



# बिहार औद्योगिक क्षेत्र विकास प्राधिकार

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

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## कार्यालय-आदेश

बियाडा निदेशक पर्षद् की 97वीं बैठक दिनांक 06.08.2026 में कार्यावली संख्या-27 में BIADA Land Allotment and Management Policy, 2026 (Revised) लागू किये जाने संबंधित प्रस्ताव पर निदेशक पर्षद् द्वारा स्वीकृति प्रदान की गयी है।

तदनुसार अग्रेतर कार्रवाई हेतु संसूचित किया जाता है।

प्रबंध निदेशक के आदेश

(दिनांक:-13.08.2026)

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कार्यकारी निदेशक (संचालन)

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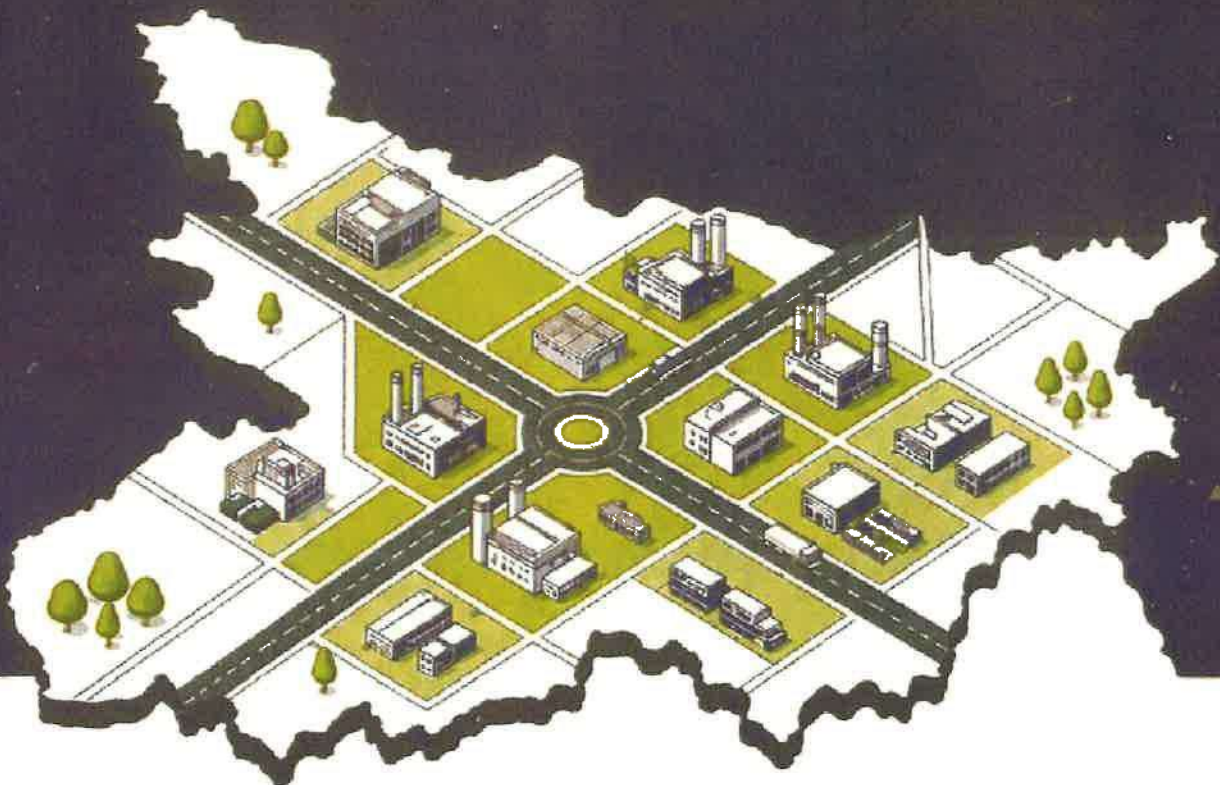
कार्यकारी निदेशक (संचालन)

