



കേരള ഗസറ്റ് KERALA GAZETTE

അസാധാരണം EXTRAORDINARY

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GOVERNMENT OF KERALA Revenue (U) Department NOTIFICATION

G. O. (P) No. 309/2023/RD.

Dated, Thiruvananthapuram, 11th December, 2023.

S. R. O. No. 1381/2023

In exercise of the powers conferred by section 3 and 7 of the Kerala Government Land Assignment Act, 1960 (30 of 1960) and in supersession of Rules for the Assignment of Government Land in Development Areas for Industrial Purposes, 1964 issued vide S. R. O. No. 97/64, The Kerala Allotment of Government Land in Development Areas on Hire Purchase For Industrial Purpose Rules, 1969 issued vide G. O. (Ms) No. 169/1969/ID dated 5th April, 1969, Rules For the Allotment of Land in Development Plots on Hire Purchase Basis, 1970 issued vide G. O. (Ms.) No. 297/1970/ID dated 24th August 1970, Rules for Lease of Land for



Industrial Purpose issued vide G. O. (Ms) No. 17/2016/ID dated 30th January, 2016 and the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023 issued vide G. O. (Ms) No. 8/2020/ID dated 8th January, 2020, the Government hereby make the following rules for the allotment and assignment of Government lands for industrial purposes namely:—

RULES

1. *Short title and commencement.*—(1) These rules shall be called the Kerala Government Land Allotment and Assignment for Industrial Purposes Rules, 2023.

(2) It shall come into force at once.

2. *Definitions.*—In these rules, unless the context otherwise requires,—

a. “Alienation” includes sale, gift, will, mortgage, hypothecation, lease or transfer of possession including dilution of ownership or controlling interest by more than 50%.

b. “Allottee” means the person or legal entity to whom the land is allotted under these Rules, and includes his or her legal heirs or successors – in – interest or permitted transferee.

c. “Permitted transferee” means the person or legal entity to whom the land has been allotted or assigned by transfer by the Allotting Authority or the Assigning Authority, as the case may be.

d. “Industrial Land Allotment Committee” means committee constituted for the purpose of considering land allotment applications for appraisal and finalizing priority list as per rule 6

e. “Assignment” means transfer of land on registry under hire purchase or outright purchase

f. “Hire purchase” means allotment of Industrial land by remitting fifty percent of land value in advance and the balance fifty percent in five yearly installments with ten per cent interest and two per cent penal interest in delayed installments.

g. “Outright purchase” means the purchase of land by paying the full amount of land value at the time of allotment.

h. “Assignee” means a person or a legal entity to whom the land is assigned under



these Rules and includes his or her heirs or successors - in - interest or permitted transferee.

i. "Land" means Government land held by the Department of Industries and Commerce, on acquisition by Government or land transferred by the Government or divested by Local Self Government Institutions or land purchased directly by the Director of Industries and Commerce or land held by way of lease from Government for the purpose of developing the same for industrial purposes or the surplus land taken over and reserved for such public purpose under Kerala Land Reforms Act, 1963. All Development Areas, Development Plots, Functional Industrial Estates, Industrial Growth Centres and Industrial Parks shall be considered as Industrial Townships defined in proviso 243Q of the Constitution of India

j. "Collector" means the District Collector of the respective District where the land is situated.

k. "Director" means the Director of Industries and Commerce.

l. "Form" means the form appended to these Rules.

m. "General Manager" means the General Manager, District Industries Centre in whose jurisdiction the land is situated.

n. "Industrial Estate" means Development Area/Development Plot/ Functional Industrial Estates/Multi-storied Industrial Estate under Directorate of Industries and Commerce provided with infrastructure facilities like water, road and electricity and with or without industrial buildings for the industrial occupants.

o. "Industrial Purpose" means use of land for the purposes of carrying on industry and for provision of associated common amenities like Banks, Post Offices, Business Centres, Medical Centres, Estate Offices, Canteens or any other common facilities, Service enterprises as defined under definition (r) herein below and also Logistic Activities as defined herein below under definition (t)

p. "Entrepreneur" includes a person or group of persons forming a Limited Company, Limited Liability Partnership, Partnership firm, a Co-operative Society, or a proprietorship engaged in or intending to engage in industry.

q. "Plot" means any plot of land allotted under these rules to an allottee or an assignee.



r. “Industry” means all manufacturing and service enterprises as defined in the Micro, Small and Medium Enterprises Development Act, 2006. ‘Service Enterprises’ means units engaged in rendering support services for the existing manufacturing enterprises within the industrial estates such as logistics, facilities including godown (excluding stand alone godowns solely for storage purposes), food courts, hotel, canteen, medical centre, conference hall, petrol or diesel pumps, cold storage, banks to support the industries in industrial land. But this shall not include activities like automobile servicing and repairing, retail trading, laundry, medical testing labs, hospitals.

s. “Tahsildar” means the Tahsildar in charge of the Taluk where the land is situated.

t. “Logistics Activities” means Integrated Logistics Parks or Logistics Hubs or e-commerce related logistics activities, Logistics outsourcing including Third-Party Logistics (3PL) and Fourth-Party Logistics (4PL).

u. “Premises” means and includes any plot in the land, sheds, buildings, structures, etc. which are meant for allotment.

v. “Project Report” means a document from which suitability, economic viability and technical feasibility of the proposed industrial activity can be analyzed; prepared by the entrepreneur to be submitted along with the application for allotment of land.

w. “Implementation” means where the unit is fully implemented and commercial production to the capacity indicated in the project report is achieved and the plot or the land allotted for the purpose is fully utilized as envisaged in the project report.

x. “Retention Interest” means the interest payable to the Government by the allottee for keeping the unit defunct after the commencement of the commercial production. This shall be 10% of the total land value as in the case of resumption interest.

3. *Allotment of Government land for industrial purposes.*—1. Government Land shall be allotted or assigned for industrial purposes under these Rules. Government shall identify and issue orders notifying land as industrial land for the purpose of these Rules. The General Manager shall duly consult the local authority as defined in the Kerala Panchayat Raj Act, 1994 (13 of 1994) or the Kerala Municipality Act, 1994 (20 of 1994), as the case may be, while identifying land for industrial purpose.



2. The General Manager shall issue notice regarding the availability of land for general information of the public through leading Malayalam and English dailies and application shall be invited through online for the same. In case of assignment of land claims shall be invited and objections shall be disposed by following the procedure laid down in section 4(1) of Kerala Land Assignment Act, 1960.

3. Land allotted or assigned under these Rules shall be used only for industrial purposes as defined in, sub rule (o) of rule 2.

4. *Conditions for Allotment.*—Land shall be allotted to entrepreneurs on outright purchase basis or on hire purchase basis subject to the following conditions.—

1. The allottee shall take possession of the plot as it is. Further improvements or developments inside the allotted plot shall be the responsibility of the allottees.

2. Allottees shall not effect any excavation upon any part of the allotted plot or remove any stone, sand, soil and trees or any other material there from or do any act detrimental to the interest of the industrial area except in so far as may be necessary, in the opinion of the General Manager, for the purpose of construction including laying the foundation, erection of compound walls or any other work permitted specifically by the General Manager. Trees if any, standing on the plot at the time of allotment, shall be the property of the Government and the allottee or the assignee shall not cut or remove any trees on the land, except in accordance with the relevant provisions of Preservation of Trees Act, 1986 (35 of 1986)

3. The allottee shall not, at any time, do, cause or permit to be caused any nuisance in or upon the allotted land which may be obnoxious or injurious or offensive by reason of effluent, dust, smoke, gas, noise, vibration or fire hazards to neighboring industries. The General Manager shall have full authority to regulate these matters.

4. The allottee shall keep the General Manager indemnified against any and all claims for damages arising as a consequence of the establishment and running of his, her or their unit.

5. The General Manager reserves the right of utilizing vacant portions of allotted or assigned plot at any time for laying of pipelines, cables, underground drainage or drawing overhead lines, installation of transformers, constructing overhead water tanks, drilling bore



wells, open wells, ponds, underground water tanks or any structure as part of the common amenities; without paying any compensation to the allottee or assignee for such use.

6. The allottee shall also observe and comply with all rules and regulations applicable to industrial land prevailing at that time.

7. All established rights of way and all legally subsisting easement rights shall be respected by the allottee or assignee. But public thoroughfare through the Industrial Estates is prohibited.

5. *Application for allotment.*—1. Application for allotment of land for industrial purpose shall be submitted in Form No.1 to the General Manager along with a copy of the project report, the lay out and building plan and copy of the partnership deed or Certificate of registration of Co-operative Society or Company, whichever is applicable or any other relevant document as required by General Manager. The General Manager shall place the same before the District Industrial Land Allotment Committee (DILAC) or State Industrial Land Allotment Committee (SILAC), as the case may be, with her or his specific recommendation thereon in respect of the matters mentioned in rule 7, within 30 days of receipt of the application.

2. Each application for allotment of land under these rules shall be accompanied by an earnest money deposit of Rs 10000/- (ten thousand rupees only). The amount shall be adjusted towards the initial payment that has to be made by the allottee at the time of taking possession of land.

