बिहार औद्योगिक क्षेत्र विकास प्राधिकार

प्रथम तल, उद्योग भवन, पूर्वी गाँधी मैदान, पटना-800004

Email biada@rediffmail.com Website-www.biada.org.in Phone: 0612-3244029/3244045/3240771/3240769

पत्रांक:- 686 0 / मुकदमा / 248 / बियाडा / 07

दिनांक :- 27/02/09

प्रेषक.

चन्द्र नाथ झा, बि.प्र.से. कार्यकारी निदेशक बियाडा, पटना।

सेवा में,

जिला अवर निबंधक, औरंगाबाद।

सर्वश्री हरि ओम राइस मिल, ग्रोथ सेन्टर, औरंगाबाद, को आवंटित 20,000 वर्गफीट विषय:--भूमि का लीजडीड निबंधन।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि सर्वश्री हरि ओम राइस मिल, ग्रोथ सेन्टर, औरंगाबाद में चावल उद्योग की स्थापना हेतु, 90 वर्षों के लीज पर भूमि का आवंटन किया गया इस सूक्ष्म इकाई को आवंटित भूमि पर लीजडीड निबंधन हेतु दस्तावेज पर हस्ताक्षर करते हुये नक्शा सहित संलग्न कर भेजा जा रहा है। दस्तावेज को आपके समक्ष उपस्थापित करने हेतु श्री गिरीश राज ठाकुर, क्षेत्रीय प्रभारी, औरंगाबाद को निदेश दिया गया है जिनका हस्ताक्षर नीचे अभिप्रगाणित है।

इस इकाई के लीजडीड निबंधन हेतु बिहार सरकार के ज्ञापांक 102 दिनांक 16.01.2003 एवं ज्ञापांक 103 दिनांक 16.01.2008 में निहित प्रावधान के अनुसार कारवाई करने की कृपा की जाय।

विश्वासभाजन.

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कार्यकारी निदेशक

ज्ञापांक:- <u>686</u> D

कार्यकारी निदेशक, पटना। दिनांक: 27 02 09 १९००

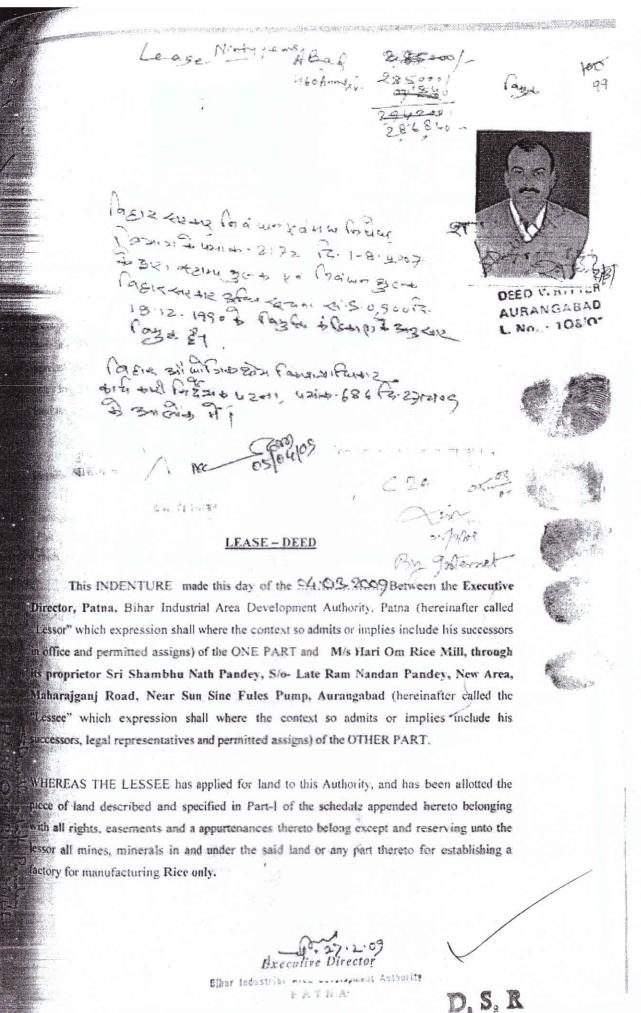
प्रतिलिपि:- श्री गिरीश राज ठाकुर, क्षेत्रीग प्रभारी, औरंगाबाद को सूचनार्थ एवं कार्रवाई हेतु प्रेषित। लीजडीड दस्तावेज का निबंजन कराते हुए आधिकार के पक्ष में विरक्तुट प्राप्त कर प्रस्तुत करें।

