

who is attacking them now TN-10315  
8510 May 2010

दिनांक 28/09/2010 के ब्राह्मण मती Mritunjay Prasad Singh द्वारा यह दस्तावेज़ नियंत्रण हेतु उपस्थापित किया गया। इसमें रु 0/- मदरक शुल्क एवं रु 286/- विवरण सम्बन्धीय शुल्क का भुगतान किया गया। दस्तावेज़ द्वारा देखा गया, जिसे संलग्नकारियों ने मेरे समक्ष इसका निपालन संवीकार किया उनके तथा उनके पूर्वजनकता के नाम फोटो, अंगत्वियों के निशान एवं हस्ताक्षर पैसे अंकित हैं। इसे दस्तावेज़ संख्या 9941 के रूप में बनाकर संख्या 1 और जिल्हा मध्य 32 के नंबर में \*\*\*\* से \*\*\*\* तक CD 2 में आज निर्वाचित एवं कुल 10 पृष्ठों में संधारित किया गया।

Date : 28/09/2010

© (Manoj Kumar Sanjay)  
निबंधन प्रदात्यकारी

**LEASE - DEED**

This INDENTURE made this day of the 22, 09-10  
between the Bihar Industrial Area Development Authority, Patna (hereinafter  
called "Lessor" which expression shall where the context so admits or implies  
include its successors in office and permitted assigns) of the ONE PART through  
the Executive Director, Biada.

— AND

M/S Bihar College Of Education(A UNIT OF NAV BHARATHI TRUST ) through the Secretary Mrs. Niloo Kumari W/o Nityadeo Kumar Verma, 100-104/A,Se Ram Parson Road No.31 P.O.-PS -Shastri Nagar,Patel Nagar,Purnia-22 (hereinafter called the "Lessee" which expression shall where the context so admits or implies include his/her successors, legal representatives and permitted assigns) of the OTHER PART

WHEREAS THE LUSSEE has applied for land to this Authority, and has been allotted the piece of land described and specified in Part-I of the schedule appended hereto belonging with all rights, easements and appurtenances thereto M/S Bihar College Of Education (A UNIT OF NAV BHARATHI TRUST) except reserving unto the lessor all mines, minerals in and under the said land or any part thereto for establishing a factory/educational institute for manufacturing setting a B.Ed college in the name of M/S Bihar College Of Education.

*+ Executive Director  
Sihanoukville Industrial Area Development Authority  
PAPINS*

NAME PRACTICE WORKSHEET

1000 1000

1739

Serial No : 10592

Token No : 10715

Type & Status  
of Party

Deed No : 9941

of 2010

Name of Party

Photo

Thumb

Index

Middle

Ring

Little

essee

Niloo Kumari

2<sup>nd</sup> Niloo Kumari  
28/9/10



Signature of Party

Presented by  
Self

Mritunjay Prasad Singh

*Mritunjay  
Prasad Singh  
28/9/10*

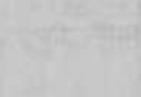


Signature of Party

Lessor

Mritunjay Prasad Singh

*Mritunjay  
Prasad Singh  
28/9/10*



Signature of Party

Identifier

Arbind Choubey

*Arbind  
Choubey  
28/9/10*



Signature of Party

*Arbind Choubey  
S/o Sri Barish Chand Choubey  
S.C road, Balna*



Page 1

THIS INDENTURE WITNESSETH

In consideration of the bond executed by the lessee and the payment to the Lessor by the Lessee of the first instalment of Rs.3,83,400/- (Three lacs eighty three thousands four hundreds only, being 30% of the total cost Rs. 12,78,000/- (Twelve lacs seventy eight thousands only) calculated on Land & Maintenance Charge on adhoc basis @ Rs. 8,52,000/- per Acre. The balance shall be paid in seven equal annual instalments 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 presents and of the rent hereby reserved 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 Area/Estate	Industrial Plot	Survey No.	Khata No.	Area	Vill	Thana No.	P.S.	Pargana	Dist.	Sub Registry
INDUSTRIAL GROWTH CENTRE LTD BIADA	MUP-III (P)	155(P) 149(P) 150(P)	286 383 321	1.5 Acres, 65340 Sq.Ft.	GIDHA	139	KOILWAR	BHOJPUR R	BHOJPUR	ARA, BHOJPUR