3. The earnest money deposit shall not be refunded except, where the application is rejected or the non-allotment of land is not due to the fault of the applicant.

6. *Allotting Authority.*—The allotment of land for industrial purpose shall be done by the General Manager/the Director of Industries & Commerce. The General Manager, District Industries Centre shall be the allotting authority for plots measuring up to 4.04 Hectares (10 acres) of land and the Director of Industries & Commerce, for plots above 4.04 Hectares (10 acres), based on the recommendations of the respective land allotment committees at District and State levels. The order of priority is to be observed in areas where more than one application is received in respect of one plot.

7. *Matters to be considered by the allotting authority.*—Application for the allotment of



land shall be disposed of by the Allotment Committee (DILAC or SILAC) within a period of six months taking into consideration the viability of the project, the desirability and the suitability of the industry proposed in the area, investment and employment potential of the proposed unit, the capacity of the applicant to conduct the industry, the pollution sensitivity of the area and any other matter as may be ordered from time to time, by the Director of Industries and Commerce. The need for the extent of land applied for, should be clearly stated. The Allotment Committee shall scrutinize the applications after interviewing the applicants and shall prepare the priority list as per the actual extent of land assessed by the Industrial Land Allotment Committee (DILAC or SILAC). An order rejecting the application must specify reasons for rejection. The provisional allotment order of General Manager, District Industries Centre or the Director of Industries and Commerce shall be in Form No. II.

8. *Allotment order.*—The allottee shall remit 50% of the cost of the plot for allotment on hire purchase basis or 100% of the cost of the plot for allotment on outright purchase basis within 15 days from the date of receipt of the provisional allotment order. The General Manager or the Director of Industries and Commerce, as the case may be, shall thereafter issue necessary allotment order in Form No. IIA as expeditiously as possible at any rate within seven working days from the date of receipt of the original challan, in proof of remittance of cost of the plot. Thereafter the allottee shall execute an agreement with the General Manager, District Industries Centre or the Director of Industries and Commerce in Form No. III within seven working days from the date of receipt of a copy of the allotment order in Form No. IIA. The possession of the land shall be given only after issuing the allotment order. The allottee shall issue a receipt for the plot and improvements, if any taken over by him in Form No. IV duly certified by the Estate Officer or Industries Extension Officer having jurisdiction over the area. The Estate Officer shall report the progress of the project execution to the General Manager every six months to ensure timely completion of the project. Delay in project implementation shall be brought to the notice of the General Manager for initiating coercive actions to complete the project as envisaged in the schedule of implementation furnished by the allottee. In the case of allotment on hire purchase basis, the balance 50% shall be paid by the allottee in five equal annual instalments starting on or before the first anniversary of the execution of the agreement with interest at the rate of 10% per annum and an additional penal interest at the rate of 2% per annum over and above the normal interest on delayed payment. Alternatively, the allottee may effect full payment of the balance cost of the plot at any time within the continuance of the hire purchase agreement. The agreement shall be executed in Form No III.



9. *Responsibility of the Allottee.*—Allottee shall take possession of the allotted plot within two weeks from the date of execution of agreement. The allotted plot shall be fenced or protected by compound wall by the allottee within one month from the date of taking possession. The allottee shall commence effective improvements on the allotted or assigned plot within six months from the date of taking possession of the land and shall commence production within two years from the date of execution of the agreement. If the allottee fails to commence the commercial production within two years, the land will be resumed after giving the opportunity of being heard, by the allotting authority. If aggrieved by this, the allottee can file appeal before the Director of Industries and Commerce (for allotment of land upto 10 acres) and the Secretary to Government, Industries Department (for the allotment of land above 10 acres) within 30 days from the date of resumption and the appellate authority shall dispose the appeal within a period of thirty days on receipt of appeal. The maximum period the appellate authority can grant extension is limited to six months only. The entire process for starting the commercial production shall not exceed thirty months inclusive of the extension allowed by the appellate authority. If the allottee fails to commence the commercial production within two years the land will be resumed after giving the opportunity of being heard. The allottee shall submit quarterly progress report in Form No. II(B) to the General Manager and the estate officer shall submit the verification report of the General Manager in Form No. II(C) in every quarter.

10. *Approval of General Manager.*—The allottee shall obtain the approval of the General Manager for the specifications, building and site plans, estimate, sectional drawing and details of the buildings to be erected or constructed on the allotted plot. No construction shall be carried out without such prior written approval.

11. *Defaulted payment.*—In the case of defaulted payment, amounts paid by allottee shall be adjusted first towards penal interest, then towards interest and only thereafter towards principal amount.

12. *Land Value.*—1. The cost of land is calculated on the basis of cost of acquisition of land including survey and demarcation charges, cost of development with interest thereon at the rate of ten percent per annum on Government investment on development up to the date of allotment and Land Acquisition Reference Charges. The land value is liable to be enhanced by the Government from time to time.



2. If land is Government Land to begin with, set apart for such assignment and not land acquired under the Land Acquisition Act, the cost of land shall be calculated based on the prevailing market value of land as determined by the District Collector having jurisdiction. The land value shall include survey and demarcation charges, cost of development with interest thereon at the rate of ten percent per annum on Government investment on development up to the date of allotment and Land Acquisition Reference Charges. The land value is liable to be enhanced by the Government from time to time.

13. *Payment of enhanced compensation has to be made.*—In the event of a competent Civil Court ordering payment of enhanced compensation to the persons affected by acquisition at a later date, such amounts, including those paid and payable, if any, may be apportioned to the allottees in respect of the land allotted or assigned to them and such amounts shall be payable by the allottees or assignees as if those were a part of the original cost of the land allotted or assigned to them.

14. *Liability to pay further amounts.*—Allottees and assignees shall also be liable to pay all further amounts as demanded by the allotting authority on account of provision of infrastructure and costs of maintenance on existing assets that may be incurred subsequent to the allotment or assignment or on account of erroneous determination of land value including value of trees leading to undervaluation.

15. *Application for assignment to be submitted to General Manager.*—Application for assignment shall be submitted by the allottee to the General Manager after full payment of the allotted land in Form V appended to these Rules. Assignment shall be given to the units on satisfying the conditions that the unit is working in full swing and the entire extent of land is utilized for the purpose for which it is allotted. General Manager shall forward the application with due recommendation in Form VI to the District Collector who shall thereupon issue the orders of assignment in Form VI A. For land above 4.04 Hectares, the General Manager shall get concurrence of the Director of Industries and Commerce, for forwarding the application for assignment to the District Collector.

16. *Assignment.*—The Assignment of industrial land shall be ordered by the District Collector on receipt of the payment of all costs in full by the allottee, full utilization of the allotted land and on functioning of the industrial unit in full swing. The transfer of assignment from one assignee to another person or entity may also be made by the District Collector on the recommendation of the General Manager.



17. *Patta to assignee.*—The Tahsildar of the Taluk in which the industrial land is situated shall issue patta to the assignee in Form VII on receipt of the assignment order from the District Collector. Issue of patta shall enable due changes in Revenue Records. If the land is in more than one Taluk, the Revenue Divisional Officer having jurisdiction of that area will be the assigning authority.

18. *Assigned land heritable and alienable.*—1. The land assigned under these Rules shall be heritable and alienable with prior permission in writing of the General Manager.

2. Each Assignee intending to transfer land shall submit an application to the General Manager, District Industries Centre in Form VIII.

3. Each transferee shall give an undertaking in Form VIII A to the effect that he shall;

a) Remit an amount equal to the revised land value as demanded by the Allotting Authority under rule 12 and 13 and outstanding dues, if any, towards apportioned amounts under the Rules, less the land value and apportioned amounts paid by the original assignee or permitted transferee;

b) Utilize the entire extent of the plot for industrial purpose only;

c) Provided however, that where industrial use other than the original line of activity is contemplated, prior permission of the General Manager, District Industries Centre shall be obtained.

19. *Revised assignment order.*—For giving effect to such transfer in revenue records, the General Manager shall, after realizing the difference in land value if any, issue a proceedings in Form No. VIII B. A copy of such proceedings accompanied by his or her recommendation shall be forwarded to the District Collector for issuing revised assignment order in the name of the transferee. The revised patta shall be issued by the Tahasildar and the transferee (s) shall be bound by all the provisions of these Rules as if he or she or they were the original assignee (s). Necessary changes shall be effected in the revenue records, thereafter.

20. *First charge on the assets of industrial unit.*—Industries Department shall have complete title and ownership of the allotted land and first charge on the assets of the industrial



unit provided that this shall not apply where the financing institution or bank, which has financed the allottee, undertakes in the form given in Form No. X to the General Manager to pay off the balance payable on the allotted land.

21. *Land encumbered to financial institutions.*—(1)The land allotted or assigned under these Rules and assets/improvements thereon may, however, be encumbered to any Government financial institution or any Bank for raising funds to set up or run an industrial unit in the plot with the prior permission of the General Manager, District Industries Centre only after remitting the entire amount of land value as determined under these rules.

