10-1-'91.

ii) MANAGING DIRECTOR :-

To fix suitable fees, if in any particular case the advocates request higher fee than what is prescribed or where the norms are not provided for payment of fees depending upon the nature of ~~each~~ the case.

15/7

CHAIRMAN & MANAGING DIRECTOR

To

All Officers ~~concerned~~ in Legal Dept

Copy to :
All HODs All GMs
~~All RMs~~ Inland Trade Dept.
~~All POs~~
CMD's Table
P.S to CMD

14/7/92

Checked 14/7/92

2. EXECUTION OF DOCUMENTS / LEASE DEED & CREATION OF CHARGE

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LIMITED.

19-A RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI: 600 008

Cir. No .35/2011 Dated: 8 .12.2011

CIRCULAR

Sub: Registration of Rectification Deed – Regarding.

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Whenever there is mistake or omission in the Registered documents the rectification deed is required to be executed. Often the doubts are raised whether to register all the Rectification deeds. In this regard, legal opinion was obtained and it is confirmed that it is necessary to register the documents, even if there is minor mistake or omission in the registered document. Mere getting attestation by the Notary Pubic would not suffice as the same would be against the spirit of the Section 17 (i) (b) of Registration Act, 1903.

Therefore, Rectification Deed shall be executed and registered even if there is minor mistake or omission in the Registered document.

Sd/--
CHAIRPERSON AND MANAGING DIRECTOR

/ FORWARDED BY ORDER/

GENERAL MANAGER (A&LA) 9/12/11
EXECUTIVE DIRECTOR I/C

To

All Senior Project Managers/Project Managers/
Project Officers,
SIPCOT Industrial Complexes / Parks / Growth Centres

Copy to:

All General Managers,
All Heads of Departments
PS to CMD

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.,
19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI-600 008

No.4/2015 Date: 02.03.2015

CIRCULAR ✓

Sub:- Execution of Lease Deed – Discrepancies found in the registered Lease Deed documents - Proof reading of lease deed – Detailed instruction given – Failure of SPMs/PMs/POs to adhere the instructions – Reg.

Ref:- H.O. Lr. No.D1/Lease deed/2010, dated 13.8.2010 and 2.11.2010.

In the references cited, all the SPMs/PMs/POs were instructed to give more attention in proof reading of the draft lease deed, attestation of Common Seal, allotment conditions to be complied with by the allottee before execution of lease deed and also directed to give a certificate confirming that proof reading was done and Schedule A & B mentioned in the document were verified and found to be in order.

Despite the above, it has been noted that the SPMs/PMs/POs are committing number of mistakes while executing the lease deeds viz., wrong survey numbers, wrong linear measurements, deletion /addition of paras which are in the standard lease deed etc., besides number of spelling mistakes. Further, the SPMs/PMs/POs are not properly scrutinizing/verifying the lease deeds before execution and the mistakes in the Lease deeds leads to unnecessary litigations and financial loss to the Corporation. Hence all SPMs/PMs/POs are strictly instructed to verify the lease deeds properly and ensure that there are no mistakes before execution of lease deed, failing which the same will be viewed seriously and necessary disciplinary action will be initiated.

(Dr.R.SELVARAJ)
MANAGING DIRECTOR

To

All HODs
All SPMs/ PMs / POs,

Copy to:

PS to MD

/ FORWARDED BY ORDER /

Radhamathi

DRAFT FOR APPROVAL

O.O.No. 24/95 Dt. 17.7.1995

OFFICE ORDER

Sub:-Execution of legal documents by the employees of SIPCOT - Instructions issued.

. . .

Oflate, the Legal Department receives legal documents executed by our employees in the Project Offices and forwarded by the Project Officers for availing of loans. Often the documents are found to be defective like inadequate value of Stamp paper, improper and incomplete execution etc. In order to give speedy clearance by Legal Department, the Project Officers are advised to ensure that the following instructions are strictly complied with by the employees who execute the documents for availing of loans.

The documents for loans and stamp paper value are given below:

Nature of loan	Instrument	Value of Non-judicial stamp paper
(i) Conveyance Advance	a) Agreement b) Hypothecation deed	Rs.10/- Rs.10/-
(ii) Marriage Advance	a) Agreement b) Promissory note	Rs.10/- 25 paise Revenue stamp

2. The Stamp Papers should be in the name of the executant.

3. Promissory note should be executed on a green bond/white paper and the executants should put their signatures on 25 paise Revenue stamp affixed at the bottom of the instrument.

4. The date of execution should be subsequent to the date of purchase of stamp paper.

5. The documents should be typed on one side only, all corrections attested by the executant, each page signed by the executant and the place and date of execution mentioned.

6. Enclosures of the documents, if any duly signed by the executant should be sent along with the documents.

7. The witnesses column, if any should be properly filled-up.

8. It should be ensured that the documents are filled-in correctly, complete in all respects and no columns left blank.

SHEELA BALAKRISHNAN
MANAGING DIRECTOR.

To

Chief General Manager

All General Managers

All RMs/P.Os.

Copy to:

M.D's table

P.S. to M.D.

14/7/95
Mgr.(L)

18/7
G.M.(F&L)

Confirmed
20/7/95

DRAFT FOR APPROVAL

O.O.No. 27 /95 Dt. 27.7.1995

OFFICE ORDER

Sub:-Execution of Agreement by Security Agencies-
Instructions issued.

* * *

~~Oflate, the~~ Legal Department, which receives Agreements executed by Security Agencies from Project Officers for scrutiny, ~~which are defective in nature in view of~~ It has been noticed that some agreements are executed with inadequate value of Stamp Paper, improper and incomplete in execution etc. In order to give speedy clearance by Legal Department, the Project Officers are advised to ensure that the following instructions are strictly followed while ~~complied with by the executants ~~ i.e., ~~Authorised person of the Security Agency and the Project Officer.~~ executing the agreements with the Security Agencies

Points to be observed while executing the Agreements

1. The Agreement should be executed on non-judicial stamp paper to the value of Rs.32.50.

2. The stamp paper should be in the name of the Security Agency or SIPCOT.

3. The date of execution should be subsequent to the date of purchase of stamp paper.

4. The documents should be typed on one side only, all corrections attested by the executant, each page signed by the executant and the place and date of execution mentioned.

5. (i) The person executing the documents in respect of a company should be its Managing Director or any other Director or employee authorised by a Board Resolution which should be furnished.

   (ii) In the case of a partnership firm, the executant should be either the Managing Partner or any other partner duly authorised by other Partners ~~or an employee authorised~~ ~~and~~ the authorisation ~~should be furnished in~~ a letter signed by all the partners authorising the person who executes the agreement. If he is executing in the Partnership deed it ought to be clear such agreement

(2) may be either in the form of a Power of Attorney or by way of letter for

(iii) In the case of a proprietory concern, the documents should be executed by the proprietor.

6. Enclosures of the document duly signed by the executants should be sent along with the documents.

7. The witnesses column, should be properly filled up.

8. It should be ensured that the documents are filled in correctly, complete in all respects and no columns left blank.

SHEELA BALAKRISHNAN
MANAGING DIRECTOR.

To

Chief General Manager

All General Managers

All RM's/P.Os.

Mgr.(L) G.M.(F&L)

Copy to:

M.D's table

P.S. to M.D.

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED
No.19A Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008.

O.O.No. 56/2020 **Date : 15.12.2020**

OFFICE ORDER

SUB: SIPCOT - Creation of charge in the eventuality of shifting of Assets / Obsolete Assets - from one Plant to another Plant even for smaller / higher value of the Beneficiary under SPA Scheme for availing of Soft Loan - Filing of Form CHG-1 with Registrar of Companies instead of execution of legal documents – Instructions issued – Reg.

REF: 1) Govt. in G.O.Ms.No.5, Inds (MIF.1) dept., dt.12.1.2009.
2) Board of SIPCOT at its Meeting held on 5.2.2009.

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Every Beneficiary Industrial Unit, who has already hypothecated its assets with SIPCOT is hitherto required to execute the legal documents viz., Deed of Hypothecation and the Deed of Undertaking in favour of SIPCOT, in the eventuality of shifting of its Assets / replacing of Obsolete Assets, which have already been Hypothecated in favour of SIPCOT, from one of its Plant to another.

It is hereby ordered that the Beneficiary Industrial Units, after having executed the legal documents viz ., Deed of Hypothecation and Deed of Undertaking, at the first instance (i.e. at the time of availing soft loan under SPA Scheme), need not subsequently execute the said legal documents for shifting of its Assets / replacing the Obsolete Assets, from one of it's Plant to another.

Contd...2..

It is sufficient to create fresh charge for the replaced assets by the Beneficiary Industrial Units by filing the Form CHG-I before the Registrar of Companies. On creation of such charge, the Certificate of Registration of Charge issued by the ROC to the Beneficiary Industrial Units has to be forwarded to SIPCOT.

This order comes into force with immediate effect.

Sd/-xxx
(J. KUMARAGURUBARAN)
MANAGING DIRECTOR

To

All General Managers
All HODs
Projects-I/II/III Dept
Incentive dept

Copy to:

PS to MD
PA to ED

/Forwarded by Order/

Deputy General Manager (Legal)

3. REPORTING OFFICER - ORDERS

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD
19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI-8.

O.O.No.8/2008 **Date:22.08.2008**

OFFICE ORDER

Sub: Legal Department - Reporting to G.M.(D-II) i/c - Orders issued.

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Presently Legal department is headed by the AGM(L) and reporting directly to the CMD. In order to scrutinize the cases meticulously and to have close follow up and effective control, it has been decided to bring the Legal department under the over all control of the General Manager (D-II) i/c. A.G.M.(L) shall henceforth directed to report to General Manager (D-II) i/c relating to all the Legal matters and all the files shall be routed through General Manager (D-II) i/c.

This Order will take immediate effect.

Dr. N. GOVINDAN
CHAIRMAN & MANAGING DIRECTOR

To:

G.M.(D-II) i/c
A.G.M.(L)

Copy to:

All HODs
All/SPMs/PMs/POs
P.S.to CMD

/ FORWARDED BY ORDER /

22/8/08
GENERAL MANAGER (A & LA)

ACKNOWLEDGEMENT FOR OFFICE ORDER NO. 8/2008, dt. 22.8.2008		
		SIGNATURE
1	GENERAL MANAGER (A&LA)	22/8/08
2	D R O (LA)	
3	Spl. D R O	
4	SUPERINTENDING ENGINEER	R. Padma
5	GENERAL MANAGER (D) i/c	
6	DY. GENERAL MANAGER (Finance)	
7	DY. GENERAL MANAGER (FR &I)	22/8
8	DY. GENERAL MANAGER (D - I)	
9	ASST. GENERAL MANAGER (P&SP)	K 22/8
10	ASST. GENERAL MANAGER (P&SP)	22/8
11	ASST. GENERAL MANAGER (Legal)	22/8/08
12	ASST. GENERAL MANAGER (HRD)	22/8/08
13	COMPANY SECRETARY	22/8
14	FINANCE DEPT.	22/8
15	INTERNAL AUDIT DEPT.	22/8
16	L A DEPT.	22/8
17	LAOP DEPT	
18	COMPUTER & MIS DEPT.	22/08/08
19	P R DEPT.	22/8
20	M S S DEPT.	
21	PS TO CMD	22/8/08

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.,
No.19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008

O.O.No.11 / 2008 Date : 18.11.2008

OFFICE ORDER

Sub : Legal Department – Reporting to General Manager (D) i/c., - Restoration of original position - Orders issued.