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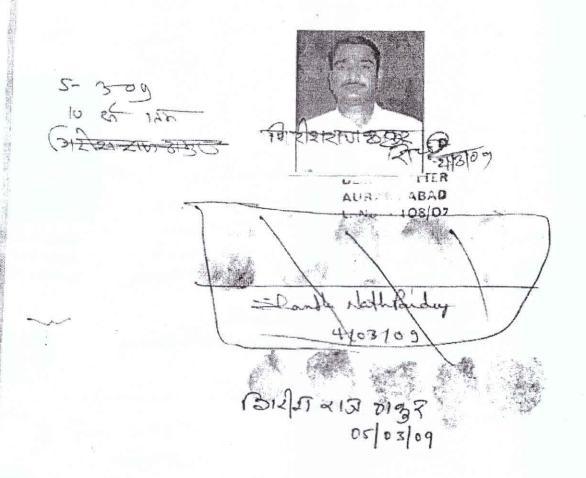
ज्ञापांक:- 686/10

-27-02 09 कार्यकारी निदशक, ५टना।

प्रतिलिपि:- सर्वश्री हरि ओम राइस गिल के सत्त्वाधिकारी श्री शम्। नाथ पाण्डेय, द्वारा- श्री सुबेदार पाण्डेय, न्यू एरिया, एम० जी० रोड, औरंगाबाद- 824121 को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।



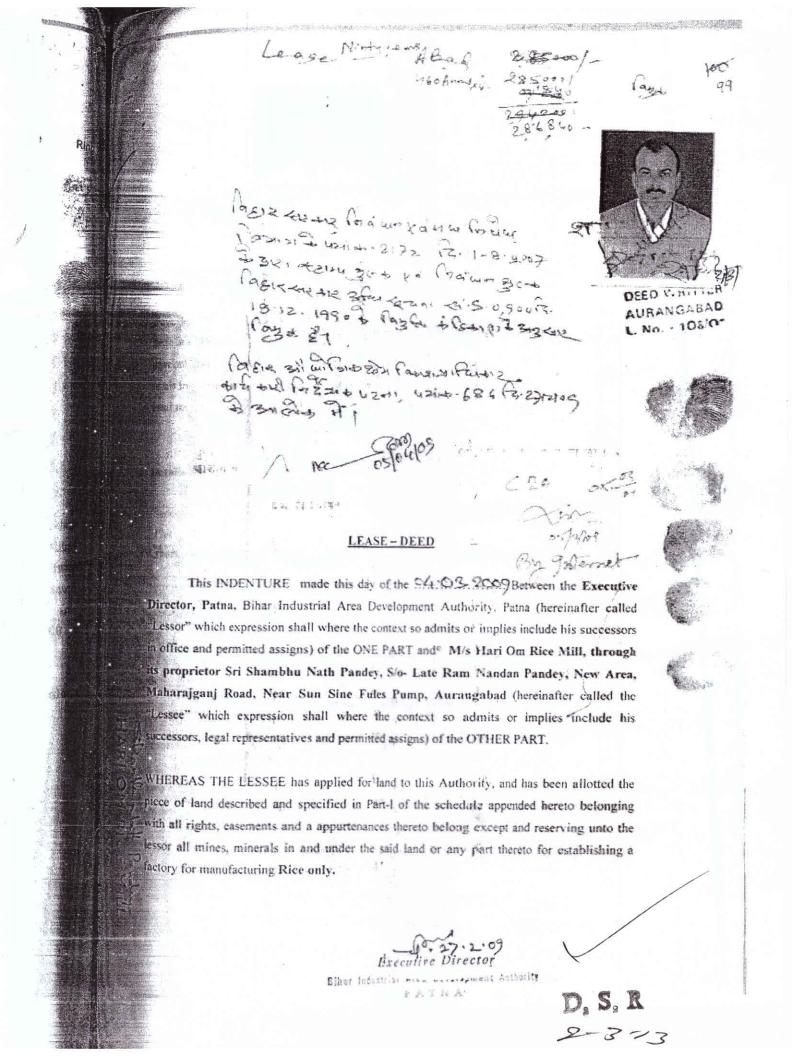
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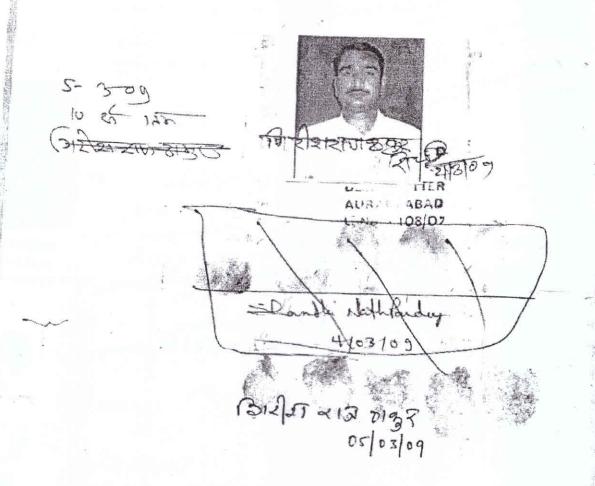