(2) Mortgage permission shall be issued to the applicants for availing institutional finance by executing a tripartite agreement in Form IX. The Financial institution shall have the first charge over such plot and Government shall have the second charge subject to undertaking in Form X. If the allottee fails to run the industry and on its getting wound up, the allottee shall intimate the General Manager of the possibility of attachment of the property by the financial institution or Bank. The Financial institution or Bank shall have powers to take over the plot in case of default of payment or misutilization by the mortgagor and to transfer the plot with unit to any other entrepreneur to recover their dues with the approval of the General Manager, District Industries Centre on the condition that the purchaser agrees to adhere to the land allotment rules and shall execute an agreement to this effect and that the land shall be used only for industrial purposes. The sales proceeds shall, in such cases, be adjusted against the dues to financial institutions/banks and the rest shall be adjusted against Government dues and balance if any, shall be met by the Financial Institutions as provided under Form X and balance if any shall paid to the allottee.

22. *Defunct Units.*—In case of assigned lands, it shall also be open to the General Manager to dispose of defunct units with the consent of the Banks / Financial Institutions involved after following the due procedure in fixing the first charge on the sale proceeds to the dues of the financial institution or bank, next charge to Government dues, and balance if any, shall be refunded to the allottee.

23. *Resumption of Industrial Units.*—A maximum period of two years is fixed as the period within which the allottee should commence the commercial production for the purpose for which it is allotted. So the time limit for implementation is only two years. In the following cases, the land allotted shall be resumed by the allotting authority:



(i) If the allottee does not start the commercial production on the allotted land within the stipulated period, the land will be resumed after giving the opportunity of being heard. A fine of Rs 250/- per Are per day (Rs.100/- per Cent per day) will be charged for each day of delay after the expiry of thirty months from the date of agreement till the date of resumption, if the land could not be resumed for any reason whatsoever. If the allottee does not pay the penalty, the provisions of the Kerala Revenue Recovery Act of 1968 shall be invoked to recover the dues.

After the appointed date of resumption specified as per rules, the penalty will start accruing irrespective of any proceedings whatsoever pending in any forum. The General Manager is to take appropriate action to calculate and collect the penalty and invoke the provisions of the Kerala Revenue Recovery Act, 1968 in case of need.

(ii) In case a unit, after commencing commercial production, ceases to function, a period of one year shall be given to the allottee to restore the unit to normalcy and restart production process. By this time, notices shall be served to the allottee and opportunity to be heard shall be given. Land shall be resumed without further notice, if the allottee fails to restart the unit within one year and no extension of time will be granted thereafter.

(iii) If a transfer or takeover is proposed during the period of restoration, then the transfer may be allowed on condition that the transferee should start the business within one year from that date of transfer. If the transferee cannot start the production process within the one year period, then the land will be resumed after giving the opportunity of being heard. A penalty of Rs 250/- per Are per day will be charged from the transferor for each day of delay after one year till the date of resumption, if the land could not be resumed for any reason whatsoever. And if the transferor does not pay the penalty, the revenue recovery formalities as per the Kerala Revenue Recovery Act, 1968 shall be initiated. The maximum period for the restarting of the unit will be 24 months (12 months + 12 months (if there is transfer/takeover)).

After the appointed date of resumption specified as per rules, the penalty will start accruing irrespective of any proceedings whatsoever pending in any forum. The General Manager is to take appropriate action to calculate and collect the penalty and invoke the provisions of the Kerala Revenue Recovery Act, 1968 in case of need.

(iv) If the allottee violates any of the terms and conditions of the Land Allotment Rules or Agreement executed at the time of allotment of land.



(v) If the industrial land allotted is found as not fully utilized, then the unutilized portion shall be resumed after affording an opportunity of being heard and such cases shall be disposed off within a period of one month

(vi) If the original allottee sublets/ underlets/rent- out the land.

24. *Power of General Manager in resumption of assigned land.*—The General Manager shall have powers to resume the assigned land in the circumstances outlined in rule 24 after giving the assignee a notice to show cause within 30 days and after hearing her/him. The General Manager shall recommend to the District Collector to cancel the assignment / patta and resume the land.

The allottee, if aggrieved by the decision of General Manager, may file appeal before the Director of Industries & Commerce within 30 days on receipt of a copy of resumption order and the Director shall dispose the appeal within 30 days.

25. *The circumstances under which the allotment or assignment cancelled.*—The allotment or assignment of plot shall be liable to be cancelled at any time, if it is found that it was grossly inequitable or was made owing to misrepresentation of facts.

26. *Adjustments of amounts paid for allotment or assignments.*—Amounts paid for industrial lands which are resumed or where allotment/assignment has been cancelled subsequently shall be treated as rent for use and occupation of the plot and such rent shall be calculated at the rate of 10% per annum of the land value at the time of resumption and the excess, if any, shall be refunded to the allottee or the assignee as the case may be.

27. *Procedure in case of resumption.*—In case of resumption, the following procedure shall be followed:

1. If the allottee or assignee has made any improvements on the land without mortgaging such improvement to any financial institution, he shall be at liberty to remove such improvements so as to enable the department to re-allot the plot without any delay. If any of the prospective applicant in the priority list is willing to take over the land with the improvements, it shall be considered favorably on priority basis on the condition that the cost of improvements and assets are valued and returned to the original allottee, after deducting all amounts due to the Government. The valuation shall be done by a Civil Engineer not below the



rank of Assistant Executive Engineer of any Government Department. Mutual agreement between the two parties/arbitration can also be resorted to. In case the above formalities are not resorted to, it shall be open to the General Manager to direct the original allottee to remove any of the improvements within a period of 30 days at the cost of the allottee and if he fails to do so, the General Manager may arrange the same to be removed at the cost of the allottee and dispose of the materials by public auction. If the sale proceeds of such disposals are in excess of the amount due to Government from the allottee, such excess shall be paid to the allottee. If the sale proceeds are in short of the Government dues, the same shall be remitted to the Government by the allottee, failing which revenue recovery steps will be resorted to.

(2) If the allottee or assignee has mortgaged or in any way encumbered the improvements on the land, superstructure etc. to a bank or financial institution for the purpose of raising funds for the construction of buildings, purchase of machinery, working capital etc., thereby creating a first charge in favour of such bank or financial institution, the procedure followed should be as mentioned in rule 21.

28. *Recovery of defaulted amount.*—All amounts due to Government under these rules shall, in case of default, be recoverable from the allottee/assignee as arrears of land revenue under the provisions of Kerala Revenue Recovery Act 1968 for the time being in force.

29. *Payment of taxes.*—The allottee or the assignee shall pay all taxes, cess, land revenue and other dues, if any, payable in respect of land from time to time.

30. *Expenses of execution of documents.*—All costs and expenses incidental to the execution of any document under these rules shall be borne by the allottee.

31. *Right to enter the allotted premises.*—The General Manager and officers under her or him shall have the right to enter and inspect at all reasonable times in the allotted premises to review the progress of project to ensure that no contravention of the terms and conditions of allotment/assignment/agreement takes place.

32. *Maintenance of Registers.*—The General Managers shall maintain registers in Form No XI and in Department website for each Industrial Area giving, details of allotted units, details of allotment/assignment/patta issued, payment effected, dues outstanding and such other relevant details.



33. *Lock-in Period.*—1. There will be a lock-in period imposed such that no transfer/change in constitution will be allowed for a period of three years from the date of allotment.

2) Lock-in period in respect of change of product/activity shall be six months only from the date of allotment. The lock-in period is applicable to subsequent changes also.

34. *Transfer and Change of Possession.*—1. For the above purpose, transfer of allotted property will mean transfer of allotted property to a new legal entity including merger, acquisition and amalgamation of the companies. It will also include transfer of allotted property by an Individual/Firm/Company or any other allottee as the case may be. There will be a lock-in period imposed such that no transfer/change in constitution will be allowed for a period of three years from the date of allotment. In case of transfer of land, the transferee shall pay Rs.25,000/- (Twenty five thousand only) as processing fees.

2. The following cases shall be deemed as transfer:

i. In the case of change of proprietorship firm to partnership firm resulting in the share of the original allottee falls below 51%.

ii. In case of transfer to a person other than the legal heirs of the deceased allottee in the case of sole proprietorship.

iii. If the shares of the original partner /partners fall(s) below 51%, in the case of partnership firms and limited liability partnership firms.

iv. In the case of private limited company,

(a) if the major share (51 % or above) gets transferred through exit of shareholders, at the time of allotment.

(b) if by the induction of new share holders, the share of the original shareholder(s) is diluted to below 51%.

v. In the case of Government company, due to change in ownership through investment leading to a shareholding of 51% or more or by way of disinvestment.

3. Transfer of land will be allowed with the condition that the transferee should start the production process in the land, so allotted, within one year from the date of transfer. If the



transferee fails to start the production process within the period of one year, resumption of land will be done by the General Manager after issuing notices and giving opportunity to be heard in accordance with these rules.