Ref : O.O. No.8/2008, dt. 22.08.2008.

The orders issued vide reference cited bringing the Legal Dept. under the overall control of General Manager (D) i/c. and directing the Assistant General Manager (Legal) to report to General Manager (D) i/c. relating to all the legal matters and routing all the files through General Manager (D) i/c. is hereby dispensed with and the position prior to issue of the O.O. cited is hereby restored. Hence, Assistant General Manager (Legal), shall henceforth directed to report to CMD directly in all legal matters as was reporting earlier prior to issue of the O.O. cited.

This order will take immediate effect.

Dr. N. GOVINDAN
PRINCIPAL SECRETARY /
CHAIRMAN & MANAGING DIRECTOR.

To

General Manager (D) i/c.

Asst. General Manager (L)

Copy to :

1. All HODs
2. All SPMs/PMs/POs
3. PS to CMD

// FORWARDED BY ORDER //

ASST. GENERAL MANAGER (HRD)

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED

19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008

O.O.No.09 / 2009 **Dated:14.05.2009**

OFFICE ORDER

SUB : Legal Department – Reporting to G.M. (A&LA) – Orders – Issued.

<><><>

Presently Legal Department is headed by the Assistant General Manager (L) and reporting directly to the Principal Secretary / Chairman and Managing Director. A number of L.A. and L.A.O.P. cases, apart from the cases arising on allotment of lands to Industries, etc. are pending, which needs close monitoring / follow up action to dispose of the same at the earliest possible time to protect the interest of the Corporation. Therefore, in order to monitor /scrutinise the cases scrupulously and to have close follow up and effective control, it has been decided to bring the Legal Department under the over all control of the General Manager (A & LA). The Assistant General Manager (L) and the Officers / Staff of Legal Dept. shall henceforth directed to report to General Manager (A&LA) relating to all the Legal matters and all the files of Legal Dept.shall be routed through the General Manager (A & LA).

This order will take immediate effect.

Dr. N. GOVINDAN
PRINCIPAL SECRETARY /
CHAIRMAN & MANAGING DIRECTOR.

To

The General Manager (A&LA),
The Asst. General Manager (L).

Copy to:

Executive Director,
All HoDs.
All SPM / PM / Pos.
P.S. to CMD.

// FORWARDED BY ORDER //

ASST. GENERAL MANAGER (HRD)

Dealt in file No E3 /MISC /07/09.

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.,
No.19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008

O O No 07/2010 Dated 10 06 2010

OFFICE ORDER

Sub · Legal Department – Reporting to GM (A & LA) – Orders – Issued

Ref O O No 9/2009, dt. 14 05.2009.

In the Office Order cited, Legal Department was brought under the overall control of General Manager (A & LA) and AGM (L), Officers and the staff of Legal Department were directed to report to General Manager (A & LA) relating to all the legal matters and all the files of Legal Dept , shall be routed through the General Manager (A & LA)

Of late, it is brought to the notice that all the files of Legal Dept. are not routed through GM (A & LA) Hence, in continuation to Office Order cited, Legal Dept. is directed to strictly adhere to the Office Order cited and route all the files pertaining to Legal Dept , including all official routines, financial matters, legal fees, leave application of officers / staff through General Manager (A & LA) However, the Vakalat forms shall continue to be signed by AGM (L) after obtaining approval from the competent authority through GM (A & LA)

(DR N GOVINDAN)
PRINCIPAL SECRETARY /
CHAIRMAN & MANAGING DIRECTOR

To

The General Manager (A & LA),
The Asst General Manager (L)

Copy to .

Executive Director,
All HoDs

P.S to CMD

4. COURT CASE - INSTRUCTIONS

தமிழ் நாடு தொழில் முன்னேற்ற நிறுவனம்
19 அ, ருக்மணி இலட்சுமிபதி சாலை, எழும்பூர், சென்னை – 600 008.

எண் .23 /2010 நாள் : 7 .12.2010

சுற்றறிக்கை

பொருள் தொழில் துறை – வழக்குகள் – உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் – தொடர்பாக.

பார்வை அரசு தொழில் (வ.செ.தி.1) துறையின் கடித எண் 7685 / வ.செ.தி.1/2010, நாள். 18.11.2010.

* * *

பார்வையில் கண்ட கடிதத்தில், (நகல் இணைக்கப்பட்டுள்ளது) அரசு கூடுதல் செயலாளர் தொழில் (வ.செ.தி.1) துறை அவர்கள் 25.10.2010 அன்று நடைபெற்ற அனைத்து துறைச் செயலாளர்களின் கூட்டத்தில் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் தொடர்பாக விவாதிக்கப்பட்டதாகவும், எனவே நீதிமன்ற வழக்குகள் மீது தனிக்கவனம் செலுத்தி கண்காணிக்கவும் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்யுமாறும் அறிவுறுத்தியுள்ளார்.

மேலும் பார்வையில் கண்ட கடிதத்தில் அண்மையில், காலதாமதமாக மேல்முறையீடு செய்த வழக்கு ஒன்றில் அரசிற்கு எதிரான குறிப்புகளை நீதிமன்றம் அளித்ததைச் சுட்டிக்காட்டி இதுபோன்று காலதாமதமாகாமல் வருங்காலங்களில் உடனுக்குடன் மேல்முறையீடு செய்யவேண்டும் என்றும், நீதிமன்ற ஆணைகள் கிடைக்கப்பெற்ற **90** நாட்களுக்குள் மேல்முறையீடு மனுக்கள் காலதாமதமின்றி தாக்கல் செய்திடுமாறும் அனைத்துத் துறைச் செயலாளர்களையும் தலைமைச் செயலாளர் கேட்டுக் கொண்டார் என்றும் தெரிவிக்கப்பட்டுள்ளது.

எனவே பார்வையில் கண்ட அரசின் கடிதத்தில் கூறப்பட்டுள்ள குறிப்பினை நம் அலுவலகத்திலும் நடைமுறைபடுத்த அனைத்து துறைத்தலைவர்கள் / அலுவலர்கள் மற்றும் பணியாளர்கள் கேட்டுக் கொள்ளப்படுகிறார்கள்.

(நிரஞ்சன் மார்டி)
முதன்மை செயலர் /
தலைவர் மற்றும் மேலாண்மை இயக்குநர்

இணைப்பு – மேற்குறிப்பிட்டுள்ளவாறு

பெறுநர்

அனைத்து துறைத் தலைவர்கள்) சுற்றுக்கு விடவும்
அனைத்து மு.நி.தி.மே / தி மே. / தி.அ)

நகல்

செயல் இயக்குனர்,
அனைத்து பொது மேலாளர்கள்
தலைவர் (ம) மேலாண்மை இயக்குனரின் தனிச் செயலர்.

உ.மே மே.(உ.த(ம)ம.வ.மே.து) பொ.மே(நி.ம)நிர்

தமிழ் நாடு தொழில் முன்னேற்ற நிறுவனம்
19 அ, ருக்மணி இலட்சுமிபதி சாலை, எழும்பூர், சென்னை – 600 008.

எண் . 23 / 2010 நாள் : 7.12.2010

சுற்றறிக்கை

பொருள்:- தொழில் துறை – வழக்குகள் – உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் – தொடர்பாக.
பார்வை:- அரசு தொழில் (வ.செ.தி.1) துறையின் கடிதம் எண் 7685 / வ.செ.தி.1/2010, நாள். 18.11.2010.

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பார்வையில் கண்ட கடிதத்தில், (நகல் இணைக்கப்பட்டுள்ளது) அரசு கூடுதல் செயலாளர் தொழில் (வ.செ.தி.1) துறை அவர்கள் 25.10.2010 அன்று நடைபெற்ற அனைத்து துறைச் செயலாளர்களின் கூட்டத்தில் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் தொடர்பாக விவாதிக்கப்பட்டதாகவும், எனவே நீதிமன்ற வழக்குகள் மீது தனிக்கவனம் செலுத்தி கண்காணிக்கவும் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்யுமாறும் அறிவுறுத்தியுள்ளார்.

மேலும் பார்வையில் கண்ட கடிதத்தில் அண்மையில், காலதாமதமாக மேல்முறையீடு செய்த வழக்கு ஒன்றில் அரசிற்கு எதிரான குறிப்புகளை நீதிமன்றம் அளித்ததைச் சுட்டிக்காட்டி இதுபோன்று காலதாமதமாகாமல் வருங்காலங்களில் உடனுக்குடன் மேல்முறையீடு செய்யவேண்டும் என்றும், நீதிமன்ற ஆணைகள் கிடைக்கப்பெற்ற **90** நாட்களுக்குள் மேல்முறையீடு மனுக்கள் காலதாமதமின்றி தாக்கல் செய்திடுமாறும் அனைத்துத் துறைத் செயலாளர்களையும் தலைமைச் செயலாளர் கேட்டுக் கொண்டார் என்றும் தெரிவிக்கப்பட்டுள்ளது.

எனவே பார்வையில் கண்ட அரசின் கடிதத்தில் கூறப்பட்டுள்ள குறிப்பினை நம் அலுவலகத்திலும் நடைமுறைபடுத்த அனைத்து துறைத்தலைவர்கள் / அலுவலர்கள் மற்றும் பணியாளர்கள் கேட்டுக் கொள்ளப்படுகிறார்கள்.

ஒம்/- xxx
(நிரஞ்சன் மார்டி)
முதன்மை செயலர் /
தலைவர் மற்றும் மேலாண்மை இயக்குநர்

இணைப்பு – மேற்குறிப்பிட்டுள்ளவாறு

பெறுநர்

அனைத்து துறைத் தலைவர்கள்) சுற்றுக்கு விடவும்
அனைத்து மு.நி.தி.மே / தி.மே. / தி.அ)

நகல்

செயல் இயக்குனர்,
அனைத்து பொது மேலாளர்கள்
தலைவர் (ம) மேலாண்மை இயக்குனரின் தனிச் செயலர்.