Execution by 5ni Chandon Nath Tha, Executive director, Biyada, fatna who is exempt for personal appearance in This office. under section 88, Act XVI of 1968, is proved by seal and signature and on reference to he letter No 686/0/2012 dated 27.02.03

19512 40 +12 (fra un yan w los un gent (fra un yan w los un gent (fra un yan w los un gent (fra AURANGABAD No. - 105/0-विहाद अर्थ क्रिकिंग्ड क्रिक प्रकार मिला र कार्य कर्री क्रिकेंग्र के प्रकार प्रशंक 686 रि. 27 नाव 1 New OSTONIOS LEASE - DEED This INDENTURE made this day of the \$4.03.2009 Between the Executive Director, Patna, Bihar Industrial Area Development Authority. Patna (hereinafter called Lessor" which expression shall where the context so admits or implies include his successors in office and permitted assigns) of the ONE PART and M/s Hari Om Rice Mill, through is proprietor Sri Shambhu Nath Pandey, S/o- Late Ram Nandan Pandey, New Area, Maharajganj Road, Near Sun Sine Fules Pump, Auraugabad (hereinaster called the Lessee" which expression shall where the context so admits or implies include his successors, legal representatives and permitted assigns) of the OTHER PART. WHEREAS THE LESSEE has applied for land to this Authority, and has been allotted the piece of land described and specified in Part-1 of the schedule appended hereto belonging with all rights, easements and a appurtenances thereto belong except and reserving unto the essor all mines, minerals in and under the said land or any part thereto for establishing a actory for manufacturing Rice only. Antholity Sibar Industria: D. S. R

2-3-13





Execution by 3ri Chardra Nath Tha, Executive director, Biyada, fatna who is exempt for personal appearance in This office, under section 88. Act XVI of 1908, is proved by a seal and signature and on reference to his letter No 686/D/ Dated 27. 02.09.

NOW THIS INDENTURE WITNESSETH

In consideration of the bond executed by the lessee and the payment to the Lessor by the Lessee of the first installment of Rs. 85,400.00 (Eighty five thousand four hundred rupees) Only, being 30% of the total cost Rs. 2,84,665.00 (Two lacs eighty four thousand six hundred sixty five rupees only) calculated on adhoc basis @ Rs. 6,20,000.00 (Six lacs twenty thousand rupees only) per Acre. The balance shall be paid in seven equal annual installment carrying interest @ 5% every year till finally liquidated. Including proportionate development cost of area on or before the execution of these present and of the area on or before the execution of these present and of the covenant and agreement on the part of the Lessee and fully mentioned in Part-II of the schedule which too is an integral part of this deed, the lessor doth hereby demise unto the lessee all that piece of land mentioned and described in Part-I of the schedule.

SCHEDULE

Part-I

Details of the land to be leased out hereinafter referred as:-

Industrial	Survey	Khata	Area	Vill	Thana	T P.S. T	Pargana	F12.	
Plot					No.		+ an Sparia	Dist.	Sub
N.S 3	468 (P).	89	20,000				The same of the sa		Registry
	475 (P)	80	sq.ft.	Jasoiya	264	Aurangabad		AurangabadAuranga	

BOUNDARY

NORTH: Industrial Plot No.- K-5 (P)

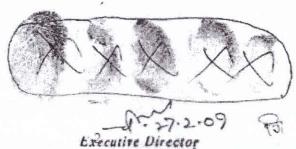
SOUTH: Industrial Plot No.- N.S.- 1

EAST : Industrial Plot No.- N.S.- 4 & N.S.- 5 (P)

WEST : National Hi-way Road- 98

Possession taken over the plot on 14-09-2005.

