

बिहार औद्योगिक क्षेत्र विकास प्राधिकार
प्रथम तल, उद्योग भवन, पूर्वी गाँधी मैदान, पटना-800004
Website-www.biadabihar.in ,Email- biada-bih@gov.in Phone: 0612-2675002/2675998/2675991

कार्यालय आदेश

Land Allotment Policy,2022 के Clouse-8 तदनुसार Land Allotment Letter में संशोधन करने के प्रस्ताव को निदेशक पर्षद के 84वीं बैठक की कार्यावली सं-03 पर स्वीकृति प्रदान की गयी है।

अतएव उक्त के आलोक में निदेशानुसार संशोधित Land Allotment Policy,2022 के Clouse-8 and Land Allotment Letter को संलग्न करते हुए निर्देश दिया जाता है कि तदनुसार कार्रवाई करना सुनिश्चित किया जाय।

अनु०:-यथा उपरोक्त।

१८/३/२३
कार्यकारी निदेशक (संचालन)
दिनांक १८/०३/२३

ज्ञापांक:- 233.1..... I-734/Estd/BIADA/2023

प्रतिलिपि:-संयुक्त प्रबंध निदेशक, बियाडा/सभी कार्यकारी निदेशक/सभी उप महाप्रबंधक, कलस्टर कार्यालय/मुख्यालय, बियाडा, पटना/आई०टी०शाखा, बियाडा, पटना/प्रबंध निदेशक कोषांग, बियाडा पटना को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

१८/३/२३
कार्यकारी निदेशक (संचालन),
बियाडा, पटना

M.B.D

५८

ANNEXURE-A



BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

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

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

Allotment Letter

Ref.:...../

Date :-

From,

Deputy General Manager, I/c Land Allotment
BIADA, Patna.

To,

M/s
Director Name-,
Address: -
Contact no: -
Email id: -

Subject: Regarding land allotment toName..... in Industrial AreaName of Cluster.....

Ref: As per your application no:Date:

Sir/Madam,

Upon the recommendation of the PCC dated, We are pleased to inform that**Agency Name**..... has been allotted**Land size**..... on plot noin **Industrial Area**of cluster for establishment of**Product Name**..... Unit on the lease of 90 years.

1. The Allottee shall abide by the terms and conditions as laid down under Clause 8(b) of the BIADA Land Allotment Policy, 2022, as enclosed herewith in **Annexure-1**.
2. The terms and conditions of payment is explained under **Annexure-2** to this allotment letter. The Allottee shall have to pay total cost of land with maintenance charges and other applicable charges as per the **Annexure-2** of this allotment letter.
3. The conditions of time frame for Initiation of construction work, start of trial production, full commercial production and non-adherence of the schedule of the activity are mentioned under **Annexure-3A** and **3B** respectively.
4. The allottee shall submit a self-declaration form accepting the terms and conditions mentioned in the format as enclosed in **Annexure-4**. The same shall be compulsorily submitted in original to the DGM of the concerned Cluster at the time of possession of the land.
5. The unit shall display a signage containing unit details such as Name of the unit, Plot no, Name of the Product/Service and Registration No, etc.
6. This allotment letter is purely provisional and the Managing Director reserves the right for any alteration or modification herein.

PCC Dated

Yours faithfully,

Deputy General Manager, I/c Land Allotment

Memo No.

Date: -

Copy to: - Executive Director-North /Executive Director-South/ Executive Director -Investment Promotion/ DGM-Investment Promotion, BIADA/DGM- Muzaffarpur, cluster, BIADA/ DGM-Finance, BIADA, Patna/DGM-Legal, BIADA, Patna /Assistant Area Manager, Industrial Area, Muzaffarpur / IT Section, BIADA for information and necessary action.