बियाडा, पटना।





**BIHAR INDUSTRIAL AREA  
DEVELOPMENT AUTHORITY**



# **BIADA**

## **LAND ALLOTMENT AND MANAGEMENT POLICY**

**(REVISED), 2026**

## BIADA LAND ALLOTMENT AND MANAGEMENT POLICY (REVISED), 2026

### TABLE OF CONTENTS

|                                                                                    |     |
|------------------------------------------------------------------------------------|-----|
| Short Title and Commencement:.....                                                 | 2   |
| Vision:.....                                                                       | 3   |
| Applicability: .....                                                               | 3   |
| Guiding Principles: .....                                                          | 4   |
| Definitions:.....                                                                  | 4   |
| Chapter I — Planning, Classification and Reservation of Industrial Land .....      | 9   |
| Chapter II — Institutional Framework and Competent Authorities .....               | 11  |
| Chapter III — Allotment Policy and Pre-Allotment Procedure .....                   | 12  |
| Chapter IV — Payment Terms, Lease and Possession .....                             | 15  |
| Chapter V — Ease of Doing Business: Self-Certification and Deemed Approval.....    | 18  |
| Chapter VI — Implementaion of Project and Operational Use .....                    | 20  |
| Chapter VII — Sub-Lease, Transfer, Change in Constitution and related matters..... | 23  |
| Chapter VIII — Plug-and-Play Sheds and Built-Up Industrial Premises .....          | 31  |
| Chapter IX — Exit, Part-Exit, Cancellation and Resumption .....                    | 32  |
| Chapter X — Appeal, Monitoring and Miscellaneous .....                             | 37  |
| Schedule I — Standard Document Checklist for Allotment Application.....            | 39  |
| Schedule II — Schedule of Fees and Charges.....                                    | 41  |
| Schedule III — Matters Eligible for Self-Certification.....                        | 44  |
| Schedule IV — Matters Eligible for Deemed Approval .....                           | 45  |
| Schedule V — Documents Required for Change in Constitution.....                    | 46  |
| Schedule VI — Restricted and Prohibited Activities.....                            | 50  |
| Schedule VII – Allotment Letter for Plot (Draft).....                              | 51  |
| Schedule VIII – Allotment Letter for Plug and Play (Draft) .....                   | 62  |
| Schedule IX - No-Objection Certificate (Draft) .....                               | 64  |
| Schedule X – Leave and License Agreement (Draft) .....                             | 66  |
| Schedule X-A – Lease Deed (Draft).....                                             | 70  |
| Schedule XI – Standard Forms for Allotment, Implementation and Compliance.....     | 83  |
| Schedule XII – Self Certification Forms .....                                      | 92  |
| Schedule XIII – Deemed Approval Forms and Completeness Checklist .....             | 96  |
| Schedule XIV – Post-Allotment Transaction and Constitution Change Forms .....      | 99  |
| Schedule XV – Exit, Part Exit and Revival Forms .....                              | 112 |

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**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**

**GOVERNMENT OF BIHAR**

**DEPARTMENT OF INDUSTRIES**

**BIADA LAND ALLOTMENT AND MANAGEMENT POLICY (REVISED), 2026**

The Bihar Industrial Area Development Authority (“**BIADA**”) has been constituted under the Bihar Industrial Area Development Authority Act, 1974 with the aim of promoting planned development of industrial areas and recognizes that industrial land is a scarce public resource acquired and developed for the specific public purpose of industrial growth and balanced regional development. In exercise of the powers conferred under Section 6(3a) of the Bihar Industrial Area Development Authority Act, 1974, as amended from time to time, and in supersession of the BIADA Land Allotment and Management Policy, 2026, the Bihar Industrial Area Development Authority hereby issues the BIADA Land Allotment and Management Policy (Revised), 2026 for allotment and management of land, plots, sheds, buildings and allied industrial premises in industrial areas of BIADA.

This Policy aims to transform land management into a framework of trust, to enable allottees to plan and invest with confidence, and to foster Ease of Doing Business through compliance, self-certification, and deemed approvals.

The Policy seeks to simplify pre-allotment and post-allotment processes, reduce procedural barriers, discourage land hoarding, and maximize the productive utilization of industrial land in a manner that generates employment, attracts investment, and sustains and promotes long-term economic growth.

**Short Title and Commencement:**

This Policy shall be called the **BIADA Land Allotment and Management Policy (Revised), 2026** (hereinafter referred to as “**the Policy**”).

It shall come into force from the date of its notification.