Two copies of tracing Cloth maps duly signed by Development Officer, B.I.A.D.A., Patna enclosed.



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PART-II

TERMS AND CONDITIONS OF THE LEASE:-

That the lease of land detailed in Part-I of the scheduled is given for 90 years to the Lessee by the Lessor subject to renewal at the option of either part of for such period as may be mutually agreed upon.

That the lessee would pay to the Bihar Industrial Area Development Authority the proportionate cost of development of land leased which would include the cost of construction of roads for communication purpose, laying of sewerage and water pipes, construction of electric lines etc. and other expenditure as may be described to be part of the development cost by the Bihar Industrial Area Development Authority, Patna.

(a) That the decision of the Bihar Industrial Area Development Authority, Patna with regard to calculation of the development cost would be final and such cost would be subject to revision by the Bihar Industrial Area Development Authority periodically and the revised cost would be applicable to lessee applying for land after such revision.

In Case the lessor is saddled with a decretal amount awarded by a court, the same will be added in the cost of land making it payable by Lessee. If even after allotment of land the decretal amount as a consequence of an award passed by a court with respect to the land allotted the same shall be added to the cost of the land and the same will be payable by the Lessee.

- (b) In Case necessary effective steps are not taken within the fixed period to establish the industry, the authority shall cancel the allotted plot/shed and also forfeit the amount deposited in this connection. The Authority shall, before canceling the allottnent allow one month time to the allottee to put up his case. The allottee on being dissatisfied with the order of the authority may file an appeal to the State Government within one month and the State Government shall, after duc consideration dispose it of within two months from the date of receipt of the appeal.
- (c) That the lessee should pay to the Lessor or his nominee the all such Legal expenses as incurred before or after the signing of the lease deed.
- (d) All costs relating to recovery of dues and land, handing/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.

That in case the actual cost of development, if could not be finally determined at the time the lessee is put in possession of the land, the lessee shall pay, tentative cost of development as may be fixed by B.I.A.D.A., and shall also execute a bond in favour

3 - 27.2.09 Executive Director

of the lessor giving an undertaking to pay on demand the balance of the cost of development along with such other costs of the land if any, be determined by the Bihar Industrial Area Development Authority. Apart from the Development cost, any dues found to be with respect to the land, will be payable by the Lessee.

- That the Lessee will also liable to pay the cost towards the maintenance of (a) the infrastructure facilities in the Industrial Area from time to time as determined by the Bihar Industrial Area Development Authority, Patna.
- In case of any change in the ownership or possession of the lease hold or any (b) part there of either by auction purchase or transfer by the lessee with the permission of the lessor in terms and conditions of the Lease deed such person so stepping into the shoes of the lessee shall get a fresh lease deed executed for the rest of the period on the same terms and conditions of the lease and such person shall not be entitled to use the lease hold or any part there of for any other Industrial purpose than the one for which this lease has been granted. In case of such person intends to use this lease hold or any part thereof so transferred to him for any other industrial purpose than the one for which this lease has been granted such lease with such person shall be subject to approval by the lessor for such other industrial purpose and on getting such approval shall be liable to pay at the rates, prevailing at that time for the land etc, in question as per norms of the BIADA.
- That the lessee shall pay, Rs 460.00 (Four hundred sixty rupees) annually to the Bihar Industrial Area Development Authority, Patna or their nominee such rent as prescribed, in one installment on or before 31" March every year. The said ground rent is liable to be doubled after every four years and thereafter may be revised after every twenty years in accordance with the provisions of law and rules framed by Government or the Bihar Industrial Area Development Authority as the case may be in force for the time being and in absence of any such law and rules, as it may be fixed by the lessor.
 - In addition there to, if any outstanding dues come to light at any later date on audit/ accounting or otherwise, the lessee shall pay the same as well to the lessor with interest and within such time as the lessor may decide.
 - The financial institution which mortgages the lease hold or any part thereof, in the event of sale, shall obtain prior information about the dues other than the cost of the land from BIADA and indicate in the notice for sale that the purchaser will be given possession of the lease hold by such financial institution only when the dues of BIADA is cleared and a clearances certificate is obtained from BIADA.

Notwithstanding above, the BIADA can resume possession of the leasehold at any time even if the leasehold is mortgaged to any bank/Financial Institution.