**BOUNDARY**

NORTH	PLOT NO.-MUP-III (P)
SOUTH	ROAD NH - 30
EAST	PRIVATE LAND
WEST	PLOT NO.-MUP-III NS - 116.B-16

Possession taken over the plot on 03-02-2010.

Two copies of tracing Cloth maps duly signed by D.O., BIADA Patna enclosed.

**PART-II**

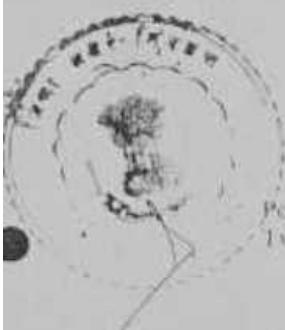
**TERMS AND CONDITIONS OF THE LEASE:-**

- That the lease of land detailed in Part-I of the schedule is given for 90 Years to the Lessee by the Lessor subject to renewal at the option of either party of the indenture 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 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.

RAJ BHARATHI TRUST

Patna, Bihar  
28-3-16

*[Signature]*  
Executive Director  
RAJ BHARATHI TRUST  
Patna



Secretary

1000 1000 1000 1000



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 the 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, 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 allotment 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 due consideration dispose it of within two months from the date of receipt of the appeal.

(c) That the lessee shall 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.

3. 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 BIADA, and shall also execute a bond in favour 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.

(a) That the Lessee will also be liable to pay the cost towards the maintenance of the infrastructure facilities in the Industrial Area from time to time as determined by the Bihar Industrial Area Development Authority, Patna.

(b) In case of any change in the ownership or possession of the lease hold or any part thereof 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 thereof 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.1500/-annually to the Bihar Industrial Area Development Authority, Patna or their nominee such rent as prescribed, in one installment on or before 31<sup>st</sup> 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 zither provisions of law and rules framed by the 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.

(a) In addition thereto, 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.

(b) 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 clearance certificate is obtained from BIADA.

अधिलेख संकलन कर्या

NAV BHARATHI TRUST  
Mr. A. C. S. S. Secretary  
28-5-10

*4/1/1*  
Executive Director  
General Manager  
27/5/2010  
NITNA

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

(c) The lessee shall also pay Rs. 5/- C.P./- in favour of his 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, decimal amount etc. falls in arrears, the same may be recovered from the lessee by an arrest of land revenue under the provision of Public Demand Recovery Act, 1962 or such other Act as may be in force for recovery of public demands. The lessor also reserves its right to forfeit the lease or 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 to the Lessee.

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

- a. 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 of 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 PARI 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.
- b. No change in the lease, proprietorship or partnership of 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.
- c. If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part - I of the Schedule herunder 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.
- d. 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 (in 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 the said part or parts of the said land to the Bihar Industrial Area Development Authority that 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 or 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 or his 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 the

Executive Director  
Bihar Industrial Area Development Authority

MAHIMA  
Mukesh Kumar  
28-9-10  
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प्रियोग संस्कार फॉरम

- 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.
- e. 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 to 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.
- f. 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 6 (d) above.
- g. 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.
- h. That if the Lessee 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.
- i. 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 or 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.
- j. 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, 1922 in this regard.
- k. That the lessee shall submit the plan for building or erection within two months of the delivery of possession of the land to the lessor. Provided that the lessee may extend the period for submission of the plan of building or erection on the individual merits of the case.
- l. That the lessee shall correctly keep demarcated the boundaries of the said lands and point them out.
- m. 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.
- n. 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 be evicted from the land without notice. In case extension is required it can be granted under the discretion of the lessor.
- o. That the lessee shall provide reasonable facilities for the training of the local people in his factory.
- p. Other things being equal the lessee shall give preference to the local people in employment in his industrial undertakings.

