

CORRIGENDUM

BIADA Land Allotment and Management Policy, 2026 was communicated vide Memo No. 1795/Estt dated 17.05.2026. In continuation with the above-mentioned order following sub- clauses has been inserted regarding clarity of fees/ charges as mentioned in the Policy:

Clause 5.4 (A): Application Processing Fees for allotment

S. No.	Plot Size	Processing Fees (in INR)
1.	Upto 1 acre	5,000
2.	More than 1 acre to less than 5 acres	10,000
3.	More than 5 acres to less than 10 acres	25,000
4.	More than 10 acres to less than 20 acres	50,000
5.	Above 20 acres	1,00,000

Clause 6 (A): Allotment/ Renewal Fees: Land rate of Lease period will be fixed on pro rata basis.

Clause 8.1 (a)(i): Infrastructure Development Charge will be 5% of Land Lease premium.

Clause 8.1 (b)(i): Maintenance Charges:

S. No	Plot Size	Maintenance Charges (amount per annum) (in INR)
1.	Upto 5000 sqft	10,000/-
2.	Above 5000 – upto 20000	15,000/-
3.	Above 20,000 – upto 2 acres	20,000/-
4.	Above 2 acres – upto 5 acres	30,000/-
5.	Above 5 acres – upto 10 acres	40,000/-
6.	Above 10 acres – upto 20 acres	50,000/-
7.	More than 20 acres	60,000/-

Clause 8.1 (c)(i): Demarcation and Survey Map is fixed as Rs 1000/-.

Clause 8.1 (d)(i): Under any other Charges, Land Lease Levy will be chargeable @ 0.25% of prevailing land lease premium for Micro and Small and 0.5% for Medium and Large Unit.

Clause 12.1 (A): Processing Fees for Transfer of Industrial Unit for Micro & Small Unit - Rs. 5,000/- and for Medium & Large Unit - Rs.10,000/-.

Clause 13.3 (A): Fees for change in constitution before the unit has become functional will be 1% of the Land Lease premium.

Clause 13.5 (A): Fees for change of Partner in partnership deed will be Rs 50,000/- for any new induction of partnership up to 49%.

Clause 15.1 (A): Name Change fee for Micro & Small Unit will be Rs. 5,000/- and for Medium & Large Unit will be Rs.20,000/-

Clause 16 (A): Change/Addition of product within manufacturing sector for Micro & Small Unit will be Rs. 5,000/- and for Medium & Large Unit will be Rs. 20,000/-.

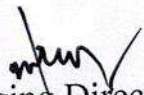
Accordingly, Annexure- I & II of Allotment Letter are replaced as per attachment.

The above-mentioned fees/charges will be payable with applicable taxes and will be treated as the integral part of BIADA Land Allotment and Management Policy, 2026.

Sd/-
Managing Director,
BIADA, Patna.

Date:- 03/06/26


Memo No:- 2225/184
Copy forwarded to:- Secretary, Industries Department /Director
Industries/Director MSME, Govt of Bihar for information.


Managing Director,
BIADA, Patna.

Memo No:--~~2225/ESH~~

Date:- 03/06/26

Copy forwarded to:-All Executive Director, BIADA/All DGMs, BIADA/President, Bihar Industries Association/President, Bihar Chamber of Commerce and Industries for information & necessary action.


Managing Director,
BIADA, Patna.

Allotment Letter

Ref.:...../

Date :-

From,

Deputy General Manager, I/c Land Allotment

BIADA, Patna.

To,

M/s

Director/Partner/Proprietor: -

Address: -

Contact no: -

Email id:-

Subject: Regarding land allotment toUnit Name..... in Industrial Area,

Ref: Your application no: Date: -

Sir/Madam,

Upon the recommendation of the PCC dated It is hereby to inform that
Unit Name has been allotted**Land Size**..... sqft. on plot no **in Industrial Area**, **of** **cluster** for establishment of**Product/Service Name**..... Unit on the lease of **90/60/30** years. "As is where is basis unless specified".