Deputy General Manager, I/c Land Allotment

Annexure :1

Clause 8(b) of the BIADA Land Allotment Policy, 2022

(Terms and Conditions of Allotment)

On the approval of the Managing Director, Allotment letter will be issued within 7 working days by the Deputy General Manager of the Land Allotment Section upon the following conditions:

- i. *The Allottee shall have to pay total cost of land with maintenance charge wherein the capitalized maintenance charge has been calculated at the prevailing rate fixed by the authority on down payment of the lease value of the land.*
- ii. *The terms and conditions of payment, the Facilities charge (expenses incurred on additional common facilities, etc) required to be paid in order to maintain basic services in the Industrial Area, the time frame of Initiation of construction work start of trial and full commercial production and the terms and conditions in non-adherence of the schedule of the activity and the time frame shall be made as annexures to the allotment letter.*
- iii. *The said land cost may vary 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 and in case such increased cost is not paid within 30 days of receipt of demand, interest will be charged over such delayed period as ordered by the appropriate Authority.*
- iv. *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.*
- v. *The allottee shall indemnify BIADA against all claims, losses, damages, penalties, expenses, suits or proceedings of whatsoever nature made, suffered or incurred or arising out of or incurred due to any act or omission on the part of the allottee and breach of the terms and conditions of this allotment letter.*
- vi. *The interest charged on the balance amount remaining after payment of the upfront amount shall be RBI repo rate as on the 1st day of January of the year of allotment + 3% calculated on reducing balance method. 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.*
- vii. *Allottee will have to get approval of map of the building from concerned authority and /or industrial premises, as per the prevailing building laws, within two months after taking possession of the land. The approval shall be communicated to BIADA, within 15 days, after obtaining approval. Any construction should not be undertaken on the land without such approval and its non -communication to BIADA will invite appropriate action.*
- viii. *In case Allottee mortgages the land / shed allotted by BIADA for taking loan from any financial institution / bank, it is mandatory to take prior permission of the same from 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.*

ix. In the case of mortgage of plot, the Authority will have first charge and the Allottee will make the due payments regularly from time to time to the Authority. Permission for mortgage will be granted for project financing by the Competent Authority.

x. Allottee will execute a draft lease deed approved by BIADA and get it registered by appropriate registration authority at his own cost.

xi. Such lease deed shall only be executed after deposition of the upfront payment.

xii. The applicant, in case the investment size is more than Rs.25 lacs, must register to SIPB (State Investment Promotion Board) through Single Window Clearance Portal (www.swc2.bihar.gov.in) for stage 1 clearance and other necessary clearances from other concerned departments as per SIPB, Industry department guidelines.

xiii. The allottee should apply and comply with all the statutory registration requirements under the laws in force, both of the State and central Governments within six months from the date of allotment of the plot or within the time frame as specified by the concerned departments.

xiv. Land will be allotted on As-Is and where-Is basis and no further claim will be entertained against it.

xv. 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.

xvi. Any subsequent change in the nature and composition of ownership of the Allottee can be made subject to permission from 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.

xvii. Any change (addition or alteration) in the activity as applied by Allottee and approved by the PCC would be intimated to BIADA within 15 days from the date of change along with the requisite report and fee under the prevailing policy.

xviii. Any violation of terms and conditions of this allotment shall invite cancellation of the allotment of land/shed and lease deed.

xix. Effect 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 amount that may have been deposited with BIADA; and /or

c) Initiate such other action permitted under the law.

xx. The allottee will have to submit a self-declaration form to the acceptance of the terms and conditions mentioned in the format as enclosed in Annexure . This needs to be compulsorily submitted with the DGM of the respective cluster in original at the time of possession of the land.

xxi. The unit shall display a signage containing units details such as Name of the unit, Plot no, Name of the Product/Service, Registration No, etc.

xxii. This allotment letter is purely provisional and any discrepancy of any sort shall be clarified by the competent authority.”

Annexure-2
(Terms and conditions of Payment)

Name of Unit: -
 Cluster: -
 Plot No: -
 Maintenance Charge per Sqft:-

Name of the IA: -
 Area Allotted: -(in sq.ft)
 Land Cost per Sqft:-
 Total Land Cost:-

1) Bank Details in which payment is to be transferred

Account Name	Bank Name	Bank Branch Name	Account No.	IFSC
Bihar Industrial Area Development Authority	HDFC Bank	Mahendru, Patna	50100451369562	HDFC0004710

2) Payment to be made at the time of Allotment

Land Cost	Maintenance Charges	Land Lease levy (to be paid annually)	Facilities Charges (to be paid annually)	GST on maintenance charges	GST on Land Lease Levy	GST on Facilities charges	Total Upfront Payment
1	2	3	4	5	6	7	8 = (1+2+3+4+5+6+7)