9. That when the Lessee who is running his industry fails in submitting his annual return to the lessor or closes his industry without 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.
10. In case of breach by the lessee of any of the terms and conditions, the lessor shall have the right to terminate this lease and forfeit the consideration money, resume , take possession and enter upon the whole of the said land without payment of any compensation to the lessee and upon such reentry, the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the omissions or defects if any.
11. In the event of retaking the possession by the State Government or BIADA, the lessee shall be entitled to remove within one month from date of such retaking of possession all buildings, structures, installations, machinery and other assets from the said land, failing which the State Government/BIADA shall be competent to remove/auction the aforementioned items and keep the proceeds.
12. Should any dispute or difference arise concerning the meaning of interpretation of any clause or provisions contained in this lease the same shall be referred to the Bihar Industrial Area Development Authority in the appropriate department and the decision of the Managing Director of Bihar Industrial Area Development Authority on such disputes or differences shall be final, conclusive and binding on the parties thereto.
13. That lessee shall be bound by such decisions of the Government and the Authority with regard to the change in Rules/ Regulations and norms if any as may be made from time to time.
14. It is declared that lessor shall have the fullest liberty to postpone for any time and from time to time any action open to him under any of the powers exercisable by him against the lessee and to either enforce or forfeit any of the conditions and covenants contained in those presents. The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.
15. The lessee also agrees to abide by all the terms and conditions set out in the Allotment Letter and violation of any of those will be deemed as valid ground for cancellation.

IN WITNESS THEREOF THE COMMON SEAL OF M/S BIHAR COLLEGE OF EDUCATION (A UNIT OF NAV BHARATHI TRUST). Through Mrs Nilo Kumari has hercinto been affixed and those present signed.

*26. 8. 16*  
For and behalf of the BIHAR COLLEGE OF EDUCATION.

WITNESS

1. *Satyadev Kumar Verma Patel Nagar Ranchi*
2. *Harsheed Kumar Patel Nagar Patna*

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

For and on behalf of BIADA

अमिलेख सु प्रियान तुला

WITNESS

1.

2.

*bala*  
(Executive Director)  
Bihar Industrial Area Development Authority  
B.I.A.D.A. (Bihar Industrial Area Development Authority)  
PATNA

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 .....



अभिलेख से मिलान किया

7

WITNESS

1.

2.

*bilal*  
(Executive Director)  
Bihar Industrial Area Development Authority  
Bihar Industrial Area Development Authority  
PATNA

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 .....



अमिल से मिलान किया

INDUSTRIAL TRADE

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DEFINITION OF  $\mathcal{F}$

B1R2D2 927x10

INDEX PLAN SHOWS THAT LOTS PLOTTED TO M/S BIHAR COLLEGE  
EDUCATIONAL SOCIETY OWNER & TRUSTEE OWNERS IN INDUSTRIAL PLOT  
NO. NO. 211(2) AREA 1.5 ACRES AT/1/ INDUSTRIAL EXECUTIVE CENTRE GURU RAM DAS  
INDUSTRIAL PLOT NO. AREA IN SFT KATHA NO. SURVEY DIST THAWAN, VILLAGE DISTRICT

NO. DIST (P)	1.5 ACRES (65340.56)	286 313 321	155.8 144.6 154.6	169	UNIKA GURU RAM DAS VILLAGE DISTRICT

#### BOUNARY

NORTH:- PLOT NO. 211(1)

SOUTH:- KOTLA HUA 30

EAST:- PLOT NO. 211(2)

WEST:- PLOT NO. 211(3)

#### OFFERANCE

PLOTTED PLOT :- [ ]  
INDUSTRIAL DIST :- [ ]

-0.2  
M.R.K.