4. A penalty of Rs 250/- per Are per day will be charged from the transferee for each day of delay after one year till the date of resumption if the land could not be resumed due to reasons beyond the control of the General Manager and if the transferee does not pay the penalty, the Revenue Recovery formalities as per Revenue Recovery Act of 1968 shall be initiated.

5. After the appointed date of resumption specified as per rules, the penalty will start accruing irrespective of any proceedings whatsoever pending in any forum. The General Manager is to take appropriate action to calculate and collect the penalty and invoke the provisions of the Kerala Revenue Recovery Act, 1968 in case of need.

6. If an allottee fails to utilize the land properly and engage in unauthorized transfer or violates the agreement, land will stand resumed after giving the opportunity of being heard and the allottee will become ineligible for any allotment of industrial land in any Development Area/Development Plot /Functional Industrial Estates in future.

7. If a land is transferred without prior consent of the Competent Authority, then there will be a penalty of Rs 250/- per Are per day from the date of unauthorized transfer. And if the transferee does not pay the penalty so imposed, the Revenue Recovery formalities as per Kerala Revenue Recovery Act, 1968 shall be initiated.

35. *Change in Constitution.*—1. Change in constitution means change in share holding pattern of the allottee and or change in legal status of the allottee. The proposal for change in constitution will be considered by the allotting authority only after three years from the date of allotment. For any change in constitution, prior permission of the competent authority shall be obtained. All constitution changes (except as provided in **Clause 35(2)a and Clause 35(2) b**) will be allowed only by remittance of Rs.25,000/- (Twenty five thousand only) as processing fees.

2. The following cases shall be considered as constitution changes:

a. In case of proprietorship, if the original allottee dies, and if the unit is transferred to legal heirs (with no other changes).



b. In the case of partnership firm/company and wherein changes occur on account of death of members/partners/shareholders/directors of the allottee and if a legal heir(s) occupies his/their position (with no other changes).

c. In the case of partnership firm/ company if the position of the deceased person is occupied by person other than legal heirs and if that person's share holding does not exceed 49%.

d. In the case of induction / retirement of partners/share holders, the shareholders/ partners/members at the time of allotment should hold not less than 51% equity share in profit & loss of the business. Lock in period of three years will not applicable for (a)&(b).

36. *Change of Product or Industrial Activity or Name of Entity.*—1. The allottee shall not change the proposed product or activity without the prior permission of competent authority.

2. An allottee shall be allowed to switch over to new product/activity only after six months from the date of commencement of allotment and in the following circumstances only.

i) The existing product has not much demand in the market.

ii) Due to change of policy of the Government, the existing product/activity is not a permissible industrial activity.

iii) If the permission from Pollution Control Board or other statutory authority is not forthcoming for the product originally envisaged.

iv) On transfer of land the new entrepreneur wishes to change the product as an ancillary to his existing industry.

v) When a unit is merged with any other unit under a scheme of amalgamation or merger.

vi) For any other valid reason when the allotting authority considers *it* desirable that a change of product/activity is to be allowed.

3. The request of the allottee for change of name of the firm will be approved by the competent authority provided it does not fall under the category of change in constitution/ activity/ product or transfer.



The allotting authority shall, in its absolute discretion, reject any application for change in product/activity if such a product/activity is not a permissible industrial activity in any industrial land earmarked for a specific product/activity. The entrepreneur should obtain prior permission from the competent authority for the proposed activity/product, who shall also certify the suitability and desirability of the new activity/product.

4. The allottee shall remit Rs.10,000/- (Ten thousand only) as processing fee along with the application for change of product/ industrial activity.

5. If any change of activity or product is made without the prior consent of the Allotting Authority, the allottee shall remit an amount Rs.1,00,000/- (One lakh only) as penalty to get this change regularized.

6. If the allottee undertakes any activity not permissible in the industrial land, then this action shall be treated as a breach of the Rules and the land shall be resumed forthwith by following established procedures.

37. General Conditions.—1. Any application for transfer of land, change in constitution or change in activity should be disposed off within 45 days from the date of receipt of application by the Allotting Authority. If the reason for the request is not justified, the application has to be rejected. If the Allotting Authority fails to take a decision within the specified period, the approval is deemed to be obtained

2. The allottee shall not sublet or underlet or lease out or create any encumbrance of the land under any circumstance, other than in the case of space allotment in vertical development scheme/logistics projects. Subletting of industrial unit in Development Area/Development Plot/Functional Industrial Estates shall not be permitted under any circumstances and the Allotting Authority shall have the power to resume that land after following established procedures if found so.

3. The allottee shall pay land tax, building tax and all other kinds of taxes, cess etc. if any, payable to the local authority and other Governmental Agencies from time to time, in respect of the land and furnish a copy of the receipt to the allotting authority for record purpose.

4. The allottee shall not alter the survey boundaries of the property and excavate the sand and minerals from the land except for the foundation of the building proposed to be constructed for setting up the unit as per the plan approved by the appropriate authority.



5. The allottee shall not cut and remove any trees standing on the land, except when it is absolutely necessary for removing soil for foundation with the consent of the allotting authority. The Allotting Authority will have full authority to dispose of all such materials in public auction.

6. The allotment is liable to be cancelled if allottee contravenes any of the provisions mentioned above.

7. The allottee can be permitted by the allotting authority to mortgage the property to raise finance for the industrial unit situated in that land after executing a tripartite agreement in prescribed format

8. Government land for industrial purposes under the Department of Industries and Commerce are named as Industrial Development Area/Industrial Development Plot /Functional Industrial estates etc. Department of Industries shall be vested with the powers to administer, control, manage and monitor the activities in the above Industrial Development Area/ Development Plot/Functional Industrial estates etc.

9. The land already allotted on lease basis vide G. O. (Ms) No. 17/2016/ID dated Thirtieth January Two thousand and sixteen shall stand migrated to this hire purchase rule with effect from the date of this order. In such cases the allottees shall be bound to execute an agreement under Hire Purchase/Outright Purchase basis as the case may be. The lease premium already remitted shall be adjusted against the Hire Purchase/ Outright purchase value of the land. The balance if any shall be retained as advance to meet the enhancements in the land value till the assignment of the allotted land.

38. Dispute if any on any matter not covered under the provisions of these Rules shall be referred to Government.

39. Effect of acts done.—All acts done with regard to industrial land such as allotment, assignment, resumption etc. in accordance with the rules superseded shall be deemed to have been done under the corresponding provisions of these Rules.



FORM I
(Rule – 5)

**APPLICATION FOR ALLOTMENT OF PLOTS IN INDUSTRIALS
DEVELOPMENT AREA/ DEVELOPMENT PLOT/INDUSTRIAL ESTATE**

1. (a) Name and full postal address of the Applicant with telephone number.

(b) Permanent address of the applicant with telephone No.

2. Nature & Constitution of entity i.e Proprietary/Partnership/Private Ltd./Public Ltd./LLP/ Company under incorporation/Co-operative.
(Whether it has been registered as such; if so, a copy of Certificate of registration/ incorporation to be enclosed)

3. Name(s) of proprietor/partners/Board of Directors
(Copy of Partnership deed/Memorandum and articles of Association of Company to be enclosed)

4. Whether the applicant belongs to Scheduled Caste/ Scheduled Tribe *(If so, certificate to be enclosed)*

5. Proposed capital outlay on:
 - i) Land
 - ii) Building
 - iii) Machinery
 - iv) Other fixed assets

6. Nature of Industry that the applicant proposes to establish with quarterly schedule of implementation
(manufacturing activities proposed to be undertaken with a brief description of raw materials, machineries, products)

7. Extent of land required

8. Type and Size of the buildings proposed
 - i) Break up of total plot area to be indicated
 - a) Factory buildings
 - b) Office and other ancillary purposes



- ii) Plinth area of the proposed buildings:
(Lay out plan to be attached)
 - iii) Period within which construction work is expected to be completed from the date of taking over possession of plot.
 - iv) Date by which the unit is expected to become functional.
9. Whether the undertaking is covered by the Industries (Development and Regulation) Act, 1951.
- i) *If yes, a copy of the license/letter of intent to be enclosed.*
 - ii) Particulars of registration/approvals
10. (i) Details of Manufacturing activity proposed

Name of the product Annual proposed Installed capacity Capacity

- (ii) Details of Job work/Services in support of the respective industrial units of IDA or IDP/ Logistic activities proposed
11. Staff and Labour (Strength)
- a) Administrative
 - b) Skilled
 - c) Semiskilled
 - d) Unskilled
 - e) Other categories, such as Technical/ Supervisory etc.
12. a) Power supply (Contract Demand *in KVA*)
- b) Quantum of Kilowatts required and time period within which unit is expected to be energised.
13. Anticipated water requirement for Industrial/other uses.
(in kilo liters/day).
14. a) Nature of effluent, if any.
- Whether effluent shall be treated to the standards prescribed by State Pollution Control Board before discharge.



b) Quantity of effluent, if any (Kilo liters per day)

15. Details of remittance of Ernest Money Deposit

(Treasury chalan with No. and

Date Name of Treasury, Bank etc)

16. I/We have read the rules governing the Allotment/Assignment and use of

Industrial Land and I/We undertake to abide by them.