**Vision:**

- a) To develop world-class industrial infrastructure and a holistic industrial ecosystem for investors and ancillaries.
- b) To facilitate environmentally sustainable industrial growth and balanced regional development.
- c) To enhance employment opportunities in the State.
- d) To improve investor facilitation and promote ease of doing business through transparency, digitization and time-bound approvals.
- e) To transform BIADA's functioning from a primarily regulatory interface to a facilitative and responsive industrial development institution, consistent with law.
- f) To promote allotment and management practices that enable timely industrialization, reduce land hoarding, and maximize productive land use.
- g) To provide trust-based compliance through self-certification and deemed approval in non-sensitive and low-risk matters, without diluting statutory safeguards.

**Applicability:**

The provisions of this Policy shall apply to:

- a) all existing and future allottees, lessees, licensees, transferees and applicants in respect of industrial land, plots, factory sheds, plug-and-play sheds, buildings or parts of buildings in industrial areas developed, managed or administered by BIADA;
- b) industrial land, plots, sheds, buildings or parts of buildings transferred to BIADA by the Department of Industries, Government of Bihar or any other competent authority;
- c) all applications received after notification of this Policy; and
- d) existing allotments, leases and post-allotment matters, to the extent specifically provided herein or to the extent not inconsistent with vested rights under executed instruments, unless otherwise directed by BIADA or the State Government.



For avoidance of doubt, this Policy shall be read harmoniously with the Act, the rules framed thereunder, applicable regulations, notifications, industrial policies of the State Government, and specific directions issued by the Government from time to time.

**Guiding Principles:**

This Policy shall be implemented in accordance with the following principles:

- a) legality and conformity with the Act;
- b) transparency, predictability and objectivity;
- c) ease of doing business and minimum procedural burden;
- d) digital-first and portal-based governance;
- e) trust-based compliance through self-certification, wherever appropriate;
- f) deemed approval in identified non-sensitive and non-title-altering matters, subject to statutory compliance;
- g) productive and optimal utilization of industrial land;
- h) discouragement of speculation, hoarding and non-use of allotted land;
- i) equal treatment of similarly situated applicants and allottees;
- j) timely disposal of applications and requests; and
- k) Balance between investor facilitation and public accountability.

**Definitions:**

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them:

1. **“Act”** means the Bihar Industrial Area Development Authority Act, 1974.
2. **“Allotment”** means allotment of industrial land, plot, shed, building or part of building in an industrial area of BIADA or developed by BIADA for establishment of industry or permitted services in accordance with this Policy.



3. **"Allotment Letter"** means the letter issued by BIADA communicating approval of allotment and the terms and conditions thereof.
4. **"Allottee"** means an individual, partnership firm, limited liability partnership, , cooperative society, trust, statutory body, acompany incorporated under the provisions of the Companies Act 1956 or the Companies Act 2013, including but not limited to any other entity duly recognized under the provisions of law to whom any land, plot, shed, building or industrial premises has been allotted by BIADA.
5. **"Allotable Area"** means the area demarcated in an industrial area for allotment of area after amenities.
6. **"Allotable Plot"** means a demarcated parcel of land identified by BIADA for allotment to an eligible applicant.
7. **"Allotted Area"** refers to the entire parcel of land allotted to an allottee by BIADA, as explicitly demarcated and specified in the Allotment Letter issued by the Authority. This includes the full extent of the land, irrespective of its built-up area, green area, unused area and serves as the basis for calculating rent, charges, development requirements, and compliance obligations.
8. **"Amenity"** shall have the meaning assigned under the Act and such other facilities as may be notified.
9. **"Anchor Investor"** means a lead investor in an industrial area or park whose investment size, industrial profile, brand value or backward/forward linkages are likely to catalyse additional investments, as may be identified by BIADA or Government consistent with industrial policy.
10. **"Applicant"** means a person or entity intending to establish an industry or permitted service in a BIADA industrial area and may include:
  - a) proprietorship firm;
  - b) partnership firm;
  - c) limited liability partnership;