1. The Allottee shall abide by the terms and conditions as laid down under Clause 7 of the BIADA Land Allotment and Management Policy, 2026, as enclosed herewith in **Annexure-1**.
2. The terms and conditions of payment is explained under **Annexure-2** of this allotment letter. The Allottee shall have to pay total cost of land with Infrastructure Development Charge and other applicable charges as per the **Annexure-2** of this allotment letter.
3. The conditions of time frame for Initiation of civil construction work will start from date of possession, 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 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, BIADA reserves the right for any alteration or modification herein.

PCC Dated: -

Yours faithfully,

Deputy General Manager, I/c Land Allotment

BIADA, Patna

Memo No.

Date: -

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

Deputy General Manager, I/c Land Allotment

BIADA, Patna

Annexure:1Under Clause 7 of the BIADA Land Allotment and Management Policy, 2026(Terms and Conditions of Allotment of Land)

On the approval of the Managing Director, Allotment letter is issued 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 Infrastructure Development Charge and other applicable charges wherein the capitalized infrastructure Development 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, Maintenance 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 will start from date of possession and the terms and conditions in non-adherence of the schedule of the activity and the time frame has been annexed with this 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 competent Authority.*
- IV. *It is 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 remaining amount after payment of the upfront amount shall be charged at 9% of Simple Interest. In case of defaults in payment of any instalment and other charges within the stipulated time a penal interest of 12% p.a. shall be charged for the defaulted amount for the default period. All dues not paid shall be recovered as public demand under Bihar and Orissa Public Demands Recovery Act, 1914 as laid down under Section 11 of BIADA Act, 1974 (As amended).*
- VII. *Allottee will have to get approval of map of the building from concerned authority and for 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. *Allottee will execute a draft lease deed approved by BIADA and get it registered by appropriate registration authority at his own cost and as per prescribed norms mentioned under clause 10 of Land Allotment and Management Policy, 2026.*
- IX. *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 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.*

- X. 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.
- XI. The applicant must register to SIPB (State Investment Promotion Board) through Single Window Clearance Portal (www.swc2.bihar.gov.in) for stage I clearance and other necessary clearances from other concerned departments as per SIPB, Industry department guidelines.
- XII. The allottee should apply and comply with all the statutory registration requirements under the laws in force, both of the State and central Governments after allotment of the plot or within the time frame as specified by the concerned departments, whichever is earlier.
- XIII. Land will be allotted on As-Is and where-Is basis and no further claim will be entertained against it.
- XIV. 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.
- XV. 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.
- XVI. Any change (addition or alteration) in the activity as applied by Allottee and approved by the PCC would be intimated to BIADA about change along with the requisite report and fee under the prevailing policy.
- XVII. Any violation of terms and conditions of this allotment shall invite cancellation of the allotment of land/shed and lease deed as per Act and Policy.
- XVIII. Effect of cancellation of allotment: -
 After cancellation, the BIADA shall have the right to take following actions against the Allottee -
- a) BIADA shall resume the possession of the land along with structures and machineries standing thereon; and/or
 - b) Forfeit 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)

1. UNIT ALLOTMENT PROFILE

Name of Unit		Name of the IA/IE/IGC	
Cluster		Area Allotted (in Sq.ft.)	
Plot No.		Land Lease Premium per Sq.ft.	Rs.
Infrastructure Development Charge / Sq.ft.	Rs.	Total Land Lease Premium	Rs.
Industry Category		EMD Amount	Rs.

BIADA Online Payment Portal: Go to website: biada1.bihar.gov.in → eCollection Portal / Pay to BIADA

2. UPFRONT PAYMENT STRUCTURE

* Upfront Payment to be made within one month from the date of allotment

Land Lease Premium (40%/35%/30%/25%)	Infrastructure Development Charge with GST 18%	Land Lease Levy with GST 18% (to be paid annually)	Maintenance Charge with GST 18% (to be paid annually)	Demarcation & Survey Map Charge with GST 18%	Any Other Charges	Total Upfront Payment*
1	2	3	4	5	6	7

* EMD (If any) will get adjusted from "Total Upfront Payment" amount.

