



BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-04

Website: www.biadabihar.in Email: md.biada-bih@gov.in ☎-0612-2675998 & 2675991

Allotment Letter

Ref.: 1506/0

Dated: 21/09/17

From,

Executive Director

BIADA, Patna

To,

M/s Hari Om Rice Mill

Sri Shambhu Nath Pandey

Gobind Bhawan, Vir Kunwar singh Path,

New Area, M.G Road, Aurangabad

Bihar, Pin - 824201

Subject : Regarding land allotment to M/s Hari Om Rice Mill, in I.G.C, Aurangabad.

Sir,

In reference to your application dated **22.02.2017** we are pleased to inform that **M/s Hari Om Rice Mill** has been allotted **33000 Sq.ft. (Additional)** on plot No. **K- 5(P)** in **I.G.C. Aurangabad** for establishment of **Rice, Bran, Husk Broker** on the lease of 90 years subject to the terms and conditions given below. Non fulfillment or violation of any of these terms and conditions shall be ground for initiation of cancellation of allotment and lease deed.

1. The allottee shall have to pay total cost of land with maintenance charge which comes out to be **Rs.1,21,41,667.00 + Rs.667590.00** respectively i.e. total = **Rs.1,28,09,257.00 (one crore twenty eight lakh nine thousand two hundred fifty seven)** at the provisional rate of **Rs.160.27 lakh** per acre wherein the capitalized maintenance charge has been calculated at the rate of **8.81 lakh** per acre on down payment of the lease value of land. The Unit shall also pay a separate development cost in case it is so incurred for upgradation of infrastructure or other allied activities for better facilities in the Industrial Area. The payment shall be made in the form of Bank Draft in favor of BIADA payable at Patna within fifteen days of the issuance of this letter.



Government of India
And
Government of Bihar
Form GST REG-25

Certificate of Provisional Registration

1.	GSTIN	10ADBPP9518N2ZB
2.	PAN	ADBPP9518N
3.	Legal Name	SHAMBHU NATH PANDEY
4.	Trade Name	HARIOM RICE MILL
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	TIN under Value Added Tax	10170172096
(b)	TIN under Value Added Tax	10172179026
(c)	TIN under Value Added Tax	10172634030
Date	25/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

2. BIADA shall charge Goods and Services Tax (GST) under the Provision of GST 2017, @ 18% (with effect from 01.07.2017) on maintenance cost, demarcation cost one time & on lease rent (Ground Rent) on yearly basis. The total GST payable on one time maintenance cost & demarcation cost is **Rs.1,20,346.00 (one lakh twenty thousand three hundred forty six)**. The GST payable amount is addition to land cost, maintenance cost, demarcation cost & lease rent.
3. The cost of the land as per Para 1 is provisional. This cost may increase as a result of increased compensation for land acquisition, cost of decrees awarded, cost of land development, cost of rehabilitation and policy decision of the Government etc. In such a situation the allottee shall be liable to pay the increased cost of land calculated provisionally under para 1 and in case such increased cost is not paid within the stipulated period, interest will be charged over such delayed period as ordered by the appropriate Authority.
4. The increased cost of land as per para 1 read with para 3 above will be payable by the allottee within 90 days of receipt of demand and the allottee will have to execute a bond to this effect in the format as enclosed in Annexure II .
5. If the allottee desires, it can pay the provisional cost of land as stated in para 1 in one installment or in installments with interest. If it desires to pay it in installments then the initial payment (First Installment) shall be 30% of the total cost i.e. **Rs.36,42,500.00 (thirty six lakh forty two thousand five hundred)** only plus maintenance charge **Rs.6,67,590.00 (six lakh sixty seven thousand five hundred ninety)** only as per para 1 plus one time GST of **Rs.1,20,346.00 (one lakh twenty thousand three hundred forty six)** only i.e. as per para 2 plus demarcation charge Rs. 1000/- total **Rs.44,31,436.00 (forty four lakh thirty one thousand four hundred thirty six)** only. The first installment of 30% along with maintenance charge, GST and demarcation charge shall be payable before possession of land. Balance amount is to be paid in seven equal annual installments of **Rs.17,23,497.00 (seventeen lakh twenty three thousand four hundred ninety seven)** only. The second installment will be due one year after the allotment. Balance installments will be due on same date in subsequent years. In case the allottee wishes to avail installment facility, it shall submit a bond as in Annexure II along with the initial payment. It is also a condition precedent that if there is any pre-existing structure on the plot, the evaluated cost of the said