I/We further state that the particulars given above are true and correct to the best of my/our knowledge and belief.

Place :

Date :

SIGNATURE OF APPLICANT



FORM NO. II
(RULE -7)
PROVISIONAL ALLOTMENT ORDER

No.

From

The General Manger
 District Industries Centre

.....

To

Sri/Smt.

(Applicants address)

Sir,

Sub:— Industries- Provisional allotment of land for Industrial purpose
 in -
 intimation reg.

Ref :— Application dt

Your application under reference has been considered by the allotting authority in its meeting held on and you are hereby informed that hectare/are (..... acre/cents) of land in Survey Number Old Survey Number Block Number Village Taluk District, in Development Area/Development Plot/Industrial Estate (location) is provisionally allotted in the name of (Name and address of unit) for the establishment of an Industrial unit for the manufacture/service of (activity) with effect from the date of issuance of this letter.

The allotment shall be purely provisional and shall be subject to the following conditions:—

- i) The existing land value shall be Rs per are/(Rs..... per cent)



- ii) ii) The allottee shall remit 50 percentage of the cost of the plot for allotment on hire purchase basis/100 percentage of the cost of the plot for allotment on outright purchase (whichever is applicable) within 15 days of the date of receipt of this order.

GENERAL MANAGER
DISTRICT INDUSTRIE CENTRE

Copy to:

1. Estate Officer
2. Industries Extension Officer
3. Assistant District Industries Officer, Taluk Industries Officer
4. Stock file



FORM IIA**(Rule-8)****Allotment Order****Proceedings of General Manger, District Industries Centre,****(Present : Shri/Smt.)**

Sub: —Industries- Allotment of land for Industrial purpose on hire purchase/outright purchase basis-sanctioned-orders issued.

No.

Dated:

Read :—

1. Application dated of Shri/Smt.
M/s
2. Provisional allotment order of even number dated
of this Office.

.....
..... (Full Name and Address) has/have applied for the allotment of land on outright/hire purchase basis in the Industrial Development Area/Industrial Development Plot/Industrial Estatefor the establishment of a unit for the activity of

The application had been considered by the allotting authority in its meeting held on and it was decided to provisionally allot the land in the name of Accordingly provisional allotment was ordered vide reference 2nd cited by this office.

Now the allottee has remitted an amount of Rs. being 50 percentage/100 percentage Cost of land for hire purchase/outright purchase basis vide challan No. Dated in District Treasury/Sub Treasury.



ORDER

In the above circumstances and in exercise of powers conferred on the undersigned as per Government Land (Allotment & Assignment for Industrial Purposes) Rules 2021, sanction is hereby accorded for the allotment of land admeasuring Hectares/Acre (..... Acre/Cent) comprised in(Survey No.) (old Survey No.) in (Block No.) Village in Industrial Development Area/Industrial Plot/Industrial Estate (as described in Schedule 1 of this order) on outright/hire purchase basis to (Name and Address in full) M/s

 for the establishment of their/his/her unit for conducting the activity of subject to the terms and conditions contained in Government Land (Allotment & Assignment for Industrial Purposes) Rules, 2021 and specifically subject to the following conditions:—

- 1) The land shall be allotted on as is where is condition at the current land value of Rs..... per Are (Rs. per Cent).
- 2) The allottee shall take possession of the allotted plot within two weeks from the date of execution of the agreement in Form No. III, failing which the allotting authority shall initiate action to cancel the allotment. The allotted plot shall be fenced or protected by compound wall by the allottee within one month, thereafter. The Allottee shall commence effective improvements on the plot within six months from the date of taking possession and shall commence production within two years, failing which the land shall be resumed by the allotting authority. Loss, if any, incurred by the Department shall be realised from the allottee as per rules.
- 3) The balance amount payable towards the land value is to be paid in five equal annual instalments as per terms and conditions in the agreement (*To be included in the case of hire purchase only*)
- 4) The Estate Officer, Industrial Development Area/ Industrial Development Plot/Industrial Estate is hereby authorised to give possession of the land described hereunder after completing all formalities as per rules.

Sanction is also hereby accorded for putting up factory building as per lay out plan submitted.

GENERAL MANAGER



To

M/s.

Schedule 1

Extent of land:	Acre Hectare	Cent Are	Sq. links Sq. M.
-----------------	-----------------	-------------	---------------------

Survey Number :

Old Survey Number :

Block Number :

Village :

Taluk :

District :

Boundaries : North-
South-
East-
West-

Details of improvements, if any. :

Details of Trees having girth above 90 cm at
chest height, if any. :

Copy to :—

- 1) The Estate Officer
 - 2) The Industries Extension Officer
 - 3) The Assistant District Industries Officer, Taluk Industries
Office,
- Stock file/Spare.



FORM IIB**(Rule-9)****Implementation Progress Report For the Quarter****Name of Industrial Estate :****Name of Allottee (s) :****Name and Address of the Unit :****Allotment Order Number and Date :****Date of taking possession of the land :****Activities or Events carried out in each month.**

First Month	Second Month	Third Month

Place:**Date:****Name and Signature of Allottee****Mobile Number**

FORM IIC**(Rule-9)****Verification Report of Estate Officer for the Quarter.....**

Name of Industrial Estate :
 Name of Allottee (s) :
 Name and Address of the Unit :
 Allotment Order Number and Date :
 Date of taking possession of the land :
 By the allottee :

Activities or Events carried out in each month as reported by the allottee

First Month	Second Month	Third Month

I have conducted a site visit and found that the project is going on (a) as per schedule/(b) behind the schedule/(c) ahead of the schedule. More details are furnished as follows.

Place :

Date :

Name and Signature of Estate Officer

Mobile Number



FORM III**Rule 8****AGREEMENT FOR ALLOTMENT OF PLOT ON HIRE PURCHASE / OUT RIGHT PURCHASE**

ARTICLES of Agreements made this the day of
of BETWEEN The Governor of Kerala (hereinafter referred
to as “Government”) on the one part and Shri/Smt.
Son/daughter of Shri/Smt.
Aged, Village,
Taluk, District on behalf of M/s
Proprietary/Partnership/Co-operative Society/ Company incorporated or registered under
the Act and having its registered office
at

(hereinafter referred to as “the allottee”) which shall include his /her/their legal heirs,
executors, administrators, legal representatives and permitted assignees on the other part.

WHEREAS on the application of the allottee under Government Land (Allotment and
Assignment for Industrial Purposes) Rules, 2023 *(hereafter referred to as the Rules)*, the
Government have agreed to let and the allottee has agreed to take on hire/outright purchase the
land, as described in the schedule written hereunder *(here after referred to as the plot)* for the
purpose of setting up an Industrial unit for conducting the activity of

AND WHEREAS the allottee has paid a sum of Rs. (Rupees
only), the receipt of which the Government hereby acknowledge, representing 50% or 100%
of the total value of the plot including any improvements thereon as fixed by the Government
and requested Government to treat the balance amount (if any) as a loan advanced to the allottee
repayable on such terms and conditions as herein contained together with the interest as herein
specified [*applicable in the case of hire purchase only*]



NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. The allottee shall pay the balance of the value of 50% of the total value of the plot amounting to Rs..... (Rupees.....only) in five equal annual instalments with interest at the rate of 10% per annum. The first instalment shall be payable on , being the completion of one year from the date of remittance of initial payment and the subsequent instalments shall be paid on the corresponding dates of the succeeding years.
2. The interest due on the entire amount outstanding at the time of payment of an instalment shall be paid along with that instalment.
3. Penal interest at the rate of 2% per annum over and above the normal rate of interest shall be paid on defaulted instalments calculated from the due date of such instalments to the date of actual payments.
(The clauses 1,2,3,shall be applicable only in the case of allotment on Hire Purchase.)
4. The plot shall be utilised exclusively for the purpose for which it is allotted and no change shall be made without the written prior sanction of the General Manger, District Industries Centre.
5. The allottee shall not sublet, lease, part with possession of the allotted plot under any circumstances during the continuance of this agreement. However the allottee shall be permitted to mortgage the allotted plot for availing industrial finance, for setting up the unit in the allotted plot, with the prior written permission of the General Manager DIC or the Director of Industries and Commerce, as the case may be, by executing a tripartite agreement in Form No. IX
6. Until the entire value of the plot with interest as mentioned above is paid in full, the plot shall remain the property of the Government and the allottee shall not have any right over the plot. The land shall be heritable and alienable with the prior written permission of the General Manager but, the absolute ownership of the land shall be vested with the Government. The allottee shall utilise the plot for the purpose for which it is allotted. However the plot with the assets of the unit there on may be mortgaged by the allottee to avail money from financing institution/Bank shall undertake, in writing to pay to Government, such sums as may remain due on the plot.