3. ANNUAL PAYMENT SCHEDULE

Land Lease Levy	GST on Land Lease Levy	Maintenance Charge	GST on Maintenance Charge	Total Annual Payment
1	2	3	4	5

4. HALF-YEARLY INSTALLMENT SCHEDULE (FROM DATE OF ALLOTMENT)

1st Installment			2nd Installment		
Principal Amt.	Interest Amt.	Total	Principal Amt.	Interest Amt.	Total
3rd Installment			4th Installment		
Principal Amt.	Interest Amt.	Total	Principal Amt.	Interest Amt.	Total
5th Installment			6th Installment		
Principal Amt.	Interest Amt.	Total	Principal Amt.	Interest Amt.	Total
7th Installment			8th Installment		
Principal Amt.	Interest Amt.	Total	Principal Amt.	Interest Amt.	Total
9th Installment			10th Installment		
Principal Amt.	Interest Amt.	Total	Principal Amt.	Interest Amt.	Total

5. MAINTENANCE CHARGES SCHEDULE

S.N.	Plot Size	Maintenance Charge (per annum)	S.N.	Plot Size	Maintenance Charge (per annum)
1	Upto 5000 sqft	10,000/-	5	Above 5 acres - upto 10 acres	40,000/-
2	Above 5000 - Upto 20000	15,000/-	6	Above 10 acres - upto 20 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/-			

6. REGULATORY FEE POLICY & CONDITIONS

- **Infrastructure Development Charge:** It shall be chargeable as one-time payment @5% of prevailing land lease rate along with applicable taxes.
- **Land Lease Levy Charges:** It shall be chargeable @0.25% of the prevailing land lease rate per acre per year along with applicable taxes for Micro & Small Units and @0.5% of the prevailing land lease rate per acre per year along with applicable taxes for Medium & Large Units.
- **Any Other Charges Condition:** Unit has to pay the Compensation amount, if Authority has to pay for Closure of undergoing Infrastructure Project within the allotted Plot.

Annexure 3A- Time limit for Implementation of Project

1. The Allottee shall take all necessary steps for implementation of the project and timeline will be ensured from date of possession of land.

Timeline for units: Timelines mentioned below are to be ensured from the date of physical possession of land/shed:		
S. No.	Industry Category	Project Milestones
1.	Micro	Civil Construction - 9 months Commercial production — 12 months
2.	Small	Civil Construction - 12 months Commercial production — 18 months
3.	Medium	Civil Construction - 18 months Commercial production — 24 months
4.	Large	Civil Construction - 24 months Commercial production — 30 months

Annexure: - 3B: Terms and Conditions non-adherence 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 of allotment proceeding as per section 6(2)(a) and 6(2)(c) of the BIADA Act, 1974.
 - II. Non-adherence of the schedule of activity and the time frame given below.
If the Unit goes into non-production/non-commencement of approved activities and does not resume to full commercial production/operations as per BIADA Land Allotment and Management Policy, 2026.
 - III. If all dues, rent, charges of the authority have not been paid within time.
 - IV. If any construction contrary to the application has been carried.
 - V. If any activity injurious to industries has been engaged into.
 - VI. Using the plot for any purpose other than the purpose approved by BIADA.
 - VII. Change in the shareholding of entity without approval of BIADA.
 - VIII. Subletting / Sub-leasing of the plot except the cases where and to the extent of subletting /subleasing, permitted by BIADA.
 - IX. Non-payment of dues as per timeline specified in BIADA Land Allotment and Management Policy, 2026.

Annexure-4

(Self- Declaration)

I S/o, D/o, W/o Proprietor/Partner/ Director of M/s.....
residing at do hereby declare and affirm as under:

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.