// ஆணைப்படி அனுப்பப்படுகிறது //

பொது மேலாளர் (நிர்வாகம்)

தொழில் (வ.செ.திட1) துறை

கடிதம் எண்.7685/வ.செ.திட1/2010, நாள். 18.11.2010.

அனுப்புநர்
டாக்டர் (திருமதி) சு. ரேவதி, பிஎச்.டி.,
அரசு கூடுதல் செயலாளர்.

109444

பெறுநர்
தலைவர் மற்றும் மேலாண்மை இயக்குநர்,
தமிழ்நாடு தொழில் முன்னேற்ற நிறுவனம்,
19A , ருக்மணி லஷ்மிபதி சாலை,
எழும்பூர், சென்னை – 8.

ஐயா,

பொருள் : தொழில் துறை – வழக்குகள் – உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் – தொடர்பாக.

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25.10.2010 அன்று நடைபெற்ற அனைத்துத் துறைச் செயலாளர்களின் கூட்டத்தில் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்தல் தொடர்பாக விவாதிக்கப்பட்டது.

2) அண்மையில், சென்னை உயர்நீதிமன்றத்தில், தமிழக அரசு சார்பாக காலதாமதமாக மேல்முறையீடு செய்த வழக்கு ஒன்றில் அரசு சார்பில் அளிக்கப்பட்ட விபரங்கள் ஏற்கப்படாமல், அதுகுறித்து அரசிற்கு எதிரான குறிப்புகளை நீதிமன்றம் அளித்தது. மேலும் இரண்டு முதல் இரண்டரை ஆண்டு காலம் மேல்முறையீட்டினை காலதாமதம் செய்த அதிகாரியினைக் கண்டறிந்து அவர் மீது ஒழுங்கு நடவடிக்கை எடுக்கப் பரிந்துரை செய்ததுடன் மேல்முறையீட்டினைத் தள்ளுபடி செய்தது எனவும் இதுபோன்று காலதாமதமாகாமல் வருங்காலங்களில் உடனுக்குடன் மேல்முறையீடு செய்ய வேண்டும் என்றும், நீதிமன்ற ஆணைகள் கிடைக்கப்பெற்ற 90 நாட்களுக்குள் மேல்முறையீடு மனுக்கள் காலதாமதமின்றி தாக்கல் செய்திடுமாறும் அனைத்துத் துறைச் செயலாளர்களையும் தலைமைச் செயலாளர் கேட்டுக்கொண்டார்.

3) எனவே, நீதிமன்ற வழக்குகள் மீது தனிக்கவனம் செலுத்தி கண்காணிக்கவும் உரிய காலத்தில் நீதிமன்ற வழக்குகள் குறித்த மேல்முறையீடு செய்யுமாறும் அறிவுறுத்தப்படுகிறீர்கள்.

4) இக்கடிதம் கிடைக்கப் பெற்றதற்கான ஒப்புகையை அனுப்புமாறு கேட்டுக் கொள்ளப் பணிக்கப்பட்டுள்ளேன்.

தங்கள் உண்மையுள்ள,

அரசு கூடுதல் செயலாளருக்காக.

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED.
19-A RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI-8

O.O. No. 05 /2018 Dated: 19 .07.2018

OFFICE ORDER

Sub: Signing of the Counter Affidavit on behalf of SIPCOT – order issued – Reg.

Ref: Minutes of the Board Meeting held on 28.6.2018

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ORDER:

The Board of SIPCOT at its meeting held on 28.6.2018 has made the following direction, in supersession of all earlier orders on the subject issue.

"The Counter Affidavit to be filed on behalf of SIPCOT shall be signed by Managing Director or General Managers – As per the work allocated to General Managers."

The above order will take immediate effect.

Sd/-
MANAGING DIRECTOR

To

All Heads of Departments.

Copy to:

All General Managers
PS to MD
PS to GM(A&LA)
PS to GM(P&D)
All Project Managers/Project Officers.

/ Forwarded by Order/

GENERAL MANAGER(A&LA)

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.
19A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI 600 008.

O.O. No. 16 / 2018 Dtd. 27.12.2018

OFFICE ORDER

Sub: Legal Dept. – Watching of Court Cases on daily basis – Certain instructions Issued.

* * *

In order to streamline, watching of Court Cases, the following instructions are issued :-

1. Tmt.K.Santhi, Assistant Manager, Legal Dept., is assigned to watch court cases (cause lists) on daily basis relating to SIPCOT in the High Court, Madras and also High Court Madurai alongwith Supreme Court website and send the message to MD / GM's immediately, through whatsapp & printed letter daily immediately.
2. Further, instructed to update the outcome of the cases regularly without any lapses daily on same date or next date itself.
3. In the absence of Tmt.K.Santhi, Assistant Manager, Tmt.R.Saraswathi, is instructed to attend the above said work with coordination of DM(Legal).

This should be strictly adhered to.

Sd/-
MANAGING DIRECTOR

To,

All General Managers
All HoDs

Copy to :
PS to MD

// Forwarded by Order //

ASST. GENERAL MANAGER (LEGAL)

STATE INDUSTRIE PROMOTION CORPORATION OF TAMILNADU LIMITED

19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI: 9

O.O. No. 05 /2019 Dated: ~~16.1.2019~~ 15/2/19.

OFFICE ORDER\

Sub: Legal Department – Court cases- Writ petitions filed by the employees of State Public Sector Undertakings / Statutory Boards – Handling of Court cases – Certain guidelines communicated-

Ref: Government lr. No. 14544/MiA.2/2018-1 dated 5.12.2018 received from Industries (MIA 2) Department.

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In the reference cited, Government have instructed all Public Sector undertaking to follow certain instructions as below:

(a) Closely monitor all the Court cases filed by their employees or any other person

(b) File the deletion petition in time before the appropriate legal fora in respect of the court cases, where the Principal Secretary to Government, Finance Department is impleaded as the 1st respondent or one of the respondents

(c) Ensure that the counter affidavits are duly filed in time to avoid any legal complications.

Therefore, the concerned Departments are hereby instructed to adhere the above and also forward the Brief history and parawar remarks to Legal Department for taking necessary action.

MANAGING DIRECTOR

To:

All General Managers
All HODs
All Project Managers/All Project Officers.

Copy to:

MD's Table
PS to MD

18/1/19 Am(L) 18/1/19. Dm(L) 18/1/19 Acm(L) 18/2/19

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LIMITED

19-A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI 600 008

O.O.No.55/2020 **Date: 9.12.2020**

OFFICE ORDER

SUB: SIPCOT - Legal Notices / Court Summons / Affidavit Copies / Decree Copies / All Legal Cases addressed to our Managing Director, SIPCOT or in the name of Organization – To be Forwarded to Legal Department - Instructions issued.

*****

In pursuance to the Meeting held on 07.12.2020, it has been ordered that all Legal Notices / Court Summons / Affidavit Copies / Decree Copies / all Legal Cases addressed to our Managing Director, SIPCOT or in the name of the Organization have to be forwarded to Legal Department immediately for taking further course of action.

The above instruction should be strictly adhered to by all the departments concerned.

This order comes into force with immediate effect.

9/12/2020

(J. KUMARAGURUBARAN)
Managing Director

To
All General Managers
All HODs
All Departments
All Project Officers

Copy to:
PS to MD
PA to ED

8/12/2020 EA(L) 8/12/2020 Am(L) 8.12.20 C(L)I 8/12/2020 DGm(L) 8/12/2020 ED

5. RESUMPTION OF PLOT UNDER TNPPE ACT - INSTRUCTIONS

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED
19-A, Rukmani Lakshmipathi Road, Egmore, Chennai 600 008.

No.4/2012 Date:14.2.2012

CIRCULAR

Sub: SIPCOT Industrial Complexes /Parks /Growth Centres / Information Technology Park – Not adhered the terms and conditions of the Allotment Order - Resumption of plot under TNPPE Act – Instructions issued – Reg.

Ref: H.O. Circular No.14/93, dated 2.4.1993.

*****

In the Circular cited above, all the Estate Officers were directed to follow the instructions to be followed for taking action under TNPPE Act (copy enclosed). However, it has come to notice that some of the Estate Officers have deferred their action under TNPPE Act even after issuing final order subsequent to issuance of Form-A and Form-B and conducting enquiry, based on either Head Office interventions or on their suo moto. It is to be noted that the Estate Officers are appointed based on the Government Order under Tamil Nadu Public Premises (Eviction of unauthorized occupants) Act, 1975.

As per the said Act, the Estate Officers have to strictly follow the rules framed in G.O.P.No.2598, Revenue, 14th November 1978 (copy enclosed) and the guidelines given by the Hon'ble High Court, Madras in Brinda Muthu Swamy vs. SIDCO case reported in AIR 1983 Mad 261(1983), MLJ 422 (copy enclosed) while discharging their duties. As per the said Act, the Appellate Authority shall be the District Judge of the District in which the public premises situated or such judicial Officer as the District Judge may designate in this behalf. Hence, the Estate Officers should take cautious approach while taking action under TNPPE Act and the Officers in H.O. should know the act properly and they should also know that there should not be any interference, once the process is initiated under TNPPE Act by the Estate Officer.

Any failure in future on the above will be viewed seriously.

Sd/-
P.S./CHAIRMAN & MANAGING DIRECTOR

Encl: As above.

To
Senior Project Managers/Project Managers / Project Officers

Copy to
All General Managers / HoDs
PS to CMD
PA to EDi/c.

//Forwarded by Order//

GENERAL MANAGER(D)i/c

TAMIL NADU PUBLIC PREMISES (Eviction of Unauthorised Occupants) RULES, 1978

(G.O. P.No. 2598, Revenue, 14th November 1978.)

No. SRO A - 292/78 :-In exercise of the powers conferred by section 20 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act I of 1976), the Governor of Tamil Nadu hereby makes the following rules.

RULES.

1. Short title and commencement :- (1) These rules may be called the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Rules. 1978.

(2) They shall come into force on the 15th day of November 1978.

2. Definitions:- In these rules, unless the context otherwise requires--

(a) "Act" means the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976);

(b) "Form" means a Form appended to these rules;

(c) "section" means a section of the Act;

3. Service of notice:- (1) The estate officer shall cause a notice, as is Form A, to be served on the persons concerned or the persons who are in unauthorised occupation of the public premises.

(2) Such notice shall be published by beat of tom-tom, by affixing in the notice board of the village chavadi or in any other conspicuous place, such as the village temple, mosque or church, village school or in the notice board of the Corporate body or Board or Authority or in the notice board of the office of the Collector or Revenue Divisional Officer, Taulk

Tahsildar or Deputy Tahsildar, Village or Town Panchayat, Panchayat Union or Panchayat Township, Municipality or Municipal Township or City Municipal Corporation, as the case may be.

(3) The copy of the notice under sub section (4) of section 4, shall be served on the person concerned.