3) Payment to be made Annually/ as and when due

Land Lease levy	Facilities Charges	GST on Land Lease Levy	GST on Facilities Charges	1st Installment	2nd Installment	3rd Installment
1	2	3	4	5	6	7

Upto 10 instalments

4) Facilities charges:

SN	Plot Size	Facilities Charges (amount per annum)	SN	Plot Size	Facilities Charges (amount per annum)
1	Upto 5000 sqft	10000/-	5	Above 5 acres-upto10 acres	40,000/-
2	Above 5000- Upto 20000	15,000/-	6	Above 10 acres-upto20 acres	50,000/-
3	Above 20,000-upto 2 acres	20,000/-	7	More than 20 acres	60,000/-
4	Above 2 acres – 5 acres	30,000/-			

**Signature of DGM, Finance
 BIADA, Patna**

Annexure:-3A and 3B

Annexure 3A- Time Frame of Initiation of construction work start of trial and full commercial production

1. Initiation of construction work start of trial and full commercial production shall be adhered to as per the time frame given below.

S. No.	Industry Category	Project Milestones	Investment (in Plant & Machinery)
1.	Micro Units	Trial production - 9 months Commercial production – 12 months	Upto INR 1 Crore
2.	Small Units	Trial production - 12 months Commercial production – 18 months	INR 1 Crore to INR 10 Crores
3.	Medium & Large Units	Trial production - 18 months Commercial production – 24 months	Medium: INR 10 Crores to INR 50 Crores Large: INR above 50 Crores

Annexure:- 3B: Terms and Conditions non-adherence of the schedule of the activity and the time frame

1. 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: -
 - I) Non- adherence to the allotment conditions shall lead to initiation of cancellation proceeding as per section 6(2)(a) of the BIADA Act, 1974.
 - II) Non-adherence of the schedule of activity and the time frame given below.
 - III) If the Unit goes into non-production/non-commencement of approved activities and does not resume to full commercial production as per Land Allotment Policy 2022 guidelines.
 - IV) If all dues, rent, charges of the authority have not been paid within time.
 - V) If any construction contrary to the application has been carried.
 - VI) If any activity injurious to industries has been engaged into.
 - VII) Using the plot for any purpose other than the purpose approved by BIADA.
 - VIII) Change in the shareholding of entity without approval of BIADA.
 - IX) Subletting / Sub-leasing of the plot except the cases where and to the extent of subletting /subleasing, permitted by BIADA.
 - X) Non-payment of dues as per timeline specified in Land Allotment Policy 2022.

Sl. No.	Activity	Time Frame
a.	Allotment of land	:- 0
b.	Payment of 40%/35%/30%/25% (Whichever is applicable) of Upfront payment including GST as per para 5 & submission of bond.	:- Within 30 days of allotment

c.	Physical possession	:-	Within 24 hours of the up front payment.
d.	Initiation of construction work	:-	Immediately after physical possession of plot.
e.	Lease deed:	:-	The lease deed shall only be executed after deposition of 40%/35%/30%/25%(whichever is applicable) upfront payment including GST as per para 2 and Post Dated Cheques of balance payment as per prescribed payment schedule and Stage-1 clearance from the State Investment Promotion Board
f.	Start of trial production	:-	As per para 26 of this document.
g.	Start of full commercial production	:-	As per para 26 of this document.
h.	Udyog Adhar/Udyam Registration.	:-	As per norms.

Annexure-4

(Self- Declaration)

I _____ S/o, D/o, W/o _____ Proprietor/Partner/ Director residing at

_____ do hereby declare and affirm as under:

1. That I have gone through the terms and conditions as mentioned in the allotment letter issued in the name of M/s _____ . I agree to abide by all the Terms and Conditions, as mentioned therein.

2. That I have made payment in the bank account of BIADA as per details made hereunder:

a. Date of Payment: _____

b. Amount of Payment: _____

c. UTR/NEFT details: _____

d. Demand Draft details (Draft No. and date) _____

e. Name of the Bank from which payment has been made: _____

Signature of the Allotee