

Office Order

In supersession of the earlier decision taken by the Authority and in amendment in Clause - 14 of the BIADA Land Allotment Policy, 2021, it is circulated for needful that the permission for transfer may be given in terms of BIADA Land Allotment Policy, 2021 only if the following conditions are satisfied:-

- (a) If the land is transferred for the product which was manufactured earlier then the transferee unit shall be obligated to start the initial/trial production within a time frame of 6 months and achieve 66% of the full capacity of the commercial production within 12 months.

It is also clarified that at every 3 months the progress shall be reviewed by BIADA and if the progress of work is not made in terms of stipulated mile stone then BIADA may take back the possession of land even before 6/12 months.

- (b) In case the land is transferred for any other product/new product then the transferee unit shall be obligated to start the initial/trial production within a time frame of 12 months and achieve the full commercial production within 18 months.

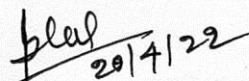
It is clarified that the progress of work shall be reviewed every three months and if the stipulated mile stone is not achieved then BIADA may take back the possession of land even before 12/18 months.

It is further clarified that as a pre-requisite condition for approval transfer, the transferor and transferee shall be obligated to submit an undertaking in the form of Affidavit solemnly affirmed before the Magistrate (Annexure-A/Annexure-B).

Accordingly, provisions of Clause - 14 of the BIADA Land Allotment Policy, 2021 are hereby amended to the extent and effect as elucidated herein before.

This order is enforceable with immediate effect.

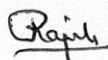
Decision 74th Meeting of BIADA
Board of Directors in Proceeding
No. 3 Dated 14.04.2022



Executive Director [H.O]
BIADA, Patna

Memo No. 1484/C

Date:- 20.4.22

Copy to:- Executive Director, Patna, BIADA/Executive Director, Muzaffarpur, BIADA/Executive Director, Bhagalpur/Executive Director, Darbhanga, BIADA/ Chief Administrative Officer/S.A.O./Law Officer/M.D. Cell for information and necessary action.




Executive Director [H.O]
BIADA, Patna

[Annexure-A]

Affidavit

I, Gender-....., aged aboutyears, S/o
, R/o, P.O.-
, P.S.....District-, Pin-
, Proprietor/ Authorized partner/ Director of M/s
 Industrial Area/ Estate etc.
 do hereby solemnly affirm and state as follows:-

- 1) That I hereby give the undertaking that after the approval of transfer I will start the initial/trial production within a time frame of 6 months and achieve 66% of the full capacity of the commercial production within 12 months.
- 2) That I hereby undertake that at every 3 months the progress shall be reviewed by BIADA and if the progress of work is not made in terms of stipulated mile stone then BIADA may take back the possession of land even before 6/12 months.
- 3) That I also undertake that I will clear all the dues payable to BIADA, as on date within 15 days.
- 4) That I further undertake that in the event of failure or default I shall handover the vacant and peaceful possession of the premise to BIADA and I shall have loose all rights therein. I will not recourse to any further litigation.
- 5) That the contents of this affidavit/Undertaking have been read over by me and understood the same and they are true to my knowledge and belief.

Deponent

[Annexure-B]**Affidavit**

I, Gender-....., aged aboutyears, S/o
....., R/o, P.O.-
....., P.S.....District-, Pin-
....., Proprietor/ Authorized partner/ Director of M/s
..... Industrial Area/ Estate etc.
..... do hereby solemnly affirm and state as follows:-

- 1) That I hereby give the undertaking that after the approval of transfer I will start to start the initial/trial production within a time frame of 12 months and achieve the full commercial production within 18 months.
- 2) That I hereby undertake that at every 3 months the progress shall be reviewed by BIADA and if the progress of work is not made in terms of stipulated mile stone then BIADA may take back the possession of land even before 6/18 months.
- 3) That I also undertake that I will clear all the dues payable to BIADA, as on date within 15 days.
- 4) That I further undertake that in the event of failure or default I shall handover the vacant and peaceful possession of the premise to BIADA and I shall have loose all rights therein. I will not recourse to any further litigation.
- 5) That the contents of this affidavit/Undertaking have been read over by me and understood the same and they are true to my knowledge and belief.

Deponent