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2. AND THE STORY OF THE PERSON OF THE PERSO

That the lessee shall also pay Rs. 2,112,00 (two thousand one hundred twelve) to lessor or its nominee / successor or assign as the case may be, such maintenance charge as may be prescribed and in such manner as may be specified. In case of failure or default on the part of the lessee so to pay the said amount in the said manner the lessee shall have to pay interest or penal interest. Such charges are liable to be revised if and when the Government instruction in this regard is obtained or on the basis of actual cost of maintenance. The charges thus raised would be binding on the lessee.

If and when any part of the rent and / or development cost maintenance charge, decretal amount etc. falls in arrears, the same may be recovered from the lessee as an arrear of land revenue under the provision of Public Demand Recovery Act. or such other Act as may be in force for recovery of public demands. The lessor also reserves its right to forfeit the lease of allotment of the land, to enter upon the same and to realize the said amount by sale of the structure and from other properties (movable and immovable) belonging the Lessee.

The lessor and lessee hereby covenants and agrees as follows:-

That the lessee will not assign, mortgage, under let or part with the possession over the land or any right or interest therein or in respect thereto without the previous consent of and also without due approval of the lessor or his nominee, provided that in case or registered small Scale Industries no separate permission will be required to be obtained by the lessee mortgaging it with any financial institution for raising loans for the purpose of the industry for which the land was allotted. In all cases, dues of the Bihar Industrial Area Development Authority shall hold the first charge on the properties mortgaged PARRI PASSU with the charge of the Financial Institution.. Further the properties offered as security against the loan of the Financial Institution should be adequate to cover the full dues of the Bihar Industrial Area Development Authority as well as the loan given by the Financing Institution.

No change in the lease, proprietorship or partnership if it is Private Limited or Unlimited Company or a registered or unregistered firm shall be recognized without the previous written consent of the lessor or his nominee.

If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part - 1 of the Schedule hereunder written the assignee shall duly get his or their names registered with the lessor or his nominee within four calendar months after obtaining possession of the holding and will possess and use the land and will be bound by the terms, covenants and conditions herein contained.



Bihar Industria

That if subsequently any or entire part of the said land is required by the State Government or the Bihar Industrial Area Development Authority for a public purpose (of which matter the State Government or the Bihar Industrial Area Development Authority shall be the sole judge) the lessee shall, on being asked by the State Government or the Bihar Industrial Area Development Authority transfer to them such part or parts of the said land as the Bihar Industrial Area Development Authority shall specify as necessary for the purpose. The Bihar Industrial Area Development Authority shall pay back to the lessee a sum proportionate or equal, as the case may be to the cost of land and its development cost, if any earlier realized from him together with compensation for the building and other structure erected with approval in writing of the lessor or its nominee on such part or parts of the land at a valuation to be determined by the Engineer/Valuer authorized by the Lessor in this behalf and the decision of the Lessor shall not be questioned by any authority.

Provided that for the purpose of this Sub-clause the State Government or the Bihar Industrial Area Development Authority would be entitled to resume only such part or parts of the land leased out to the lessee which actually is not used by the lessee for the purpose for which the land is allotted to him.

If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purpose for which it is leased out him the lessee shall surrender the same to the Bihar Industrial Area Development Authority or with the prior approval of Bihar Industrial Area Development Authority the lessee may transfer the lease hold right to any other party. In Case of surrender of the land to government or Authority, the lessee may get refund of the cost of the land for the period the lessee availed the lease and remained in actual possession on the leasehold. But in case of forfeiture, the lessee shall not be entitled to any refund.

It is also clarified that such sale be allowed only for industrial purpose and in case purchaser wishes to utilize the land for any industry other than the purpose for which the land was allotted to him or changes the name and style of the unit, the lessor shall charge the rates as per norms of BIADA prevailing at the time before allowing such sale and making a fresh lease deed.

If the Bihar Industrial Area Development Authority accepts the offer made under foregoing clause, the lessee shall be entitled within two months from the date such acceptance is communicated to him and to remove all building or structure erected on the said land or part thereof, unless the Bihar Industrial Area Development Authority also consents to keep the standing building or structure on the leasehold then the lessee shall be entitled to compensation in accordance with the valuation as indicated at (d) above.

Executive Director

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That the lessee will not make any excavation upon any part of the said land hereby demised nor remove any stones, sand, gravel, clay or earth there from except for the purpose of digging foundation of building as per terms of the lease.

That if the Lessees wishes to construct a road or drainage to connect his main factory with the main road, the lessee can do so in accordance with specification and details prescribed by the lessor or his nominee.