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

Date of Payment:

Amount of Payment:

UTR/NEFT details:

Demand Draft details (Draft No. and date)

Name of the Bank from which payment has been made:

Signature of the Allottee

Date: -

Allotment Letter

Ref.:...../

Date :-

From,

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

To,

M/s
Director/Partner/Proprietor: -
Address: -
Contact no: -
Email id:-

Subject: Regarding Plug & Play shed allotment toUnit Name..... in Industrial Area,
.....

Ref: Your application no: Date: -

Sir/Madam,

Upon the recommendation of the PCC dated It is hereby to inform that
Unit Name has been allotted sqft. on shed no **in Industrial Area, of
cluster** for establishment of**Product/Service Name.....** Unit through the Leave and License
Agreement of BIADA on "As is where is basis unless specified".

1. The allotment has been made in accordance with the provisions of the Land Allotment and Management Policy, 2026 (as amended from time to time) and other applicable rules/regulations/orders of BIADA.
2. The shed has been allotted on rental basis for a period upto 15 years. The rent has been fixed at Rs./- per sq. ft. per month for the period from 1st to 5th year, Rs./- per sq. ft. per month for the period from 6th to 10th year, and Rs./- per sq. ft. per month for the period from 11th to 15th year.
3. The allottee/Licensee shall execute the Leave and License Agreement with BIADA within the prescribed period and comply with all terms and conditions of the Land Allotment and Management Policy, 2026 (as amended from time to time), Leave and License Agreement of BIADA, and directions issued by BIADA from time to time.
4. A copy of the Leave and License Agreement of BIADA is enclosed herewith for reference and necessary compliance.

Therefore, you are requested to take necessary action for execution/signing of the Leave and License Agreement and completion of all required formalities within the stipulated period.

Encl.: As above.

PCC Dated: -

Yours faithfully,

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

Date: -

Memo No.

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

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

8
AN

**Rs. 1000/-
Stamp Paper**

LEAVE & LICENCE AGREEMENT

THIS AGREEMENT made at Patna this --- day of -----, 2026 Between **BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY (BIADA)** constituted under the provisions of Bihar Industrial Area Development Authority Act, 1974, represented through Executive Director, BIADA, 1st Floor Udyog Bhawan, Gandhi Maidan, Patna-800004 (hereinafter called "the Licensor which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns wherever the context or meaning shall so require or permit) **of the One Part**

And

M/s. ----- through Proprietor/partner/Director/authorized representative -
----**Name and Address**----- (hereinafter referred to as 'the Licensee") which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns wherever the context meaning shall so require or permit) **of the Other Part.**

W H E R E A S

- a) The Licensor is fully seized and possessed of and is otherwise well and sufficiently entitled to **give the property to run the industry on Leave and License Basis** in the schedule (hereinafter referred to as "the said Industrial premise"), and has full right and absolute authority to deal with the same.
- b) The Licensee being in need of industrial premises for the establishment of Industry, requested the licensor to allow them to use the said industrial premises therein for a limited period of 15 years and the same is subject to renewal for such term and condition as BIADA may deem it fit and proper. Moreover, the licensor and licensee has agreed on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Licensor is constituted under the provision of BIADA Act, 1974 as amended from time to time is fully seized, possessed of and is otherwise sufficiently entitled to hold an area of ----- **Sq. ft.** at -----
Industrial ----- for the establishment of Industrial Unit of -----
----- . BIADA has full and absolute right to deal with the same.