(a) by delivering or tendering it to that person; or

(b) if it cannot be so delivered or tendered, by delivering or tendering it to such person, or to any adult male member of the family of such person, or by affixing a copy there on the outer door of some other conspicuous part of the building open to public view in which that person is known to have last resided or carried on business or personally worked for gain; or

(c) failing service by any of the means aforesaid, by post or by affixing a copy of the said notice on some conspicuous part of the public premises or super structure to which it relates.

4. Notice for inquires :- The estate officer, after considering the cause, if any shown by person in pursuance of a notice under rule 3, shall cause a notice, as in Form B, to be served on the person concerned or the person, who has been in unauthorised occupation and who has shown cause under rule 3, to appear for an inquiry to be conducted by him, on the date and hour specified by him.

5. Proclamation :- The estate officer or any person specially authorised by him in this behalf, shall cause, the fact or eviction of the occupants of public premises made under section 5 to be proclaimed by beat of tom-tom, in or near the locality concerned and such proclaimed shall be sufficient to show that the premises have been take possession of by the estate officer.

6. Notice for the disposal of properly remaining in the premises.- (1) The notice referred to in sub-section (1) of section 6 shall be in Form C.

(2) The notice shall be served by delivering a copy to the person or persons from whom the possession of public premises has been taken or to any adult male member of the family, at his usual place of abode or to his authorised agent, or by affixing a copy thereof on some conspicuous part of this last known place of residence or on some conspicuous part of the premises evicted.

(3) A copy of the notice shall also be published by beat of tom-tom, by affixing on the notice board of the village chavadi or in any other public place such as the village temple, mosque or church, village school or in the notice board of the office of the Collector or Revenue Divisional Officer, Taluk Tahsildar or Deputy Tahsildar, Village or Town Panchayat, Panchayat Union or Municipality or the City Municipal Corporation as the case may be.

(1) **Appeal under section 9:-** Any person aggrieved by the orders of the estate officer made in respect of any public premises under section 5 or section 7 may, within thirty days from the date of such order, appeal to appellate officer. In computing the period of thirty days, the day on which the order appealed against was pronounced or communicated and the time required for obtaining a copy of that order shall be excluded. On all copies issued shall be entered the date of the order or communication the date of application for copy, the date on which the copy was ready for delivery and the date on which the appeal time expires.

(2) The Judicial officer referred to in section 9 shall be a Subordinate Judge having five years standing as such are with a total period of ten years standing as District Munsif and as Subordinate Judge.

8. Principle of assessment of damages:- (1) The notice referred to is sub-section (3) of section 7 shall be in Form D.

(2) The estate officer shall assess the damages under sub-section of section 7, as follows:-

If the total monthly income of the occupier at the time of eviction-

(i) is Rs.250 or less, 7 per cent of the current market value of the premises;

(ii) is above Rs.250 but below Rs.. 1,000 7 per cent of two times of the current market value of the premises; and

(iii) is Rs.1,000 and above, 7 per cent of four time of the current market value of the premises.

9. Transfer of proceedings :- (1) The Collector, Divisional Engineer, High Ways and Rural Work and Executive Engineer, Public Works Department may, either *suo moto* or on application, for the reasons to be recorded in writing, transfer the proceedings pending before the Estate Officer concerned under his jurisdiction, to another Estate Officer under his jurisdiction.

FORM A.

(See rule 3 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Rules, 1978.)

Notice to show cause against orders of eviction under section 4 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976.)

Whereas, I .....
estate officer, ...
am of the opinion that the public premises to an extent of
.....
in S.No.....

T.S.No.....
in .....
village
Town
in .....

Taluk, in ..... .district are under your unauthorised occupation, I call upon you to show cause, on or before ten days.

from the date of issue of this notice, why an order of eviction should not be made under sub-section (1) of section 4 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976)

Place.....
Date..... Estate Officer

FORM B.

See rule 4 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Rules, 1978.)

Notice fixing the date of inquiry under section 5 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976.)

Whereas a notice under section 4 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976), has been served on you on the ground that you have been in unauthorised occupation of an extent of ..... in ..... S.No.

in .....
T.S. No.
..... village
..... in ..... taluk, in Town.
..... district;

And whereas you have made representations in pursuance of the above notice against the order of execution ;

Take notice that, I .... Estate officer ..... will hold an inquiry at .....on .....days of..... ..... 19 , and you are called upon to attend at the place named above, on the date specified and may produce, any evidence oral or recorded, in support of your claim.

Place.....

Date.....

Seal Estate Officer

FORM C.

See rule 6 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Rules, 1978.)

To

Residing in..... .....Village.....

.....Taluk, ...Town .....

District .....

wherever possession the premises described hereunder, which is

the from you, in pursuance of the eviction proceedings taken under such section (1) of section 5 of the Tamil Nadu Public Premies, (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976), you are hereby required to remove or cause to be removed, the property of the description mentioned below remaining on the premises, within fourteen days from the date of service of the notice, in default of which, action will be taken to remove and dispose it of, in public auction.

Description of the premises

(Extent of land with S.No., classification, etc. ... and nature of buildings if any).

Place ....

Date ....

Estate Officer

FORM D.

(See sub-rule (1) of rule 8 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Rules, 1978.)

Form of notice under sub-section (3) of section 7 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1 of 1976.)

Whereas you have been in unauthorised possession of the premises on S.No./ T.S. No..... (extent of land and description of the building of any) in .....village/ town,.....taluk,..... District, which is the property of the Government/ Corporation/ Board/ Authority;

And, whereas, the possession of the premises has been taken from you in pursuance of the eviction proceedings taken under section 5 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act 1of 1976), you are called upon to show cause, within thirty days from the date of service of this notice, why an amount of Rs..... .....(Rupees.....only) being the damages caused, on account of the use and occupation of such premises, as assessed under sub-rule (2) of rule 8 of the said rules, should not be recovered from you.

Madras High Court
Madras High Court
Brinda Muthuswami vs The Tamil Nadu Small Industries ... on 1 March, 1983
Equivalent citations: AIR 1983 Mad 261, (1983) 1 MLJ 422
Author: Gokulakrishnan
Bench: Gokulakrishnan, N Sundaram
JUDGMENT

Gokulakrishnan, J.

1. The petitioner in W.P.No.3875 of 1981, is the appellant herein. She has filed the said writ petition for issue of a writ of certiorari or other appropriate writ or direction in or to quash the notice issued by the Development Officer SIDCO. Industrial Estate, Guindy (second respondent) dt 12.05.1981 under the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants)Rules 1978 (hereinafter referred to as the Rules).

2. The short facts for the purpose of this case are as follows ; According to the appellant, she was occupying No. C-52 Industrial Estate, Guindy for the purpose of her business as and from 1.1.1977. It is unnecessary for us to deal with the proceedings of the second respondent for recovery of arrears from the appellant and also the proceedings of the Bank against the appellant and other to recover its dues. The second respondent as per Rs. 3 of the Rules issued a notice under Form A to the appellant calling upon her to show cause on or before ten days of the date of issue of this notice as to why an order of eviction should not be made under sub-sec. (1) of S. 4 of the Tamil nadu Public Premises (Eviction of Unanuthorised Occupants) Act 1975 (Tamil Nadu Act 1 of 1976) (hereinafter referred to as the Act). To this notice the appellant sent a reply alleging that her tenancy has been regularised, that she is in occupation after regularising her occupation and that the authorities must drop the proceedings against her. She has also requested for a personal hearing to represent her case. Subsequent to this reply, the second respondent issued notice under Form B as per Rs. 4 of the Rules intimating the appellant that an enquiry will be held at 11 a.m. on 30.04.1981, at the Industrial Estate. Guindy and directing her to attend the enquiry and produce any evidence oral or recorded, in support of her claim on 04.05.19681, at 3 p.m. the enquiry was conducted and the report as to the state of fairs as on that date was recorded by the second respondent. Subsequently the second respondent issued notice as per Form C prescribed under R. 6 of the Rules. In that Rule it is stated as follows :-

"Whereas possession of the premises described hereunder which is the property of the Government authority has been taken from you in pursuance of the eviction proceedings taken under sub-sec (1) of S. 5 of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act 1975 (Tamil Nadu Act 1975), you are hereby required to remove or cause to be removed the property of the description mentioned below mentioned below remaining on the premises within 14 days from the date of service of the notice in default of which action will be taken to remove and dispose it of an public auction".

3. In that notice, the description of the factory unit in the possession of the appellant has been given. It is this notice that was questioned in W.P. 3875 of 1981. The learned single Judge of this court dismissed the writ petition by passing the following order :-

4. Mr.N.V.Balasubramaniam, learned counsel appearing for the appellant submitted that the writ petition is maintainable in view of the decision rendered by a Bench of this court in the General Manager. United India Fire and General Insurance Co, Ltd by A.A.Nathan, 1981 Lab IC 1076. The learned counsel also points out that the decision rendered by a single Judge of this court in R. Eucharista v. State of Tamil Nadu, (1980) 2 Lab Lj 363 will support his contention. It is further submitted that inasmuch as an order under S. 5 of the Act has not been passed by the officer concerned, the impugned notice is wholly incompetent. He also submitted that the third respondent who is the subsequent allottee of the Unit by name M/s. Date Coatings, Madras is not a proper party to be added.

5. As against this argument Mr.V.T.Arasan, learned counsel appearing for the respondents 1 and 2 submitted that the notice in Form C which is questioned in the writ proceedings is the notice that is contemplated under S. 5 of the Act and as such the notice issued in Form C is competent and valid. He further submitted that Form C notice issued as per the rules is for passing an order under S. 5 of the Act.

6. Mr.S.Govind Swaminathan, learned counsel appearing for the third respondent, also submitted that Form C notice was only under S 5 (1) of the Act and that must be equated to the order of eviction contemplated under S. 5 (1) of the Act.

7. Mr.N.V.Balasubramaniam learned counsel for the appellant in reply submitted that without an order under S. 5 of the Act, the authority should not have jumped from S. 4 to S. 6 of the Act and as such the notice which actually must be deemed as a notice under S. 6 has to be quashed.

8. Inasmuch as the learned single Judge of this court had disposed of the matter only on the ground that the writ petition is not maintainable against respondents 1 and 2 he has not adverted to the competency appearing for the apppellant and also conceded by the learned counsel appearing for the respective respondents herein that the Bench decision in the General Manager. United India fire and General Insurance Co, Ltd. v A.A.Nathan, 1981 Lab IC 1076 clearly establishes that the writ will lie against respondents 1 and 2. Hence we hold that the appellant's writ petition is maintainable as against respondents 1 and 2.