The allottee shall also undertake to inform Government the details of finances so raised on the security of the plot from time to time till such loans are repaid, and the charge of the Government shall stand converted into a first charge when the obligation to the financing institution/Banks stands liquidated. The allottee shall keep the General Manager DIC updated about the repayment of the loans in every six months till the entire loan dues are repaid.

7. The allottee undertakes and agrees to pay to the Government all further amounts demanded under rule, 13 & 14 towards enhanced compensation and development charges apportioned and fixed on the plot from time to time.
8. The allottee agrees to take possession of the plot within two weeks from the date of execution of this agreement and shall take further steps for the implementation of the projects as per the terms and conditions stipulated in Form No.IIA.
9. The allottee undertakes and agrees to surrender the plot to Government and restore to its original status, in case it is no longer required by him. In such a case, the allottee agrees to treat all payments made by him till date as retention interest for use and occupation of the plot.
10. The allottee shall not effect any excavation upon any part of the allotted plot or remove any stone, earth, sand, laterite, trees or any other material there from or do any act detrimental to the interest of the industrial area and to the Government except in so far as may be necessary, in the opinion of the General Manager for the purpose of forming the foundation of the building and compound walls or any other work permitted specifically by the General Manager. Trees standing on the land at the time of allotment shall continue to be the property of Governments even after assignment.
11. The allottee shall get the approval of the General Manager for the specifications, plans, elevations, sections and details of the industrial buildings to be erected on the allotted land. No work shall be commenced without such approval.
12. The allottee agrees to keep insured all the buildings or structures and fixtures in the plot against loss or damage by fire and also to keep Government indemnified against any fact and all claims for damages which may be caused to any adjoining units. The fuel tanks, chemical storage tanks and other inflammable and hazardous chemical storage tanks shall be isolated by construction compound walls around each one of them.



13. The allottee shall, at all times, maintain the plot and premises properly to avoid accidents and calamities.
14. The allottee shall permit the Government to utilise vacant portions of the allotted plot at any time for laying pipelines, cables, underground drainage or drawing overhead lines, Common Effluent Treatment Plant, Sewage Treatment Plant, Solid waste treatment plants, Hazardous Waste Treatment plants, Renewable Energy Generation Stations, Vehicle recharging points, Electrical sub-stations etc.
15. The officers of the Industries Department, authorised by the Government in this behalf shall have power and authority to inspect the said plot at any time and the allottee shall render necessary assistance and facilities for such inspection.
16. The allottee shall pay all taxes, cess and other charges payables in respect of the said property to Government from time to time.
17. The allottee shall have the right to purchase the said plot at any time by paying the balance amount lump due to the Government (*Applicable only in the case of Hire Purchase*)
18. The allottee shall not put up additional structures within the land without prior written approval of the General Manager, District Industries Centre. The non compliance of which will result in the removal of the aforesaid structures by General Manager, District Industries Centre, at the allottees cost.
19. When all the sums due to Government are paid and the Government are satisfied that the plot is maintained properly, the Government shall transfer the ownership of the plot to the allottee, as per rules but the absolute ownership and title always be vested with the Government.
20. In case the allottee fails to surrender the said plot when demanded, the allottee shall be considered to be trespasser liable to be proceeded against and evicted under the provisions of the Land Conservancy Act, 1957 for the time being in force.
21. In case the allottee commits breach of any or all of the provisions herein contained, the allottee shall surrender possession of the plot to the Government immediately on demand and the Government shall have power to deal with the plot in any manner the Government deem fit.



22. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the allottee and his assets movable and immovable under provisions of the Kerala Revenue Recovery Act, 1968, for the time being in force as if such sums were arrears of land revenues and in such other manner as the Government may deem it.
23. In all matters of doubt concerning and in respect of this agreement, the decision of the Director of Industries and Commerce shall be final and binding on the allottee.
24. During the continuance of this agreement, the Government shall have the power to add, delete or amend the conditions laid down herein and in the Rules.
25. The allottee shall be bound by the terms and conditions of the Rules with additions and amendments there of which shall form part of this Agreement as if incorporated herein.

IN WITNESS WHEREOF SHRI/SMT.

for and on behalf of Governor of Kerala and Shri/Smt.

The allottee, have here unto set their hands on the day month and year first above written.



SCHEDULE I**(Here enter the details of the plot)**

Name of Industrial Development Area/ Industrial Development Plot / Industrial
Estate

Plot No.

Taluk

Revenue Village

Block Number

Survey number(old Survey number.....)

Extent..... (Hectare/Are) (..... (Acre/Cent))

Boundaries:

East-

West-

North-

South-

Signed by Shri/Smt.

For and on behalf of the Government

In the presence of witnesses :—

1.

2.

Signed by Shri/Smt.

the Hirer in the presence of witnesses :—

1.

2.



FORM IV
(See rule 8)
RECEIPT

I
 Son/Daughter of aged.....
 now residing at Village..... Taluk
 District have taken possession of the plot of land
 admeasuring Hectare/Ares Acres/
 Cent in Survey No. (Old Sy. No.) Block
 No. Village..... Taluk
 District in Development
 Area/Development plot/Industrial Estate from General Manager, District Industries Centre
 allotted vide proceedings No.
 dated on this day
 of (month) (year) along with the trees and
 improvements specified below.

1.

2.

3.

Signature:

Name:

Address:

Handed over the plot as described above by the undersigned, on behalf of General Manger,
 District Industries Centre, as authorised by him / her.

Place:

Signature:

Date:

Name

Estate Officer



FORM V
APPLICATION FOR ASSIGNMENT OF INDUSTRIAL LAND ON REGISTRY
(Rule 15)

(To be submitted through the General Manager, District Industries Centre, in quadruplicate)

To

The District Collector

.....

Sir,

A plot of land admeasuring Hectare/..... Acres..... Sq. metre in Development Area/ Development Plot/Industrial Estate (the details of which are given hereunder) had been allotted to for the purpose described in the application. I/We have utilised the land for the purpose for which it has been allotted and I/We am/are eligible to get the land assigned on registry in my/our favour under the provisions of the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023. I/We therefore request that this land may be assigned to me/us.

1. Details of land

A. Name of Development Area/Development Plot/Industrial Estate

B. Plot No. (s) if any

C. Revenue Village

D. Block No.

E. Survey No. (S) (Old Sy. No.)

F. Extent :

G. Boundaries:

East

West



North

South

2. Details of purpose of assignment

A. Name of Industrial Unit :

B. Constitution

Proprietary/partnership/ Pvt. Ltd/Limited/LLP/Company/Corporation/
Co-operative/any other (*specify*)

C. Registration details of the Firm/Society/Company

D. Details of Enterprise Registration like Udyam /IEM or any other

E. Nature of activity (*manufacturing/others specify*)

F. Date of Commencement of commercial Production

G. No. and date of allotment order

3. Details of payment

Amount:

Date of remittance:

Chellan No:

Name of Treasury:

I/We do here by declare that the details furnished above are correct. I/We do also declare that I/We have read the provisions of the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023 and I/We agree to abide by these rules and any amendments in rules that may be framed in this regard by the Government of Kerala from time to time.

(Signature of the applicant)

Date:

Place:

Address:

Name:

Designation:



FORM VI
(See rule 15)
RECOMMENDATION FOR ASSIGNMENT

No .

Date:

A plot of land measuringHectare (..... AcreCent) of land in Development Area/Development Plot/Industrial Estates had been allotted to(Name &Address of allottee) vide this office Order No. dated possession of the land had been handed over to the party on He/She /They have paid the full value of the land and are eligible for getting the land assigned in their favour. Hence I recommend that the land described hereunder may be assigned in favour of applicant (s) on registry for the purpose of establishing an industrial unit for the manufacture of subject to the conditions prescribed in the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023

1. Name of allottee:

2. Full Address:

3. Details of land

A. Name of Development Area/Development Plot/Industrial Estate etc.

B. Plot No. if any

C. Revenue Village

D. Block No.

E. Survey No.: (Old Sy. No.)

F. Extent: Hectare (..... Acre/cent)

E Boundaries:

East:

West

North

South

4. Purpose of Assignment

Nature of activity (Manufacture/Service/Job work).....

5 Details of Land value remittance.

Sl. No.	Name of Treasury	Amount	Chalan No. & Date
1.			
2.			
3.			

(please add separate sheet if necessary)

Copies of the enclosed documents have been verified by the undersigned and countersigned.

1. Industrial Unit Registration
2. Affidavit/Indemnity bond (on stamp paper worth Rs 200 / subject to change) to be executed by the applicant that further dues if any found payable after the date of assignment shall be paid by the allottee.
3. Declaration of the party.
4. Copies of Chalan receipts with certified reconciliation statement.
5. Land allotment proceedings (Form IIA)
6. Proceedings of transfer of land, (Form VIII B); if applicable.
7. Agreement (Form III)
8. Form of Receipt (Form IV)
9. Land Value calculation statement
10. Survey Sketch
11. Partnership deed or Memorandum and Articles of Association with Registration Certificate, as the case may be.
12. Declaration of the agreement (Form VI A and VII); if applicable.