**Endorsement of Certificate of Admissibility (Rule - 35)**

\* Admissible under Rule 21 - duly stamped (or exempted from or does not require stamping) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 35. Also admissible under section 26(a) of the B. T. Act.

*Endorsement under section 52*

Presented for registration at 01:58 PM on the day Tuesday, 28th September 2010 at the Bhojpur (Arra) D.R. S.R. Office by Mr. Muniray Prasad Singh

*by profession* — Agriculture.

*Signature of Presentant*

~~Registering Officer~~

*Execution is admitted by persons and identified by others whose names, photographs, fingerprints, and signatures are affixed on the reverse pages of the instrument and are identified by Arbind Choudhury age 36  
M son/daughter of Basisthamuni Choubey resident of J C Road Gandhi Maidan Patna. ✓  
Date \_\_\_\_\_*

*Endorsement of Certificate of Registration*

Registered in Book 1 of DSRO/ SRO Ara/Bhopal having 10 pages in the volume CD-2 and document no. of which is printed on the First Page of the document.

My  
Registering Officer L-719

Token No. 10715

SCORE Ver. 2.0 (Vinayak)

अभिलेख का मिलान किया

12

NICNET  
HOME WORK

~~PLANS FOR THE LAND ALLOTTED TO M/S BIHAR COLLEGE OF EDUCATION SMT NILAO KUMARI TRUSTEE CHAIRMAN IN INDUSTRIAL PLOT MUD-III NARAH - 1.5 ACRES AT INDUSTRIAL GROWTH CENTRE GIDHAR VILLAGE~~

INDUSTRIAL PLOT NO.	AREA IN SFT	KHATAN NO.	SURVEY PLOT AREA	THANAN NO.	VILLAGE	DISTRICT
MUD-III (P)	1.5 ACRES (65340 SFT)	286 313 311	195 (B) 199 (B) 154 (B)	126	GIDHAR	BABATPUR

#### BOUNDRARY

NORTH:- DOCTOR MUD-III (P)

SOUTH:- DOCTOR MUD-III (P)

EAST:- DOCTOR MUD-III (P)

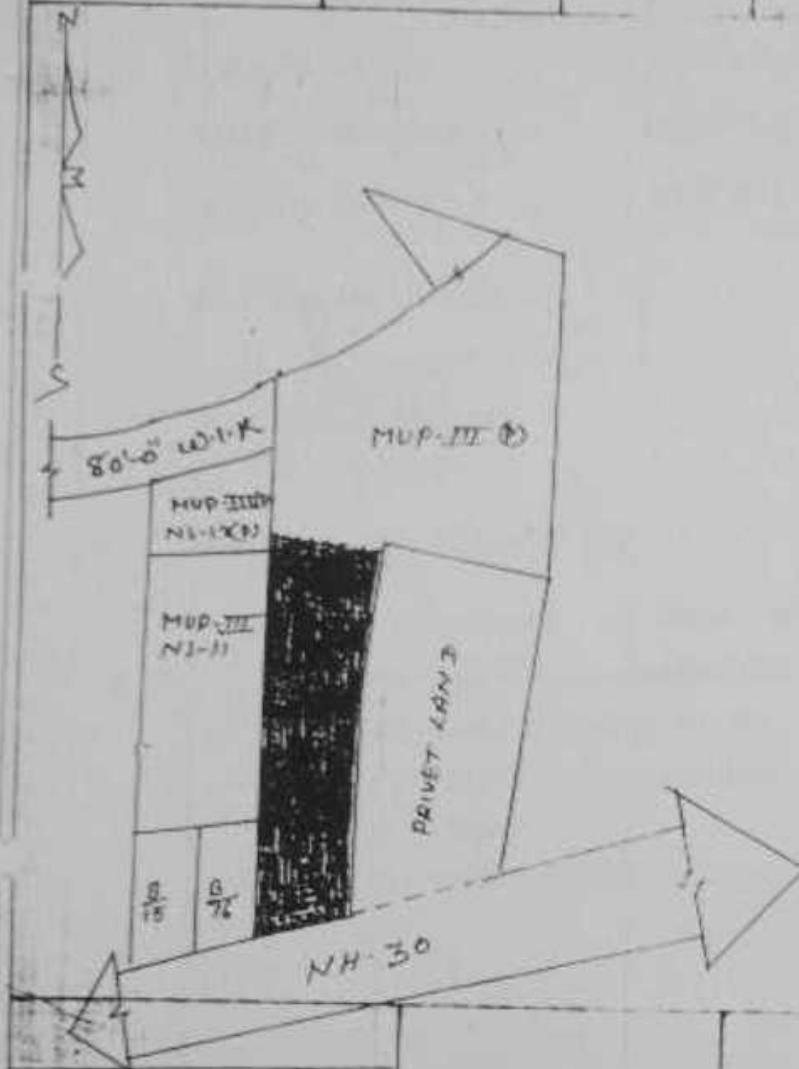
WEST:- DOCTOR MUD-III (P)