That no building or any construction shall take place unless specification plan for elevation and details thereof have been submitted by the lessee in triplicate which is approved in writing by the lessor or his nominee. If the same is not accorded is not available within 180 days of the submission of the plan. It would be presumed that the lessor or his nominee has no objection to the commencement of building or erection as the case may be.

That in case approval is not accorded by the lessor within 180 days the lessee will proceed with the construction work in accordance with the norms of the BIADA observing the Rules and Regulation of Municipal Act in this regard.

The lessee shall submit the plan for building or erection within two months of the delivery of possession of the land to the lessee by the lessor. Provided that the lessor may extend the period for submission of the plan for building or erection on the individual merits of the case.

That the lessee shall correctly keep demarcated the boundaries of the said lands and point them out.

That the lessee shall not except with the written consent of the lessor or his nominee use the land for any purpose other than those for which the land is allotted to him for establishing the industry.

That the lessee shall use the land for the specified purpose and follow the schedule of activities and time frame given in the Allotment Letter, failing which the lease may be terminated and the lessee evicted from the land without notice. In case extension is required it can be granted under the discretion of the lessor.

That the lessee shall provide reasonable facilities for the training of the local people in his factory.

Other things being equal the lessee shall give preference to the local people in employment in his industrial undertakings.

That when the Lessee who is running his industry fails in submitting his annual return to the BIADA, or closes his industry without the permission of the lessor on account of any dispute or otherwise for a period of six months even after being in production in that case the lessor will have the full right to terminate the lease as per norms of BIADA.

WITNESS

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2. Shelfer Land - Miles son - snoglow Fresh som where is from

In witness whereof the hand of Executive Director, Patna, Bihar Industrial Area Development Authority for and on behalf of the Bihar Industrial Area Development Authority has been affixed on the date and year first above written.

For and on behalf of

(Executive Director)
Bihar Industrial Area Development Authority,
Patna

WITNESS Rojendau Pronged Sigl Lub Porch Army Ded Pr. + Det Arrega De 2. 272 2011 (2009)

CERTIFIED that the original and duplicate copy of this lease deed are exact true and are reproduction of each other.

For and on behalf of Bihar Industrial Area Development Authority.

EDELLE LAL Pardry
GROVE

4/03/05

blecutive Director

Bihar Industrial over warengement Authority

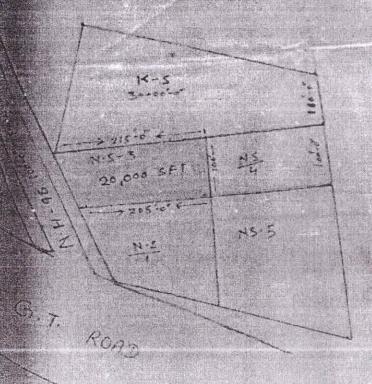
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	80	\$5.7				

BOUNDA

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WEAST : NATIONAL HI-



REFERENC

INDUSTRIAL PL

PLOTED

20,000 SF1

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ROPS

Endorsement of Certificate of Admissibility (Rule - 35)

timissible under Rule 21 duly stamped to a exempted from or does not require stamp duly mader the Indian Stamp 1899, Schedude Lor L-4, No. 35, Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act						Rs.	0					
Addl. S	tamp duty p	aid under	RDA/Mur	ncipal Act		Rs.						
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Date:	05/03/200	9									A	urangabad

Endorsement under section 52

Presented for registration at 06:52 PM on Thursday. 05th March 2009 at the District by Girish Raj Thakur Registry Office, Aurangabad Amrendra Kumar Thakur (Lessee)

beprofession Others.

> Registering Officer Aurangabad

Signature of Presentant छ। हो जा वार् छ। हो जा वार्

Endorsement under section 58

05/03/2009

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and sonatures are affixed on the reverse pages of the instrument and are identified by Radheshyam Sinha age Set M son/daughter of Late Bdarinarayan Sinha resident of Vill-Shahpur Aurangabad

> Registering Officer Aurangabad

Date: 05/03/2009

Endorsement of Certificate of Registration under section 60

registered in Book 1 of DSRO/SRO Aurangabad having 12 pages, in the volume CD-3 and document no of which is printed on the First Page of the document.

Registering Officer

Aurangabad

Date: 05/03/2009

1424 NIC-Bihar Deed No.

oken No. 1470 Year - 2009 SI.No. 1445 SCORE Ver. 2.0