Place:

General Manager

Date:

District Industries Centre



FORM VI A
(See rule 15)

ORDER OF ASSIGNMENT OF INDUSTRIAL LAND ON REGISTRY

Proceedings of the District Collector,

(Present :)

Sub:- Assignment of Industrial Land on Registry - Sanctioned – Orders issued

No.

Dated:

1. Application Dtd.
2. Recommendation of General Manager, District Industries Centre dtd

Mr/Mrs/Messrs.....

.....Proprietor/Owner/Promoter/ManagingPartner/ManagingDirector/CMD of

..... (*Name and address of the unit*) is/are informed that his /her/their application for assignment of industrial land/lands described in the schedule appended to this order is hereby accepted and that the land/lands described in scheduled is/are assigned to him/her/them subject to the following conditions laid down in the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023

..... (*Name and address of the unit*) is/are informed that his /her/their application for assignment of industrial land/lands described in the schedule appended to this order is hereby accepted and that the land/lands described in scheduled is/are assigned to him/her/them subject to the following conditions laid down in the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023

1. i) That the land assigned shall be heritable but shall not be alienated or encumbered without the prior permission in writing of the General Manager, District Industrial Centre, concerned.
- ii) That the land assigned shall be used only for industrial purpose for which it is assigned (to be specified)

2. That the registry shall be liable to be cancelled for contravention of the conditions specified in the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023 and also for contravention of any of the conditions specified in the patta.



3. The land shall be heritable, but shall not be alienated except for the purpose and subject to conditions expressly laid down in the Rules.
4. The land may be encumbered only to financial institutions/bank with prior written permission of General Manager District Industries Centre and only for the purpose of raising funds to establish and operate the Industrial unit proposed in the allotted plot.
5. In the event of alienation, the land shall not be registered in the names of transferee unless such transferee/transferor has remitted the difference in the land value if any , and all other amounts outstanding to Government as on date of application for transfer of registry of land, and on producing a certificate to this effect from the General Manager of the District Industries Centre, concerned.
6. That the registry shall also be liable for cancellation if it is found that it was grossly inequitable or was made owing to misrepresentation of facts or in excess of the limits of the powers delegated to the assigning authority or there was an irregularity in the procedure.
7. That in the event of cancellation of registry the Government may take possession of the land with the buildings and improvements, if any, there on and pay the industrialist the amount paid by him as the value of the land after deducting there from interest at 10% per annum on Government investment on the land for the period from the date of award to the date of cancelation of patta by the Government. Value of any building constructed or of any improvement effected therein by the assignee shall also be payable.
8. That the assignee shall be liable for the payment of the full outstanding dues charged on the land with effect from the year in which the patta is issued.
9. That the land shall be subject to all local taxes and local rates payable by law or custom
10. That the assignee shall be liable to pay all amounts as provided for in the rules.
11. That the existing and customary rights of Government and the public with regard to roads, paths and rivers, streams and channels running through or bounding the land, and the right of Government to the mines and quarries in and adjacent to the said land, are reserved and are in no way affected by the grant of patta.



12. That the assignee shall be bound by the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023 in force from time to time.
13. Other conditions, if any, which the Government may impose.
14. The assignee shall be bound to pay all further amounts demanded under rule 13 and 14 towards enhanced compensation and development charges apportioned and fixed on the plot from time to time.
15. Any other conditions *(to be specified by General Manager District Industries Centre/ District Collector)*
16. The land assigned by this order shall be liable to be resumed without payment of compensation for contravention of any/ all of the conditions of this order or of the terms and conditions laid down in the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023.

Place:
Date

General Manager
District Industries Centre



SCHEDULE OF LAND**NAME OF Development Area/Development Plot/Industrial Estate****PLOT Number, If any.....**

District Taluk Village Block No. Survey No and Old Sy. No. Extent (Hector)

[BOUNDARIES]

East:

South:

West:

North:

Assessment

Rs.

Survey and Demarcation Charges		Land Value		Value of other improvement		Total amounts due	
Rs	Ps	Rs	Ps	Rs	Ps	Rs	Ps

Place

Date

Signature and Designation of Officer issuing the order

To

Sri.....

M/s.....



DECLARATION

I (Proprietor/Managing Partner/Managing Director/CMD) M/s..... declare that I shall hold the grant subject to the conditions specified above and shall abide by the Rules which are now in force or may thereafter be issued by the Government with regard to the assignment of Government land in Development Area/Development Plot/Industrial Estate.

Place

Date

Signature of Assignee



FORM VII
(See rule 17)

PATTA

Number :
 District :
 Taluk :
 Village :
 Name of Pattadar/s :
 Block Number :
 Survey Number : (Old Sy. No.)
 Sub –division number :
 Wet or Dry :
 Extent : Hectare/ Are Acre / Cent
 Land Tax :

The amount of tax as per this patta should be paid to the Village Officer concerned.

Station:

Date:

Assigning Authority:

1. That the land shall be used only for the industrial purpose as per rules.
2. The land shall be heritable, but shall not be alienated except for the purposes and subject to conditions expressly laid down in the Rules.
3. The land shall be mortgaged to financial institutions only with prior permission of the General Manager, District Industries Centre for raising funds to start an industrial unit in this land.
4. In the event of alienation, land shall not be registered in the names of transferees unless such transferee/transferor has remitted the difference in the land value if any, and all other amounts outstanding to Government as on date of application for transfer of registration of land and on producing a certificate to this effect from the General Manager of the District Industries Centre, concerned.



- 5. The Assign shall be bound to pay all further amounts demanded towards enhanced compensation and development charges apportioned and fixed on the plot under Rules 13 and 14 of Government land (Allotment& Assignment for Industrial Purposes) Rules, 2023.
- 6. Any other conditions (*Please specify*)
-
-

The land assigned by the order shall be liable to be resumed without payment of compensation for contravention of any/all of the conditions of this order or of the terms and conditions laid down in the Government Land(Allotment and Assignment for Industrial Purposes) Rules 2023.

DECLARATION

I Proprietor/Managing Partner/ Managing Director/CMD of M/s

(Name and Address) declare that I shall bind myself to all conditions specified above.

Place

Date

Signature of the assignee



FORM VIII
(See Rule 18)

Application for transfer of Land

To

The General Manager,

District Industries Centre,

Where as, I
(Name of transferor) owner/partner/Director/Managing Director/CMD/Secretary of
M/s
(Name of firm/Copany/LLP/Society) had been allotted /assigned
(extent) of land, described in the Schedule of this form, vide allotment order No.
dated.....and assignment order No. dated and
where as I, being fully authorized to act on this behalf, intend to transfer the land to
Mr./Mrs/Miss/M/s who has signed
under the schedule of land.

I, therefore, declare and affirm that all my rights and claims to the land described above,
be and shall stand transferred to the above mentioned party under the provisions of Rules, 21
of the Government land (Allotment and Assignment for Industrial Purposes) Rules 2023 and
subject to all other relevant provisions of the above Rules.

I request that the above transfer may be accepted and necessary orders may be issued.

Place:

Signature of the transferor

Date:

Name:

Address:



SCHEDULE

1. Extent of land	:	Hectare/Ares	Acre/Cent
2. Description	:		
A. Survey No.	:		
B. Village	:		
C. Plot No. (if any)	:		
3. Boundaries	:		
Northern	:		
Western	:		
Southern	:		
Eastern	:		
4. Purpose for which land had been assigned	:		
5. Reason for inability to run the unit	:		
Signature of the Transferor			Signature of Transfere



**FORM VIII A
(See rule 18)**

To

The General manager

District Industries Centre

I intend to purchase
(extent) of land described in Schedule of Form VIII owned and possessed by Mr/Miss/Mrs/M/s
.....
.....
..... (Name and Address)
for the purpose of

I hereby agree to abide by all the provisions of Government Land (Allotment and Assignment for Industrial Purpose) Rules, 2023. I also undertake to remit all such sums as may be due to government expend under the rules, including the dues under rules 13 and 14

*I am also submitting application in form I of the rules, for allotment of this land (applicable only if the proposed use is different from the purpose for which land has been originally allotted/ assigned)

OR

*I declare that I shall utilize land only for operating an industrial unit in the same line of activity for which it had been originally assigned (applicable if proposed use is same as the purpose for which the land had been originally allotted/assigned)

(* *Strike off whichever is not applicable*)

Place:

Signature

Date:

Name (transferee) Address



FORM VIII B**(See rule 19)****PROCEEDINGS OF GENERAL MANAGER****DISTRICT INDUSTRIES CENTRE.....****(Present: Sri/Smt)**

No.

Dated

Sub :— Industries-Transfer of land-sanction accorded- orders issued

Read :—

1. Proceedings/Assignment order No. dtd.
2. Application dated from the transferor.
3. Application dated from transferee

An extent ofHectare/Are (.....Acre/cent) of Land comprised in Survey No.in Development Area/ Development Plot/Industrial Estate has been allotted/assigned to Sri/Smt vide proceedings/Assignment order cited, for starting an industrial unit for the manufacture of Now Sri/Smt. (Name and Address) has applied for the transfer of above land in favour of Shri/Smt (here enter the name and address of the transferee) for running the same line of activity /for manufacture of new product. The transferee has agreed to abide by all the provisions of the Government Land (Allotment and Assignment of Land for Industrial Purposes) Rules, 2023 and has remitted cost of land in full to Government including the difference in land value. The transferor has also agreed to transfer all his rights and claims in favour of all the transferee.