#### DIFFERENCE

ALLOTTED PLOT :- [ ]

INDUSTRIAL PLOT :- [ ]

INDUSTRIAL RIAD :- [ ]



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2(100) 700

M/S BIHAR COLLEGE OF  
EDUCATION SMT NILAO KUMARI

AMIN

BIRDA PATHA

AREA INCHARGE

G.C. LINDHA

DEVELOPMENT OFF

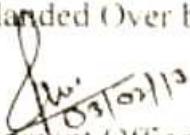
BIRDA PATHA

## PHYSICAL POSSESSION ORDER

(79)

Name of the Unit :-	M/s Bihar College of Education
Address of the Unit :-	Trustee Chairman - Smt. Niloo Kumari 104 / A, Sri Ram Parisar, Patel Nagar, Road no. - 14, Patna
Allotment Order No. :-	6987D dated 30.10.2009
Office Order No. :-	535/ D dated 02.02.2010
Area Handed Over :-	65340 Sqft
Industrial Plot No. :-	MUP III (P)

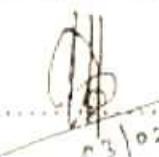
Area Handed Over by :-

  
Development Officer,

BIADA, Patna.

Memo No. Gamp/ind/29/02

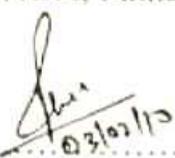
Area Taken Over :-

  
...../02/10

HITABAD COLLEGE OF ENGINEERING & TECHNOLOGY

Dated.. 03/02/2010 .....

1. Copy Forwarded to M/s Bihar College of Education **Industrial Growth Centre, Gidha** With a photo-copy of Map for information and necessary action.
2. Copy Forwarded to Executive Director, BIADA, Patna with a copy of original Map.
3. Copy Forwarded to Chief Account Officer, BIADA, Patna.

  
...../03/10/10

Development Officer,  
BIADA, Patna.

C/C

Office Order

The Managing Director of M/S Bihar College of Education, Industrial Growth Centre, Gidha has deposited 30% first installment towards the cost of the land and has been allotted plot in Growth Centre Gidha indicated against his name in columns- 5. Smt. Niloo Kumari, Trustee Chairman, Bihar Public School, 104/A, Sri Ram Parivar, Patel Nagar, Road No.-16, Patna, to requested to contact Sri. Pankaj Kumar, Development Officer, BIADA, Patna on 02.02.2010 at site and take possession of the allotted plots. She is also requested to contact Executive Director of the Authority for the execution of lease deed after taking such possession.

Sl. No.	Name of the Unit	End Product	Area allotted in sq-ft.	Plot No.
	M/S Bihar College of Education, Smt. Niloo Kumari, Trustee Chairman, Bihar Public School, 104/A, Sri Ram Parivar, Patel Nagar, Road No.-16, Patna.	B.Ed. College	65340	MUP-III (P)

File No-108/DO/BIADA/09

Sd/-  
Executive Director

Dt.....