2. The shed admeasuring an area of ----- Sq. ft. is situated at, -----
----- wherein there is plant and machinery worth Rs. -----
--- for the manufacture/service of -----
-----.
3. Licensor has floated shed for allotment on a short term rent basis for 15 years for the establishment of -----
-- Industries *inter alia* the operation, maintenance and use of the machineries and the same is subject of term upto 15 years.
4. The Licensee shall be obligated to conduct the operations, maintenance and usage of the plant and machinery along with the carrying out the industrial unit has to pay the consideration amount of Rupees _____ per Sqft. per month and the same are to be run to the satisfaction of the competent authority of the licensor. The total consideration amount per month **as per rate prescribed by BIADA** is being provided herein below:-
1st Year to 5th Year - Rs./- per month/Sq. ft.
6th Year to 10th Year - Rs./- per month/per Sq. ft.
11th Year to 15th Year- Rs./- per month/per Sq. ft.
****The GST will be charged as per applicable rate.***
5. Licensor hereby enters in a leave and license Agreement for grant of a non-transferable right of operation, maintenance, usage of Industrial Unit and use of the said industrial space for -----
----- industry for a limited period of 15 years subject to the renewal of such term as determined by the licensor, subject to the satisfactory mentioning of the Industrial unit;
6. Licensee shall work as anchor unit and also support the other units situated in , -
----- and would provide, facilitate assistance in the functioning of the industries in the vicinity.
7. **Licensee shall be obligated to pay to BIADA an amount of Rs -----/- being an amount equal to 6 (six) months consideration as security deposit. *The security deposit shall be paid within 30 days of allotment as down payment. This deposit would be interest free and refundable to the allottee concerned for the license period or sooner determination of the license period. (added as per in italic clause 21.6 of LAMP'2026)***
8. The operation, usage of the premises is strictly for purpose for being used for carrying out the permitted industrial activity, the licensee shall not be allowed to sub-let, under-let/ assign or create any third party right and the whole premises at any point of time, any such transfer shall be void-ab-initio in case of default, the Licensor shall forfeit the security deposit, cancel the agreement and take action against the third party as an encroacher upon the licensed property.
9. It is hereby being clarified that in case the unit is not being used for the purpose of allotment, the same shall be cancelled as per the BIADA Act, 1974 and BIADA Land Allotment and Management Policy 2026.
10. Upon termination/expiry of the agreement, the licensee shall hand over the premises in the same physical condition as it was allotted and pay the charges as determined by the licensor to bring the premises back to original physical state.

- 11. All the general terms and conditions would be the same as prevalent norms of BIADA. In case of delayed payment of consideration amount, penal interest of 12% p.a. shall be charged upon the licensee.
- 12. The Government of Bihar/Licensor may from time to time shall issue direction to be followed in the interest of State/BIADA which is obligatory to be followed by licensee.
- 13. If the said consideration amount is not paid by due date and/or the industrial premises is mis-used the construction contrary to map/plan issued the Licensor shall be entitled to determine the allotment/leave and license agreement and the licensee shall be obligated to vacate the premises within 1(one) month form the receipt of termination notice from licensor.
- 14. The licensee shall be allowed to carry on the operation and usage, quietly and peacefully until the terms of this agreement or earlier termination of the same as provided herein so long as the licensee is performing its obligation punctually.
- 15. On expiration of the period of the agreement or the earlier determination of the agreement, the licensee shall remove itself its employees and goods from the said premises without objection and hindrance.
- 16. Licensee shall be entitled to terminate this agreement by serving 6 (six) months' notice in advance to Licensor.
- 17. Nothing can be construed as creating any right, easement and tenancy or such tenancy is in favour of the said Industrial premises and the present arrangement is merely a temporary arrangement.
- 18. All cost and expenses in respect of stamp duty, registration charges all cost and expenses or incidentals to approach and completion of the agreement shall be paid by the licensee.
- 19. The applicable terms and conditions of BIADA Land Allotment and Management Policy 2026 shall be applicable on parties.
- 20. The Agreement is subject to the exclusive jurisdiction of Courts of Patna only.

IN WITNESS WHEREOF the parties here to have set their respective hands hereto the day, month and year first herein above written

SIGNED AND DELIVERED by the)
 authorized representative of the)
 within named Licensor,)
)
 on behalf of)
 BIADA)
 in the presence of)

SIGNED AND DELIVERED by the)
 Within named Licensee _____)
 _____)

Witnesses
 Mr. _____)
 Mr. _____)