9. Section 4 of the Act contemplates issue of notice to show cause against an order of eviction. By Form A respondents 1 and 2 called on the appellant as to why an order of eviction should not be made under sub-sec (1) of S. 4 of the Act. For the said notice the appellant has sent a reply dated 15.04.1981 alleging that her tenancy has been regularised that she has paid rent for the Unit from 24.07.1980 to March 1981 at the rate of Rs. 636 per month that the allegation that the appellant is in unauthorised occupation of the premise s C-52 Industrial Unit, is unfounded and arrived at without materials and reasons, and that the proposed action against the appellant has to be dropped. In that reply the appellant has also asked for a personal hearing. Subsequent to this reply, the second respondent issued a notice under Form B as per R. 4 of the Rules intimating the appellant that one S. Subbiah. Estate Officer/Development Officer. Industrial Estate, Guindy will hold and enquiry at 11 a.m. on 30.04.1981 at the office of the Development Officer. Industrial Estate. Guindy, Madras -32, that the appellant has to attend at the place named above and that she may produce any evidence, oral or recorded in support of her claim. There was an enquiry on 4.5.1981 at about 3 p.m by the second respondent and he has recorded the factum of the enquiry. Subsequently, the impugned notice was issued under Form C. We are not able to see any order of eviction as such passed by the second respondent or any other competent authority within the meaning of S. 5 of the Act. Form C was issued in pursuance of Rs. 6 of the Rules R. 6 of the Rules reads as follows :-

"6. Notice for the disposal of property remaining in the premises (1) The notice referred to in sub-sec (1) of S. 5 shall be in Form C.

(2) The notice shall be served by delivering a copy to the persons from whom the possession of public premises has been taken or to any adult male member of the family at his usual place of abode or to his authorised agent, or by affixing a copy thereof on some conspicuous part of his known place of residence or on some conspicious part of the premises evicted.

(3) A copy of the notice shall also be published by beat of tom by affixing on the board of the village chavadi or in any other public place such as the village temple mosque or church, village school or in the notice board of the office of the Collector or Revenue Divisional Officer, Taluk Tahsildar or Deputy Tahsildar Village or Town Panchayat, Panchayat Union or City Municipality Corporation as the case may be".

10. It is clear from R. 6 of the Rules that this rule is intended for giving notice for the disposal of property remaining in the premises . R. 6 (1) of the Rules states that the notice referred to in sub-sec. 91) of S. 5 shall

be in Form C. That is why Mr.V.T.Arasan and Mr.S.Govind Swaminathan, learned counsel appearing for the respective respondents submitted that the notice under Form C issued is in effect the order of eviction contemplated under S. 5 of the Act S. 8 of the ACt deals with disposal of property left on public premises by unauthorised occupants. R. 6 of the Rules which specifies Form C also states that Form C notice is for the property remaining in the premises.

11. Section 5 of the Act reads as follows :-

"5. Eviction of unauthorised occupants - (1) If after considering the cause, if any, shown by any person in pursuance of a notice under S. 4 and any evidence he may produce in support of the same and after giving him a reasonable opportunity of being heard the estate officer may make an order of eviction, for reasons to be recorded therein directing that the public premises shall be vacated, on such date as may be specified in the order by all persons who may be in occupation thereof or any part thereof and cause a copy of the order to be affixed on the outer door or some other conspious part of the public premises.

(2) If any person refuses or fails to comply with the order of eviction under sub-sec. (1) the estate office or any other officer duly authorised by the estate officer in this behalf may evict that person from and take possession of the public premises and may, for that purpose, use such force as may be necessary."

12. There is nothing in S. 5 of the Act which refers to the notice contemplated under R. 6 of the Rules. On the other hand the above section is clear and categoric to the effect that after giving the party concerned a reasonable opportunity of being heard the Estate Office, if satisfied that the premises is unauthorisedly occupied, may make an order of eviction for reasons to be recorded therein. It is only subsequent to the order of eviction and taking possession under sub-sec (2) of S. 5 of the Act, disposal of he property left on public premises by unauthorised occupants arises. S 5 of the Act definitely contemplates (1) notice under S 4 of the Act (2) recording of evidence that maybe produced in support of the notice under S. 4 of the Act : (3) giving reasonable opportunity to the unauthorised occupant to represent the case : (4) the Estate Officer must be satisfied that the public premises is unauthoritiesdly occupied (5) the Estate Officer afterwards has to make an order of eviction (6) such an order of eviction must be supported by reasons : (7) that order must direct the unauthorised occupier to vacate the premises on such date as may be specified in that order and (8) the copy of the said order has to be affixed on the outer door or in some other conspicuous part of the public premises in question. When all these requirements are satisfied, it will be deemed that a proper order under S 5 of the Act has been passed. If such an order is passed the affected party has an opportunity of filing an appeal to the Appellate Authority of the district in which the public premises is situated or such other judicial officer in that district of not less than such years standing as may be prescribed and as the District Judge may designate in this behalf. S. 9 of the Act reads as follows :-

"Appeals - (1) An appeal shall lie from every order of the Estate Officer made in respect of any public premises under S. 5 or S. 7 to an appellate officer who shall be the District Judge of the district in which the public premises are situated or such other judicial officer in that district of not less than such number of years standing as may be prescribed and as the District Judge may designate in this behalf.

(2) An appeal under sub-sec (1) shall be preferred within such period as may be prescribed.

(Rest of the section not reproduced as unnecessary for the purpose of this case.)

Thus, we are able to see that a substantial right is conferred upon the unauthorised occupant against whom orders of eviction are passed to prefer an appeal. S. 5 of the Act also cast duties upon the second respondent before invading S. 6 of the ACt. It is not stated before us that before the impugned notice, any order of eviction has been passed, and any proceedings taken for securing possession. When a substantial right has been given to a party by the provisions of an enactment the authorities concerned cannot ignore the same and invoke the provision which arises only subsequent to the order of lawful eviction that has to be passed under

take in the rule by stating that Form C is for S 5 (1) of the Act, that will not absolve the authorities concerned from passing an order of eviction as contemplated under S. 5 of the Act.

13. For all these reasons, the impugned notice is quashed with the result, the writ appeal is allowed. No costs It is made clear that the authorities concerned can proceed to make an appropriate order of eviction pursuant to the enquiry already held.

14. Appeal allowed.

6. GENERAL

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LTD.
19-A, Rukmani Lakshmipathy Road, Egmore, Madras-8.

Cir.No. 77 /94. Dated: ~~23~~ 29-12-1994.

CIRCULAR

SuB;- Production of Income Tax Clearance Certificate under Section 230(A) to the Sub-Registrars.

It has came to our notice that the Sub-Registrars while registering the Lease Deeds executed by SIPCOT, requires a Tax Clearance Certificate under Section 230(A)(1)(a) of the Income Tax Act. The said certificate is not necessary since SIPCOT is exempted from producing the certificate.

Please find enclosed a copy of the Notification issued by the Govt. of India under Section 230(A)(3) exempting Government Companies from producing the Income Tax Clearance Certificate for the purpose of registration. Since all the shares of SIPCOT are held by the Govt., SIPCOT is a Govt. Company as defined under Section 617 of the Companies Act and the above Notification will apply to SIPCOT.

You are therefore requested to keep the above fact in mind and if any Sub-Registrar insists on production of Income Tax Clearance Certificate by SIPCOT, the above Notification may be brought to ~~the~~ his notice so that there will be no necessity for production of Income Tax Clearance Certificate by SIPCOT.

The receipt of the Circular may be acknowledged.

29/12/94 A.M(L) 30.12.94 D.M(L)

GM(F&L). MANAGING DIRECTOR.

To
All the Project Officers.

Copy to:
All GMs.
All RMs.
All DGMs.
All AGMs.
PS to MD.
MDs Table.

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.
19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008

No. 14 /2009 **Date : 5 .05.2009**

CIRCULAR

Sub : Legal cases – Periodical Review – Reg.

* * *

It is noticed that a number of legal cases are pending at various stages. Unless appropriate actions are taken at right time, the chances of protecting the interest of our Corporation may become bleak. Hence, due care shall be taken to furnish the relevant details, filing counter statements etc., in time, in order to defend the cases.

In this connection, all the HoDs are directed to prepare a statement showing the list of cases pending in their Departments and its present status in consultation with our Legal Dept., and such statement shall be put up to the undersigned once in a fortnight for review.

These instructions shall be followed scrupulously.

(Dr. N. GOVINDAN)
PRINCIPAL SECRETARY /
CHAIRMAN & MANAGING DIRECTOR

To

Executive Director
All HoDs
All SPMs / PMs / POs / PO i/c
PS to CMD

AM (HRD) AGM (HRD)

Sir,
FC Compared Pl.
05/05/09 AM (HRD)

STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LTD.
19-A, Rukmani Lakshmipathy Road, Egmore, Chennai 600 008

No. 02 / 2011 Dated: 5.1.2011

CIRCULAR

Sub: New SIPCOT Industrial Complexes /Parks / Growth centres including Pillaipakkam and Thervoy Kandigai– Substituting the clauses regarding sewer lines in the Allotment Order and Lease Deed formats as per TNPCB norms for adopting Zero Level Discharge Programme by industrial units – Revised standard Allotment Order and Lease Deed formats - Communication – reg.

Ref: Minutes of the meeting held on 15.12.2010 of the Board of SIPCOT.

The Board of SIPCOT at its meeting held on 15.12.2010 has decided not to provide sewerage systems in new Industrial Complexes / Parks/Growth Centres / SEZs, and insist the allottees to adopt zero level discharge programme as per TNPCB norms.

Further, the Board directed to stipulate a new condition in the allotment order and standard Lease Deed formats as follows substituting condition No.16 of the allotment order and Clause 18 (xi) of the standard Lease Deed, besides deleting the word 'sewerage / sewerlines' in condition Nos.5 & 12 (d) in the allotment order format and clause Nos.11, 18(vii), 25(iv) in the standard Lease Deed format:

"The allottee / the Party of the Second part shall implement the zero level discharge programme and shall not let out untreated / treated wastages in the form of solid, liquid, gas etc.

The Board further approved creation of domestic sewerage treatment plant for Office and Amenity buildings only in the new Industrial Complexes / Parks / Growth Centres including Thervoy Kandigai and Pillaipakkam.

The Board while revising the Plot cost for SIPCOT Industrial Park, Thervoy Kandigai decided to incorporate a clause in the Allotment Order/Lease Deed to the effect that the enhanced land cost if any towards provision of alternate land in view of High Court Order would be charged from the allottees.

The allotment order and standard lease deed formats with the approved revisions are enclosed. The revised allotment order and Lease Deed formats should be adopted for all new Industrial Complexes / Parks / Growth Centres in future, including Pillaipakkam and Thervoy kandigai except for Government MoU cases.

This order will take effect from 15.12 2010.

NIRANJAN MARDI
PRINCIPAL SECRETARY /
CHAIRMAN & MANAGING DIRECTOR

To

All HODs
All SPMs, PMs, POs
PS to CMD
PA to ED

/ FORWARDED BY ORDER /

DEPUTY GENERAL MANAGER (P&SP)

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.
19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008.