Memo No. 108/DO/BIADA/09

Copy forwarded to Smt. Niloo Kumari, Trustee Chairman, Bihar College of Education, 104/A, Sri Ram Parivar, Patel Nagar, Road No.-16, Patna, for information and necessary action

Sd/-

Executive Director

Dt.....

Memo No. 108/DO/BIADA/09

Copy forwarded to Sri. Lokesh Kumar, Amin, BIADA, Patna for information and necessary action

Sd/-

Executive Director

Dt.....

Memo No. 5/55/10 108/DO/BIADA/09

Copy forwarded to Area Sri. Pankaj Kumar, Development Officer, BIADA, Patna for information and necessary action. He is requested to get the area measured in presence of representative of the unit and boundary pillars fixed before handing over the physical possession of plot to the unit. Compliance report with map should be sent by 05.02.2010.

Executive Director



**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**1<sup>st</sup> Floor, Ulyog Bhawan, East Gandhi Maidan, Patna-84Website: [www.binda.in](http://www.binda.in) Email: [binda@rediffmail.com](mailto:binda@rediffmail.com) ☎ 0612-2362998 / 2362999 Fax: 0612-2302996**ALLOTMENT LETTER**

Ref. No. 62222/2000/108/05/08100/09 Dated ... 23/10/2005

To:

Bhogendra Lal,  
Executive Director

Re:

Mrs Bihar College of Education  
Sri Bharti Trust, 104 A  
No. 100 Parkside Road no. 11  
Babu Nagar, Patna - 800004Subject: Regarding land allotment to Mrs Bihar College of Education in  
Industrial Growth Centre, Gidha.

Sd/-

In reply to your application dated 22.09.09 we are pleased to inform that Mrs Bihar College of Education has been allotted 65,340 Sq. ft. on Plot no. MUP III (P) in Industrial Growth Centre, Gidha, under the consideration of B.Ed. College Industry, on the lease of 90 years subject to the conditions given below. In case of non-fulfillment of any of these conditions the allotted land will be cancelled.

1. The unit will have to pay total cost of land with maintenance charge which comes out to be Rs. 1224000/- 54000/- = 12,78,000/- (Rs. Twelve lac seventy eight thousand) only at the promotional rate of Rs. 8.16/- lacs per acre and maintenance charge of Rs. 0.36/- lacs per acre on down payment of the value of land and its development. The payment shall be made in the form of lump sum or in four (4) installments within 15 days of the date of issue.

2. The unit will pay promotional charges as a result of increased compensation for land acquisition, court decrees, accident, cost of land development, cost of rehabilitation and policy decisions of the Government etc. In such situations the allottee shall be liable to be charged extra charges over and above what is indicated in para 1.

3. The increased cost of land will be payable by the unit within a fortnight of receipt of information and the unit will have to execute a bond to this effect.

4. If the unit desires it can pay the cost as stated in para 1 in one installment or in installments with interest. Initial payment (first installment) shall be 30% of the total cost i.e. Rs 3,63,400/- (Rs. three lac sixty three thousand and four hundred only) and is to be paid before acquiring possession of land. Balance amount is to be paid in seven annual installments of Rs 1,54,604/- (Rs. one lac fifty four thousand six hundred and four only). The second installment will be due one year after the allotment. Balance installments will be due on same date in subsequent years.