- structure shall also be payable by the allottee prior to the handing over of possession of the plot/shed.
6. It is reiterated for sake of clarity that GST is liable upon maintenance charge and demarcation charge shall be added to the first installment and they shall be onetime payment. No installment facility shall be available for GST, maintenance charge or demarcation charge.
 7. The interest charged on the balance amount remaining after payment of the 30% shall be 10% per annum and shall be compounded annually. In case of late payment, penal interest of 2% per annum shall be charged for the period of default, i.e. the period between the actual date of payment and the due date. The recovery of the dues against the cost of land, either provisional or final, maintenance charge, development cost or GST shall be made as if these are public demand under Bihar and Orissa Public Demands Recovery Act, 1914 as laid down under Section 11 of BIADA Act, 1974.
 8. Other than the cost of land, allottee will have to pay lease Rent for the land which will be **Rs.758.00 (seven hundred fifty eight)** at the rate of Rs. 1000/- per acre before 31st March of each year & GST @ 18% shall be leviable on it.
 9. Allottee will have to apply for approval of factory layout from factory inspector and /or business premises, as per the prevailing building laws, within two month after taking possession of the land. The approval shall be communicated to BIADA, as soon as possible, after getting approval. Any construction should not be undertaken on the land without such approval and its non -communication to BIADA will invite appropriate action.
 10. If the allottee mortgages the land / shed allotted by BIADA for taking loan from any financial institution / bank, it is mandatory to give prior intimation of the same to BIADA and the mortgaged deed between the allottee and financial institution / bank shall contain the condition that BIADA shall have pari passu charge with the financial institution /bank, against all its dues.
 11. Allottee will have to execute a lease deed with BIADA and get it registered by appropriate registration authority at their own cost.
 12. The allottee should apply to all the statutory registration requirements under the laws in force, both of the State and Union Governments within six months from the date of allotment of the plot or within the time frame as specified in clause 20 A.
 13. Initiation of construction work, start of trial and full commercial production shall be adhered to as per the time frame in clause 20 A. Non adherence shall lead to initiation of cancellation proceeding as per section 6(2)(b) of the BIADA Act, 1974.



14. Land will be allotted on as is and whatever there is basis and no appeal will be entertained against it.
15. Allottee will have to submit following papers and documents within 15 days of date of issuance of this allotment letter :
- (a) Two self attested passport size photographs of self (in case of proprietary firm), all partners (in case of partnership) and all directors (in case of companies registered under Company Act).
 - (b) Proof of residential address : [of self, partners or directors, as the case may be] (Landline Telephone Bill / Electricity Bill / Voters I Card / Ration Card / Passport / Residential Certificate issued by Urban local body / Circle Office).
 - (c) Proof of identification: [of self, partners or directors, as the case may be] (PAN Card / Passport / Voters I Card)
 - (d) Copy of registered partnership deed (in case of partnership) /
Copy of certificate of incorporation (in case of companies) /
Copy of certificate of registration (in case of societies / trust)
16. Evaluated cost of any pre existing structure and machinery on the allotted land will have to be paid by the allottee, before handing of possession as per the valuation report of BIADA.
17. All costs relating to recovery of dues on land, handling / taking over of plots and charges related to and in pursuance of resumption of land by BIADA shall be recovered from the allottee / lease holder.
18. Lease deed will be executed by BIADA only after the allottee makes an investment of 30% of the promoter's contribution as per approved project by the PCC. BIADA will consider following points before executing lease deed:-
- i. There has been 30% investment of promoter's contribution including the cost of land as per approved project by PCC.
 - ii. The proposal for lease deed should be accompanied with photographs of construction at the site and proof of the investment under sub clause i above.
19. The allottee shall comply with all the statutory norms pertaining to environment guidelines for solid waste disposal / environmental clearances from the State / Central government, as applicable.
20. Apart from the terms and conditions mentioned above, conditions which shall invite cancellation of the allotment of land / shed and lease deed, if any, are as follows :-
- A. Non adherence of the schedule of activity and the time frame given below-



Sl. No.	Activity		Time Frame
a.	Allotment of land	:-	0
b.	Payment of 30% of land cost as 1 st installment & submission of bond.	:-	Within 15 days of allotment
c.	Physical possession	:-	Within 15 days of payment of first installment and the evaluated cost as per para 5.
d.	Initiation of construction work	:-	Within 1 (one) Week
e.	Lease deed after 30% investment of promoter's contributions including land cost.	:-	Within 1 (one) Month
f.	Start of trial production	:-	Within 2 (two) Month
g.	Start of full commercial production	:-	Within 2 (two) Month
h.	Permanent memorandum number (Udyog Adhar).	:-	Within 3 (three) Month

B. If the Unit goes into non production and does not restart full commercial production within six month from the date of non – production.

C. Using the plot for any purpose other than the purpose approved by BIADA.

D. Changing the shareholding of entity without approval of BIADA.

E. Subletting / Subleasing of the plot except the cases where and to the extent of subletting /subleasing, permitted by BIADA.

21. Any subsequent change in the nature and composition of ownership of the allottee can be made only with prior permission of BIADA and by following the due process and payment of requisite fee as per the circular/ policy/ order in vogue at the relevant point of time. The current office order is contained in annexure – I which may be amended from time to time.

22. Any change (addition or alteration) in the activity as applied for by you and approved by PCC shall not be made except with prior approval of BIADA as per the prevailing policy at that point of time.

23. Consequences of cancellation:-

After cancellation, the BIADA shall have the right to take following actions against the unit –

A. BIADA shall resume the possession of the land along with structures and machineries standing thereon; and/ or




- B. Forfeit any money that may have been deposited with BIADA; and /or
- C. Initiate such other action permitted under the law.

You are requested to confirm in writing within a fortnight of issue of this letter, your acceptance of the terms of allotment from para Nos. 1 to 23. You must also state clearly if you wish to pay the cost of land in full or in installment(s). If no information is received from you within one month of issuance of allotment letter then this allotment letter would stand automatically withdrawn, unless renewed by the competent authority in BIADA.

PCC Dated 21.08.2017

Yours faithfully,


21/9/17
Executive Director

Receipt Voucher

Dated : 21-Sep-2017

~~21/9/17~~

Secretary