Phone : 044-28554787 **Fax : 044-28513978/28513979/28513980**
E-mail:sipcot@md3.vsnl.net.in **Website : www.sipcot.com**

Ref.No. Dt:

ALLOTMENT ORDER FOR PLOTS

M/s.

/ BY RPAD /

Dear Sir(s),

Sub: SIPCOT Industrial Park/ Complex /Growth Centre at ..... Allotment of plot(s) - Orders issued.

Ref : Your application dated .....

1. The following plot(s) in SIPCOT Industrial Park/Complex/ Growth Centre at .... is/are allotted on lease for a period of ninety nine years for setting up an industrial unit for the manufacture of .....

i. Plot(s) No.(s). :
ii. Total extent (in acres) :
iii. Amount payable per acre :

a. Towards plot deposit :
b. Towards development charges :

iv. Total amount payable :
(for entire extent)

Less: Initial Deposit :
Balance amount payable :

2.a. The extent mentioned above is subject to such modification as may be necessary with reference to the measurements made at the time of handing over the site. The total amount payable will also stand accordingly modified.

b. The plot deposit alone will be refunded on the expiry of the period of lease and SIPCOT shall not pay any interest thereon.

c.. The amount remitted towards development charges and any additional development charges incurred by SIPCOT and collected from you during the lease period will be adjusted towards the expenditure incurred and/or to be incurred for the development of SIPCOT Industrial Park/Complex/Growth Centre including its infrastructural facilities.

d. On surrender of a plot by an allottee, the plot deposit may be refunded in full after forfeiting the initial deposit and processing fee. The development charges may be refunded after forfeiting an amount of 5% per year or part thereof for the number of years the plot was held by the allottee, subject to a minimum deduction of 15%. No compensation for improvement or for the building or for other structures erected in the plot will be made.

3. The allottee shall comply with the conditions stipulated in col. (2) of the table within the period prescribed in col.(3) as under:

S.No. (1)	Conditions (2)	Time Limit (3)
i.	Communicate your acceptance of this allotment order in the duplicate copy of this allotment order.	Within 30 days from the date of this order. In case it is not received by SIPCOT within 30 days from the date of this allotment order, the allotment shall stand automatically cancelled and initial deposit paid for the extent allotted and processing fee shall be forfeited.

ii.	Pay 100% of the amount payable towards the plot deposit and development charges less initial deposit already paid	**Within 90 days from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted and processing fee shall be forfeited.**
iii.	Execute the lease deed in the prescribed format with the concerned Project Officer and register the same.	Within 30 days from the date of payment of plot cost.
iv.	Payment of capital cost on water supply system	Within 30 days from the date of execution of lease deed.
v.	Take over the possession of the plot from the Project Officer concerned.	Within 30 days from the date of execution of lease deed.
vi.	Execute water supply agreement.	At the time of taking over possession of the land/on payment of Rs..... towards water supply cost for the quantity of water committed by SIPCOT.
vii.	Payment of annual lease rent of Re.1 for 98 years and Rs.2/- for the 99th year.	Within 90 days from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted and processing fee shall stand forfeited.
viii.	Implementation of the project/ commercial production.	Within 30 months from the date of this order. Failure will entail cancellation of allotment and forfeiture of initial deposit and development charges paid towards the extent allotted.

4.a. The plot deposit and the development charges prescribed in Sl. No.1 is only tentative. SIPCOT reserves the right to revise the amount payable for plot as fixed in Sl. No.1 above in the event of SIPCOT having to pay enhanced compensation if awarded by the Court of law for the lands acquired or in case of escalation in development cost or for any other reason and such revised amount shall be paid by the allottee. The allottee shall also pay the cost of trees, wells, structures, existing in the allotted plot as fixed by SIPCOT in addition to the plot deposit and development charges and this amount is not refundable at any time for any reason.

4.b. Since providing of infrastructural facilities by SIPCOT is an ongoing scheme for the overall development of the Industrial Park/ Growth Centre/Complex and expenses thereon would be incurred during various periods till its completion, the allottee shall not have any claim over the development charges paid to SIPCOT.

5. Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, gardens, avenue plants, parks etc., will from time to time be apportioned among the allottees in the Industrial Park/Growth Centre/Complex in which the above plot is situated. The allottee shall pay the same without demur within the period prescribed. Non payment on the due date will automatically attract interest at the rate of 15.5% per annum or such other rate as may be prescribed from time to time.

9. The allottee has to obtain No objection letter from SIPCOT to mortgage the lease hold rights of the allotted plot for availing financial assistance after getting sanction letter from Bank/Financial Institution and the same will be considered subject to conditions as applicable.

10.a. The allottee shall not sink any well/bore well/tube well within the plot leased to them. In case of short supply from SIPCOT sources, the allottee can apply for permission which can be considered subject to the conditions as applicable.

10.b. If any such open/bore well exists already in the plot allotted, it shall be under the custody of SIPCOT.

11. SIPCOT will, subject to availability, supply upto .....litres of water per day at the rate fixed by SIPCOT from time to time and on payment of Rs.. ... . towards 50% capital cost on water supply system before execution of water supply agreement.

12.a. SIPCOT shall have the right to lay pipe lines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open all sides within the periphery of the plot on the plot allotted to the company/firm without payment of any compensation or rental etc., to the company/firm.

b. The building plan and the plans for all structures shall be got approved by the Project Officer concerned for the limited purpose of ensuring that a strip of not less than 5 metres is left open to the sky within the periphery of the plot on all the sides.

c. The provision of any culvert across common drains must be got approved from the Project Officer concerned/SIPCOT.

d. Water line should be designed in such a way that they should be connected to the common lines of SIPCOT which will serve the plot.

e. The allottee shall make necessary arrangements to implement rain water harvesting system and also drain the rain water from their plot into the common road drain provided by SIPCOT. The natural courses in the plot shall be realigned suitably to the satisfaction of SIPCOT at your own cost.

13. All buildings to be constructed shall be in conformity with the bye-laws of the local body and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of premises. However, as per the G.O.Ms.No.169, Industries (MIE.2) dated 12.9.96, the allottee can start construction immediately after submitting the necessary application for building plan approval to the appropriate authorities provided a certificate from a Chartered Architect or a Civil Engineer registered with the concerned local body is enclosed confirming that the plan is not violating any rules or regulations, including the zone regulations under the Town and Country Planning Act, 1971. This permission is subject to the undertaking that the portion of the building will be demolished, if it is found that the building violates any rules and regulations. The allottee should obtain clearances from Public Health Authorities, Inspectorate of Factories, Pollution Control Board and such other agencies whose clearances may be required under any law or procedure in force from time to time.

14. The company/firm shall treat all the effluents to relevant norms as prescribed by PCB and as applicable to the area/Inland waterways and commence production only after obtaining clearance from the Tamil Nadu Pollution Control Board.

15. The allottee will have to make proper arrangements to treat the effluents solid/liquid to the required standards of the Tamil Nadu Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations and prevent fire hazards and comply with the statutory regulations in this regard.

16. The allottee shall implement the zero level discharge programme and shall not let out untreated / treated wastages in the form of solid, liquid, gas etc.

17. The allotment order is issued to the company/firm/ Proprietary concern consisting of the following Directors/Partners/ Proprietor:

i.
ii.
iii.

The constitution of the Proprietary concern / Partnership firm /Board of Directors of Private Limited company shall not be changed without prior approval of SIPCOT. For a Public Limited Company, as and when the constitution of the Board of Directors (professionals) gets changed, the same shall be informed to SIPCOT and acknowledgement obtained within 90 days.

However any change of Directors causing change of ownership or management shall be made only with prior approval of SIPCOT.

18. a. Any change in the name of the company/firm shall be informed to SIPCOT and acknowledgement to be obtained.

b. Any change in the address of the Registered Office or Administrative Office of the allottee shall be intimated to SIPCOT immediately and acknowledgement obtained.

19. Failure to comply with any of the conditions of this allotment order shall result in cancellation of allotment, resumption of the plot and disconnection of water supply by SIPCOT. On such cancellation plot deposit, development charges, additional development charges incurred and collected if any, Lease rent or interest thereon already paid by the allottee shall not be refunded nor shall any compensation in whatever form be payable to the allottee.

20. The allottee shall not draw water from their own Borewell/ Tubewell sunk in private lands adjacent to SIPCOT Industrial Complex/Park/Growth Centre through pipeline unauthorisedly trespassing into SIPCOT premises. If at anytime, such trespass is found by SIPCOT, water supply will be disconnected besides severing the trespassed water line.

21. On expiry of the lease period of ninety nine years the lease may be renewed for a further period of ninety nine years on such terms and conditions as may be mutually agreed to.

Yours faithfully,

PRINCIPAL SECRETARY/
CHAIRMAN AND MANAGING DIRECTOR.

Copy to:

The Senior Project Manager/ Project Officer,
SIPCOT Industrial Park/Complex/Growth Centre,

LEASE DEED

MEMORANDUM OF LEASE DEED entered into at ..... on this ..... day of .....200 BETWEEN State Industries Promotion Corporation of Tamilnadu Limited (SIPCOT), a company registered under the Companies Act, 1956 and having its Registered Office at No.19-A, Rukmani Lakshmipathy Road, Chennai-600 008 represented by Thiru .... son of Thiru .... Senior Project Manager/Project Manager/Project Officer, SIPCOT Industrial Park/Complex /Growth Centre..... and hereinafter referred to as the Party of the First Part, which term shall, unless the context otherwise requires mean and include its representatives, administrators, successors and assigns on the one part AND Messers.

having their Registered Office at

represented by their

Thiru

Son/Daughter/wife of hereinafter referred to as the Party of the Second Part, which term shall, unless the context otherwise requires, mean and include their representatives, administrators and assigns on the other part witnesseth.

WHEREAS the Party of the First Part has been incorporated as a Limited Company with an objective to develop industrial area with basic infrastructural facilities and maintenance of such industrial area in Tamilnadu.

WHEREAS the Party of the FIRST PART has acquired the property more fully described in the Schedule `A' hereunder and hereinafter referred to as the said property.

WHEREAS for the due fulfillment of its principal object, Party of the FIRST Part has laid out the said property into various plots, besides setting apart land for the purpose of laying roads, drains and for other common works for the benefit of the occupants of the plots so laid out and WHEREAS it also proposes to effect improvements and betterment schemes for the benefit of all the units of the Industrial Park/Complex/Growth Centre.

WHEREAS the Party of the FIRST Part proposes to allot the land 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 destroyed and WHEREAS the Party of the FIRST Part should have control over the amenities such as Water, Road, Street lights, Drainage, so that these facilities should be made available to the Industrialists in a reasonable and equitable manner.