5. The interest charged on the balanced amount shall be 5 % and shall be compounded annually. In case of late payment, there shall be a penalty of 2 % and in case of payment before time, there shall be a rebate of 2 %. The recovery of the dues shall be made as if these are public demand under Bihar and Orissa Public Demands Recovery Act.
6. Unit will have to enter into written agreement with BIADA for making payments in installments towards cost of land. Land will be mortgaged with BIADA till installments are fully paid.
7. Other than the cost of land, unit will have to pay Ground Rent for the land which will be Rs 1500/- At the rate of Rs 1000/- per Acre before 31st March of each year. This land rent may be reviewed after every 20 years.
8. Unit will have to furnish papers to satisfy BIADA regarding arrangements of financial assistance for plant and machinery and raw materials.
9. Unit will have to get the maps of factory approved by BIADA and factory inspector within one month after taking possession of the land. Any construction on the land without prior approval will be unlawful.
10. BIADA should be informed prior to taking any loans from any financial institutions or mortgaging land and shed allotted by BIADA. Bond and lease deed must incorporate a clause that if the unit mortgages the land allotted by BIADA for taking loan from any financial institution/bank, it is mandatory to intimate the same to BIADA. The allotment may be cancelled in case of any violation of this condition.
11. Unit will have to execute a lease deed with BIADA and get it registered by appropriate registering authority at their own cost.
12. The unit should comply all the statutory registration requirements under the laws in force, both of the State and Union Government within two months from the date of allotment of the plot.
13. Construction work should start within 6 months from the date of allotment order and the production should start within 1 year from date of land allotment order. If this is not complied with then land allotment will automatically be cancelled. Unit has the option to appeal against this to the Industrial Development Commissioner.
14. The BIADA shall charge Rs 1000/- extra for demarcation of allotted area.
15. Land will be allotted on as and where as conditions and no appeal will be entertained against it.
16. Entrepreneurs will have to provide a certified proof of residential address issued by a competent authority. Two attested passport size photographs, registered partnership deed and certificate from registrar under Partnership Act will have to be submitted.
17. In case of non payment of land cost, land rent or maintenance charge, the allotment will automatically be deemed cancelled.
18. Evaluated cost of any pre existing structure and machinery on the allotted land will have to be deposited.

19. All costs relating to recovery of dues on 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.
20. Lease deed will be executed by BIADA only after the allottee makes an investment of 50% of the promoters contribution, excluding the cost of the land.
21. Assurance letter from bank regarding loan sanction will have to be submitted.
22. The unit shall comply all the statutory norms pertaining to environmental guidelines for solid waste disposal etc. relating to environmental clearances from the state / central government, if needed.

**23. Conditions which may invite cancellation of the land allotment:-**

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 1st installment & submission of bond.	> Within 15 Days of allotment
c.	Physical possession & provisional memorandum no.	> Within 30 Days of allotment
d.	Lease deed after 50% investment of promoter's contributions.	> Within 60 Days of allotment
e.	Start of trial production	> Within 180 Days of allotment
f.	Full commercial production	> Within 360 Days of allotment
g.	Permanent memorandum no.	> Within 370 Days of allotment

If the unit fails to complete any of the above activities within the above time frame, the allotment shall be cancelled.

- B. Going into non production- If the Unit goes into non production and does not start reproduction within 6 months from the due date of closure of the unit.
- C. Using the plot for purpose other than what has actually been approved by BIADA.
- D. Changing the shareholding of the entity without approval of BIADA.
- E. Subletting of the plot.
- F. Violating any of the facts mentioned in this allotment letter.

The decision of Managing Director (BIADA) on the issues of cancellation will be final.

**24. Consequences of cancellation:-**

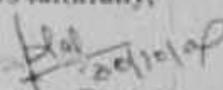
After the cancellation, the BIADA may initiate following actions against the unit -

- a. BIADA may retake the possession and confiscate the plot 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 as permitted in 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 1 to para 24. You must also state clearly if you wish to pay the cost of land in full or in installments. If no information is received from you within one month then allotment order will be deemed cancelled until renewed.

PCC Dated : 19/10/2009

Yours faithfully,

  
Executive Director

Dated 30/10/09

Memo no 618-1/D  
Office Copy: To inform Chief Account Officer/Area In charge  
Industrial Growth Centre, Gidha.

  
Executive Director