ORDER

In the above circumstances and in exercise of powers conferred on me by Rules 21 of Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023, sanction is accorded for the transfer ofHectare (..... Acre/cent) of land comprised in Sy. No. Village in Development Area/Development Plot/Industrial Estate more specifically described in schedule of this order to the transferee Sri/Smt

 (*Name and Address*) for the establishment of a unit for the activity of
 subject to the terms and conditions contained in Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023 and more particularly detailed below:

1. The transferee shall be bound by all the provisions of the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2023, as if he /she/they were the original assignee(s)
2. The transferee shall be liable to pay all such further sums, as may be demanded by Government from time to time under rules 13 and 14.
3. The transferee shall commence production within three months if the same line of activity is continued/ within not more than 6 months in the case of manufacture of new products. In the event of any failure to comply with this provision, the land shall be resumed by the Department without assigning any other reasons. Loss if any incurred by the Department shall be realized from the transferee as per rules.



SCHEDULE

Extent of land: Hectare/Are
Acre/cent

Plot No . :

Boundaries :

Northern :

Western :

Southren :

Eastern :

GENERAL MANAGER

To

Sri

.....

..... (Name and address of the transferee)

Copy to: (1) The Estate Officer of the respective estate/stock file/ spare

(2) Mr/Mrs

..... (Name and address of the transferor)



FORM –IX
(See rule 21)
TRIPARTITE AGREEMENT

THIS AGREEMENT is executed on this day of Two thousand and between the General Manager, District Industries Centre, on behalf of the Governor of Kerala (hereinafter called the “the first party”), Sri/Smt (here enter name and address of the entrepreneur with name of the unit) who filed udyam registration no with Government of India and also having its Registered Office at(Address) (hereinafter called “the second party”) and the bank / financial institution, M/s who is financing the unit (hereinafter called “the third party”).

WHEREAS on the request of the second party for industrial land, Hectar/Cents/Acre of land comprised in Survey No./ Re Survey No. Block No. Village Taluk..... District has been allotted on the basis of vide Proceedings No. of GM Director of Industries and Commerce dated in Industrial Development Area/Plot on hire purchase basis for starting an industry for the manufacture of under the name and style, M/s The details of the industrial land are specified in the schedule I attached to this agreement which shall also form part of this agreement.

AND WHEREAS the second party has remitted an amount of Rs. being the value of the above land in full and has executed the hire purchase deed.

AND WHEREAS the second party has applied for permission to mortgage the improvements on the industrial land, superstructure viz. building, plant & machinery thereon along with the industrial land to the third party to raise finance to run the industrial unit.

AND WHEREAS the first party has no objection in mortgaging the industrial land along with the superstructure viz. building, plant & machinery thereon allotted to the second party with the third party, for availing loan for the industrial activity specified above on the following terms and conditions:



NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:—

- 1) The third party shall be entitled to accept the mortgage of the scheduled property along with the superstructure viz. building, plant & machinery thereon from the second party and inform the first party about the creation of the mortgage.
- 2) The second party shall not transfer the unit, bring about additions to or change the constitution /activity /name of the unit after the creation of the mortgage, without obtaining the prior approval of the first party and the third party.
- 3) On receipt of the request from the second party for transfer of the unit, addition to or change in the constitution/activity/name of the unit etc after the creation of the mortgage. The first party shall obtain No Objection Certificate of the third party before sanctioning the same.
- 4) The first party shall not permit any addition or change of financial institution without obtaining the No Objection Certificate of the third party.
- 5) The second party shall abide by all the provisions of the Government Land (Allotment and Assignment for Industrial Purpose) Rules, 2023 and agreement executed by the second party with the first party while allotting the industrial land.
- 6) The third party shall inform the first party in writing, if the third party issues or intends to issue any notice to the second party towards takeover/auction of the industrial unit/ land.
- 7) In case of the third party resorts to conduct auction sale of the assets of the industrial unit consequent to the default of payment of loan amount by the second party, the third party shall indicate in the advertisement for auction that the industrial land after auction sale can only be utilized for industrial purpose. The third party shall also indicate in the advertisement that the auction purchaser shall not have absolute ownership over the land and that they shall have only those rights provided in the agreement executed by the second party before the first party. The third party shall send such copy of auction sale notice to the first party.
- 8) After successfully completing the auction process the third party shall furnish a copy of the sale certificate or any other documents relating to the transaction and other



particulars of the successful buyer to the first party who shall transfer the rights enjoyed by the second party on the industrial land to the new entrepreneur.

- 9) The third party shall remit any amount due to the first party, if any excess amount over and above the dues owed by the second party is recovered through auction sale of the second party.

IN WITNESS WHERE OF, the following have here to set his / her hand on the day, month and year first above written.

Signed by

- i) Sri/Smt. (first party)

General manager, District Industries Centre,
(seal)

- ii) Sri/Smt. (Second party) (seal)

- iii) Sri/Smt. (Third party) (seal)

In the presence of witnesses:

- 1)
2)



SCHEDULE 1

Name of Industrial Area/Plot :

District :

Taluk :

Village :

Block No :

Survey No. :

Extent : Hectare /Are

Acre/Cents

Boundaries

East

West

North

South

(Signature)

General Manager

District Industries Centre

.....



FORM X
(See rule 21)
UNDERTAKING

(To be given by Bank/Financing Institution in duplicate)

To.
The General Manager
District Industries Manager

Sir,

We (*Name of Bank/Financial Institution*) have decided to sanction a term loan of Rs.
(Rupeesonly) and/ or working capital loan of Rs.
(Rupeesonly) to Sri (*Name of proprietor/partners/Managing Director/CMD/Secretary*) of M/s
(*Name and Address of unit*) The party has offered his/her/their willingness to mortgage the land to the extent of Hectares/Ares
Acre/Cent in Sy Nos..... Block No.
of Village allotted / assigned to him/her/them in Development Area/ Development Plot/Industrial Estate
as security for loan.

We understand that first charge on land allotted by you on hire purchase basis to the party can be given to our organisation, if we undertake to pay off the balance due to your department on the allotted land as per Rules.

In the above circumstances, we hereby affirm and undertake to pay all the balance amount due towards regular instalments and default if any, in respect of the allotted/assigned plot.

Place:

Signature

Date:

Name & Designation Name of Financial Institution/Bank

(Seal)



**ACKNOWLEDGEMENT BY THE GENERAL MANAGER
DISTRICT INDUSTRIES CENTRE**

We have recorded the details of the mortgage of the plot, described hereunder in favour of your institution by hirer/assignee and confirm that Bank shall have first charge on the plot on the terms stated above.

SCHEDULE OF LAND

Name of Development Area/Development Plot/Industrial Estate

Plot Nos.

District

Taluk

Village

Block No.

Survey No(s).

Extent

Hectare/Ares

Acre/Cent

Boundaries

East :

South:

West:

North:

Signature & Name

General Manager

District Industries Centre



FORM XI**(See rule 32)****REGISTER OF ALLOTMENT/ASSIGNMENT OF LAND IN****Development Area/Development Plot/Industrial Estate.....**

Name & address of applicant

Name & Address of unit

Purpose applied for

Extent allotted with

Village, Block No,

Survey No.&Plot No.

Allotment order No. with date

or Rejection order No. with

date

Provisional price per cent

at which allotted

Assignment order No. with date

Details of encumbrances noticed by

General Manager

Name of Financial Institution/BankAmountDate

Details of Payment effected.

Due date Amount Interest Penal Interest Challan No. date Name of Treasury

By order of the Governor,

TINKU BISWAL,
Principal Secretary.

Explanatory Note

(This does not form part of the notification, but is intended to indicate its general purport).

To make the rules relate to allotment of land for industrial purposes more entrepreneur-friendly in accordance with ease of doing business, the Government have decided to make new rules by superseding rules for the Assignment of Government Land in Development Areas for Industrial Purposes, 1964 issued vide S.R.O. No. 97/64, The Kerala Allotment of Government land in Development Areas on Hire Purchase For Industrial Purpose Rules, 1969 issued vide G.O. (Ms.) No. 169/9/ID. Dated 5th April, 1969, Rules For the Allotment of land in Development plots on Hire Purchase Basis, 1970 issued vide G.O. (Ms.) 297/70/ID dated 24th August 1970, Rules for Lease of Land for Industrial Purposes issued vide G.O.(Ms.) No. 17/2016/ID. Dated 30th January, 2016 and the Government Land (Allotment and Assignment for Industrial Purposes) Rules, 2020 issued vide G.O. (Ms.) No. 8/2020/ID. Dated 8th January, 2020.

The notification is intended to achieve the above object.