WHEREAS the Party of the First Part has decided to make available to entrepreneurs, developed plots in the said property on terms and conditions mentioned hereunder, for the purpose of their locating any approved industry or other business or activity in the plots in the said property under the terms of the lease deed;

WHEREAS the Party of the Second Part made an application to the Party of the First Part for allotment of a plot in the Industrial Park/Industrial Complex/Growth Centre at ..... for the purpose of putting up the project for the manufacture of .....

WHEREAS the Party of the First Part allotted the Plot No.(s) ..... in the said Industrial Park more fully described in Schedule 'B' hereunder and shown distinctly in the plan attached hereto and hereunder referred to as the allotted plot by the Order of Allotment dated ..... subject to the terms and conditions contained therein. The Party of the Second Part has accepted the Order of Allotment.

WHEREAS the property described in the Schedule 'A' is intended to be utilised only for the purpose of locating an Industrial unit and the restrictions and conditions stipulated in this deed are intended only to preserve the character of the said property as an Industrial Park and for the benefit of the other plots of land held by the Party of the First Part or allotted or intended to be allotted by it to other parties similarly situated as the Party of the Second Part.

NOW THIS AGREEMENT WITNESSETH:

2. That in consideration of the allotment of plot made by the Party of the First Part, the Party of the Second Part has paid a sum of Rs..... (Rupees..... ....only) towards plot deposit, Rs..... ..... (Rupees..... .....) towards development charges and Rs.100/- (Rupees One hundred only) towards Lease rent as advance being 100% payment in full.

i. The plot deposit of Rs..... ..... (Rupees..... .....only) alone is refundable on the expiry of the lease period.

ii. The receipts towards amenities i.e. development charges amounting to Rs..... (Rupees..... .....only) in addition to any development charges which will be collected from the party of Second Part during the currency of lease will be adjusted towards the development expenditure incurred and or to be incurred towards the development of the Industrial Park/Complex/Growth Centre. Any additional development charges beyond 10% shall be mutually discussed and accepted.

3. The Party of the First Part shall not pay any interest for the amount remitted by the Party of the Second Part.

4.a. That the Party of the Second Part shall have to pay the annual lease rent of Re.One per year for 98 years and Rs.2/- for the 99th year and the same has been paid in advance in consideration of execution of these presence.

b. The Party of the Second Part shall pay Rs..... towards capital cost of water supply system before the execution of water supply agreement and also pay annual water charges at the rate fixed by the Party of the First Part from time to time fixed by the Party of the First Part abiding by the terms of water supply agreement executed. The charges paid on these account shall not be refunded for any reasons.

5. The Party of the First Part allots the property on lease bearing Plot No. mentioned above and more fully described in Schedule `B' to the Party of the Second Part and the Party of the Second Part takes the property aforesaid on lease for a period of 99 (ninety nine) years, AND the Party of the Second Part also agrees to strictly abide by the conditions stipulated in the Lease Deed and also the terms and conditions of Allotment Order, a copy of which is enclosed with this deed.

6. The Party of the Second Part enters upon and takes possession as lessee of the said allotted plot as it is, in consideration whereof the Party of the Second Part has paid 100% of plot deposit, development charges and lease rent.

7. The Lessee should take possession of the demised property within 120 days from the date of allotment order. Failure to do so will entitle the Party of the First Part to cancel the allotment and the lease.

8. It shall be open to the Party of the First Part, in the event of additional development facilities being taken up or in case of escalation in cost of development works in future as set out in clause 2(ii) herein to collect the pro-rata expenses and charges as additional plot deposit and additional development charges and the Party of the Second Part shall pay the amount as demanded by the Party of the First Part.

9. The Party of the First Part reserves the right to cancel the allotment, disconnect the water supply and forfeit the amount remitted for the plot allotted for the following reasons.

Non-compliance of the terms and conditions of the allotment order or of this lease deed including non-payment of dues. **On** such cancellation the Party of the Second Part shall have no right to claim the amount paid towards the plot or the interest already paid .

10. The plot deposit and the development charges prescribed in the allotment order is only tentative. The Party of the First Part reserves the right to revise the amount payable for the plot as fixed in the allotment order, in the event of the Party of the First Part having to pay enhanced compensation for the lands acquired or for any other reasons such as escalation in the cost of development works or for additional works undertaken and such revised plot deposit and development charges shall be paid by the Party of the Second Part. The Party of the Second Part shall also pay the cost of trees, wells and structures, if any, as prescribed by the Party of the First Part and this amount is not refundable by the Party of the First Part, at any time for any reason.

In case of cancellation of allotment the commission, if any, paid to SIPCOT approved marketing agent will be recovered from the amount to be refunded, if any, to the Party of the Second Part.

11. Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, gardens, avenue plants, parks etc., will from time to time be apportioned among the allottees in the Industrial Park in which the above plot is situated. The Party of the Second Part shall pay the same without any demur within the period prescribed. Non payment on due date will automatically entail an interest of 15.5% per annum or such other rate as may be prescribed form time to time.

12.i. It shall be open to the Party of the First Part during the currency of the lease to take possession of the said allotted plot together with the factory and other buildings and fixtures located on the same, for

any violation of any conditions of this deed or the terms and conditions of allotment. In such an event, the Party of the Second Part shall not be entitled for any compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the party of the second part to the party of the first part by virtue of this deed.

ii. That the interest of the Party of the Second Part in the land shall not be sold or attached and sold in satisfaction of attachment of any debt(s) and if it so happens or is likely to happen, the Party of the First Part shall be entitled to determine the lease and take possession of the land with all the consequences mentioned above.

iii. It shall be open to the Party of the First Part to initiate proceedings 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 as well as for the recovery of the amount due under this deed from the Party of the Second Part without prejudice to resort to any other mode of recovery that may be available.

13. It shall be open to the Party of the First Part to deal with the Property taken by it under the rights conferred on it as per clauses 12(ii) and 14(a) in any manner it likes either by retaining or by leasing it to any other person, without any let or any hindrance or claim whatsoever to the Party of the Second Part to compensation and the Party of the Second Part has no right to interdict the same.

14.i. If, in the opinion of the Party of the First Part, it is found that the land allotted to the Party of the Second Part is not put to use for the purpose for which it was allotted or is in excess of the actual

requirements of the Party of the Second Part for the purpose for which it was allotted, the Party of the First Part shall at any time have the right to cancel the allotment in respect of such land or excess land, as the case may be, and resume the same under the provision of TNPPE Act. In the event of resuming excess land by the party of the first part, the plot deposit and development charges and additional development charges collected from the Party of the Second Part will be suitably modified and refund of the plot deposit alone if any, due to the Party of the Second Part will be made. Development charges, additional development charges, Lease rent, Interest and enhanced interest, if any already paid or due, will not be subject to any refund or modification in such an event.

14 .ii. The plot deposit alone shall be refunded by the Party of the First Part to the Party of the Second Part on the expiry of the period of lease and on compliance with all the terms of the lease. In the event of surrender by the Party of the Second Part, the plot deposit will be refunded in full after forfeiting the initial deposit and processing fee by the Party of the First Part. The development charges will be refunded after forfeiting an amount of 5% per year or part thereof for the number of years the plot was held by the Party of the Second Part subject to a minimum deduction of 15% and no compensation for improvement of building or other structures erected in the plot shall be made by the Party of the First Part.

14.iii. Providing of infrastructural facilities by the First Part, is an ongoing scheme for the overall development of the Park and the expenditure thereon would be incurred over a period of time till the completion of the Park. The development charges and any additional development charges collected during the period of lease from allottees will

be adjusted towards development expenditure incurred and or to be incurred for the infrastructure development of the Industrial Park. The Party of the Second Part shall not have any right to claim for infrastructural facilities or claim over such development charges paid to the Party of the First Part.

15. The Party of the Second Part will take possession of the plot in 'as is where is' condition and no further demand for any development, such as earth filling, raising the level etc., shall be entertained. Any other improvement or developments inside the allotted plot is purely at the discretion of the Party of the Second Part.

16. The Party of the Second Part shall utilise the allotted plot only for the purpose for which it was allotted.

17. The allottee shall commence commercial production/trial production within 30 months from the date of allotment order. Failure will entail cancellation of allotment and forfeiture of total amount paid towards the extent allotted.

18. The party of the second part shall have to commence construction of buildings within six months from the date of allotment order and be completed within 24 months from the date of allotment order. Before commencing such construction of works on the allotted plot, the allottee should strictly follow the following building regulations prescribed, among others.

i. All buildings to be constructed should be in conformity with the bye-laws of the local body and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of premises.

However, requirements as per the G.O.Ms.No.169, Industries (MIE.2) dt.12.9.96, the allottee can start construction immediately after submitting the necessary application for building plan approval to the appropriate authorities, provided a certificate from a Chartered Architect or a Civil Engineer registered with the concerned local body is enclosed conforming that the plan is not violating any rules or regulations, including the zone regulations under the Town and Country Planning Act, 1971. This permission is subject to the undertaking that the portion of the building will be demolished, if it is found that the building violates any rules or regulations. The Party of the First Part reserves the right to suggest such modifications or alterations as may be in common interest.

ii. All survey and other marks demarcating the boundaries of the plots, structures and installations shall be properly preserved and kept in good condition by the Party of the Second Part, at all times. Where more than one allottee is concerned with the same boundary marks and structures the Party of the First Part shall allocate this obligations suitably.

iii. No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.

iv. No construction with Katcha or inflammable materials will be permitted on the site allotted.

v.a. A strip of not less than five metres shall be left open to the sky, within the periphery of the plot on all sides.

v.b. Before obtaining any plan sanction from concerned authorities consent should be obtained from Project Officer of the party of the first part for the building plan and plans for all structures to be constructed on the plot for the limited purpose of ensuring that a strip of not less than 5 meters is left open to the sky within the periphery of the plot on all the sides.

vi. The provision of any culvert across common drains must be got approved by the Party of the First Part.

vii. Water lines should be designed in such a way that they are connected to the common lines of the Party of the First Part which will serve the plot.

viii. The Party of Second Part should make its own arrangements to drain the rain water from its plot into the common road drain provided by the Party of the First Part.

ix. The Party of the Second Part has to make its own arrangements to treat the effluents solid/liquid to the required standards of the Tamilnadu Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations and prevent fire hazards and comply with the regulations in this regard.

x. The Party of the Second Part shall treat the Industrial effluents to relevant ISI/BIS specifications as applicable to the area/Inland water ways and start construction only after obtaining clearance from the Tamilnadu Pollution Control Board.

xi. The Party of the Second part shall implement the zero level discharge programme and shall not let out untreated / treated wastages in the form of solid, liquid, gas etc.

xii. The Party of the Second Part shall preserve the manholes constructed if any in the 5 metre corridor and raise the same atleast 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 the Party of the First Part.

19. The Party of the Second Part shall, at its own cost, construct and maintain access roads leading from the Industrial Park to the said plot in strict accordance with the specifications and details prescribed by the Party of the First Part.

20. The Party of the Second Part shall insure all the fixed assets in the plot and renew the insurance periodically.

21. The Party of the Second Part shall keep the Party of the First Part indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installations by the Party of the Second Part. The Party of the Second Part shall also keep the Party of the First Part indemnified against all payments whatsoever which, during the progress of work, may become payable or be demanded by the Local Authority in respect of the said works, or of anything done under the authority herein contained.

22. With the consent of the Party of the Second Part, the Party of the First Part 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 pipe lines, cables, underground drainages, channels, or providing such other common facility. The Party of the First Part shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by the Party of the First Part, 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 land 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 the Party of the First Part in this behalf and the Part of the Second Part agrees for the same.

23. The Party of the Second Part shall not, at any time during the currency of the lease, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or emission of odour, liquid, dust, smoke, gas, noise vibrations or fire hazards or which may cause permanent damage to the land. The Party of the First Part shall have full right to prohibit or regulate these matters at all times.

24. During the period of lease and thereafter the Party of the Second Part at its expense will keep the buildings, premises and other structures clean, free from defect and in good condition.

25.i. The Party of the Second Part shall pay all existing and future rates and taxes, charges, claims, assessment and out going of every description, chargeable against the owner or occupier in respect of the allotted plot and any building erected thereon or services received.

ii. The Party of the Second Part shall bear all expenses in connection with the drawing of power from the main lines to the plot and for the supply of electricity.

iii. The Party of the Second Part 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.

iv. The Party of the Second Part along with the allottees of the other plots shall bear the maintenance charges for the common amenities and facilities like roads, drainage, street lighting etc, at the rates which may be fixed by the Party of the First Part from time to time.

26. The Party of the Second Part shall not assign, sub-let, transfer or part with his interest in the allotted plot either in whole or in part except with the prior written consent of the Party of the First Part. In the event of the Party of Second Part seeking approval for change in constitution, or change in the management or control or amalgamation with any other company or transfer of interest to any third party either in whole or in part, the Party of the First Part shall grant approval provided the Party of Second Part or any person claiming under the Party of Second Part agrees to pay the cost determined by Party of the First Part and the cost determined by Party of First Part shall be final and binding on the Party of Second Part or any person claiming under the Party of Second Part and cannot be questioned in any Court of law.

27. The Party of the First Part or persons authorised by it shall have the right to enter upon and inspect the said premises, during the currency of the lease at all times.

28. The Party of the Second Part shall not dump debris or any waste harmful or harmless materials within SIPCOT premises.

29. The Party of the First Part shall have the powers to direct removal or alteration of any building or structure erected or used contrary to the conditions of the plan or cause the same to be carried out at the cost of the Party of the Second Part.

30.i. The Party of the Second Part 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 the Party of the First Part supplies water from a common source. If any bore well exists already it shall be kept under the control of the Party of the First Part.

ii. Party of the First Part shall have the right to lay pipe lines, 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 plot on the land allotted to the Party of Second Part without payment of any compensation or rental etc, to the Party of Second Part.

iii. The party of the second part shall not draw water from their own Borewell/Openwell/tubewell sunk in private lands adjacent to SIPCOT Industrial Park /Complex/Growth Centre through pipeline unauthorisedly trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT, water supply will be disconnected besides severing the trespassed water line.

31. Ten percent of the jobs in the Industrial units coming up in the Industrial Park, shall be reserved to the members of the families of land owners whose lands have been acquired for the Industrial Park, subject to eligibility as per qualifications prescribed for the jobs.

32. The Party of the First Part shall have the power to grant extension of time, subject to such conditions as may be imposed to the Party of Second Part in all matters which are required to be done or completed within the prescribed time, under this deed.

33.i The constitution of the Party of the Second Part in case of Proprietary concern/Partnership firm/Board of Directors of Private Limited Company shall not be changed without prior approval of the Party of the First Part. For a Public Limited Company as and when the constitution of the Board of Directors (professionals) gets changed, the same shall be informed to the party of the first part and acknowledgement obtained within 90 days.

However any change of Directors causing change of ownership or management of the Party of the Second Part shall be made only with prior approval of Party of the First Part.

ii. Any change in the name or the address of the Registered Office or Administrative Office of the Party of the Second Part should be intimated to the Party of the First Part then and there.

34. The death of the Party of the Second Part, where it is an individual, should be communicated to the Party of the First Part within a reasonable time. The heir or legal representative should give notice of his claim to the Party of the First Part within three months of the event.

35. During the currency of the lease, any question of dispute or difference in relation to or in connection with the terms of the lease deed shall not be raised by the Party of the Second Part and, if at all raised, such question of dispute or difference shall be referred to an Arbitrator appointed by Government of Tamilnadu.

36. Only the Courts situated in the City of Chennai shall have jurisdiction to decide upon any dispute or litigation between the parties to this lease deed.

37. The Party of the First Part 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 to implement the conditions of this deed and for the benefit of the Industrial Park as a whole.

38. The Party of the First Part reserves to itself the right to sell, lease or otherwise deal with any land unleased or unsold, in any manner it deems suitable. It reserves the right to release, waive, modify either wholly or in part, alter any stipulations, obligations and restrictions contained in this deed regarding any plot or other area in the property. The exercise of this right by the Party of the First Part in relation to any such plot or area shall not release the lessee or /purchaser(s) of any other plot in this property from any of the stipulations, obligations and restrictions, affecting and imposed upon the said allotted plot, nor give rise in favour of any lessee or purchaser to any right of action against the party.

39. The Party of the Second Part shall implement and conform to the various conditions in this deed in relation to the allotted plot at all times.

40.a. It shall be open to the Party of the Second Part to ask for in writing and the Party of the First Part to grant a 'No Objection' certificate, with or without conditions, to enable the Party of the Second Part to mortgage its interest in the said allotted plot, at any time after taking possession for obtaining financial assistance from Financial Institutions and banks for implementing the project in the plot and for the projects implemented under the same legal entity of the Party of the Second Part. The Party of the Second Part shall not offer this property as a collateral security to avail loan for other purposes/sister concern etc.

b. If the Party of the Second Part fails to comply with any of the terms and conditions of lease deed, the party of the first part reserves the right to cancel the allotment and resume the land under TNPPE Act. The Financial Institutions/Banks to whom party of the first part issues NOC for creating mortgage will be notified with a notice of 90 days to take remedial action.

41. During the currency of the lease, the ownership of the leased property which is vested with the Party of the First Part shall not be liable to be questioned in any manner and if at all any such question is raised by the Party of the Second Part, the lease will be terminated forthwith and the Party of the First Part will enter the land including the buildings and other appurtenances situated thereon and resume possession of the plot at any time.

42. The Party of the First Part, at the request and cost of the Party of the Second Part at the end of the said term of 99 years may execute a new lease of the schedule mentioned plot by way of renewal for a similar period of ninety nine years on such covenants and provisions as may be mutually agreed to.

SCHEDULE – A

(Description of the Industrial Park)

All that piece and parcel of land known as the Industrial Park Comprising of about ..... Acres of land situated in ..... Revenue Villages..... .... But in compact block within the Taluk of .... Sub-Registration District of..... .... of Revenue District. The Industrial Park is bounded.

On the South By
On the North By
On the East By
On the West By

SCHEDULE – B

(Description of the property concerned in this lease)

(Value of the property Rs.....)

All that piece and parcel of land known as Plot No(s)..... ... in the SIPCOT's Industrial Park at..... .... within the village limits of .... Taluk of .... Sub-registration

District of..... ....in Revenue District containing by admeasurement.. ..... acres/square metres or thereabouts and marked by ..... Coloured boundary lines on the plan annexed hereto, bearing Survey Nos..... .... and bounded.

On the North By
On the South By
On the East By
On the West By

LINEAR MEASUREMENTS:

East to West on the North
East to West on the South
North to South on the East
North to South on the West

IN WITNESS WHEREOF Thiru..... ... . acting for and on behalf of the Party of the First Part and Thiru..... .... acting for an on behalf of the Party of the Second Part have hereunto set their hands on the day, month year first above written.

Signature of Lessor
(Party of the First Part)

WITNESS:

1.

2.

Signature of Lessee
(Party of the Second Part)

Signed and delivered in the presence of:

WITNESS:

1.

2.

IN WITNESS WHEREOF THE Common Seal of M/s..... (the Party of the Second Part has hereunto been affixed on this day of..... Two thousand .... Pursuant *to the Resolution of the Board* dated .....(*****) in the presence of Thiru (1)..... .....*ManagingDirector* / *Director* (2) ....(Designation of the *person shall be mentioned)* of the company.

IN PRESENCE OF:

1.

2.

3.

(*****) Board resolution can be passed as per the common seal clause of the Memorandum and Articles of Association of the allottee company.

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LIMITED.

19.A RUKMANI LAKSHMIPATHY ROAD EGMORE CHENNAI: 8.

~~Cir~~ Ofc.no. 31/97 Dated 26.8.97

~~CIRCULAR~~ Office Order

Sub: Legal cases pertaining to Area Development and Land Department- To be followed by Legal Department- Reg.

- - - -

Henceforth ~~in respect of~~ in respect of all legal cases relating to Dev and Land Acquisition Dept., Department the Legal Department should maintain a Register containing all requ and take follow-up action and call for the files from the Developm Department as and when required by the Legal Deptt.

MANAGING DIRECTOR

O/c

AM DM(P) AGM(PR&ADMN) GM(PFI I&ADM

To

All General Managers. / CE
All Heads of Departments.

Copy to:
~~Dy.G.M. (LAO)~~
Legal Department.
PS to Chairman
PS to M.D.
All Regional Managers
All Project Officers.

ks

Compared sir,
29/8/97

STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.
19A, RUKMANI LAKSHMIPATHY ROAD, EGMORE, CHENNAI 600 008.

O.O. No. 17 / 2018 Dtd. .12.2018

OFFICE ORDER

Sub: Legal Dept. – Attendance of Advocates who is appointed on contract basis - Certain instructions Issued.

* * *

The Advocates who are appointed on contract basis are requested to attend office daily on rotation between 4.00 pm to 7.00 pm as detailed below : -

1.Thiru Ebenezer Inbaraj, Advocate :: Monday, Wednesday & Friday

2.Thiru Mukilan, Advocate :: Tuesday, Thursday & Friday

They are also requested to attend the office as and when required by MD.

MANAGING DIRECTOR

To,

Thiru Ebenezer Inbaraj,
Advocate

Thiru Mukilan,
Advocate.

Copy to
All GMs
All HoDs
PS to MD

DM(L) AGM(L) GM(A&LA)