- d) one-person company;
  - e) private limited company;
  - f) public limited company;
  - g) government company;
  - h) State or Central public sector undertaking;
  - i) trust;
  - j) Hindu Undivided Family;
  - k) cooperative society; or
  - l) consortium of the foregoing.
11. **"Authority"** shall have the meaning assigned under the Act.
  12. **"BIADA"** means the Bihar Industrial Area Development Authority.
  13. **"BIADA Board"** shall have the meaning constituted under the Act.
  14. **"Building"** shall have the meaning assigned under the Act.
  15. **"Built-up Area"** means the area on which construction has been made, excluding boundary wall, internal roads and drains, unless otherwise provided in building regulations.
  16. **"Change in Constitution"** means change in legal form or internal structure of an allottee entity not amounting to transfer of ownership or control beyond the thresholds specified in this Policy.
  17. **"Commercial Production"** means commencement of production or operations of goods or services at the unit in accordance with the approved project and applicable law.
  18. **"Common Utility Area"** means area designated within an industrial area for common facilities, support services and amenities.
  19. **"Deemed Approval"** means an approval treated as granted on expiry of the time stipulated under this Policy for disposal of a complete and defect-free application in identified matters, subject to fulfillment of prescribed conditions and not being contrary to the Act, statutory



requirements, zoning restrictions or public safety concerns or any other applicable law for the time being in force.

20. **“Detailed Project Report”** or **“DPR”** means the detailed project report or project profile submitted by an applicant or allottee.
21. **“Development”** shall have the meaning assigned under the Act.
22. **“Development Area”** shall have the meaning assigned under the Act.
23. **“Operational Unit”** means a unit that has commenced and continues commercial production or operations and satisfies the criteria prescribed in this Policy.
24. **“Industrial Area”** shall have the meaning assigned under the Act.
25. **“Industrial Park”** means an industrial area or designated portion thereof notified or identified for sector-specific or multi-sector industrial development.
26. **“Land Allotment Fees”** shall be decided by the Authority for using the land/property developed by BIADA in the form of one time charge including Land Lease Premium, Infrastructure Development Charge and Demarcation and Survey Map Charge.
27. **“Lease”** means the legal right to enjoy allotted land or premises for the term specified in the lease deed.
28. **“Lease Deed”** means the registered instrument executed between BIADA and the allottee.
29. **“Lessee”** means an allottee in whose favour a lease deed has been executed by BIADA.
30. **“Maintenance Charge”** means annual charge levied by BIADA upon the allottee for the purpose of upkeep, repair, maintenance, operation of infrastructure and other amenities in Industrial Area.
31. **“Managing Director”** or **“MD, BIADA”** means the Managing Director of BIADA.
32. **“Micro”, “Small” and “Medium Enterprises”** shall have the meaning assigned under the MSMED Act, 2006, as amended from time to time.
33. **“Normal Industrial Area”** means an industrial area where more than 20% but less than 80% of allottable area has been allotted.



34. **"Plug-and-Play Shed"** means ready-to-use industrial premises or modular industrial workspace developed by BIADA and licensed or allotted for specified period short-to-medium term use.
35. **"Portal"** means the digital platform or single window portal notified by BIADA for pre-allotment and post-allotment services.
36. **"Prime Plot"** means a plot identified by BIADA as enjoying locational advantage, including plots abutting two or more roads, or adjacent to National Highway or State Highway, or otherwise notified by BIADA.
37. **"Processing Fee"** means non-refundable application fee for processing allotment or post-allotment requests.
38. **"Project Clearance Committee"** or **"PCC"** means the committee constituted under applicable regulations for consideration of allotment proposals.
39. **"Saturated Industrial Area"** means an industrial area where 80% or more of the allottable area has been allotted.
40. **"Self-Certification"** means certification by the applicant or allottee, supported by declaration or affidavit and such documents as prescribed, accepted for specified purposes under this Policy subject to verification, inspection and consequences of misrepresentation and in compliance with any other applicable law for the time being in force.
41. **"Startup"** means a startup recognized in accordance with applicable Government of India or Government of Bihar notification, including as per G.S.R. Notification 127(E) dated 19<sup>th</sup> February, 2019 issued by the Ministry of Commerce and Industries.
42. **"Transfer"** means transfer of allotment, leasehold rights, ownership interest, management control or constitution resulting in transfer consequences under this Policy.
43. **"Trust"** shall have the meaning assigned under Section 3 of the Indian Trusts Act, 1882.
44. **"Unsaturated Industrial Area"** means an industrial area where more than 20% of the allottable land remains unallotted even after three years of declaration, or as otherwise identified by BIADA.



45. **“Unused Land”** means the portion of allotted land that remains unutilized and is not integral to the functioning or approved layout of the industrial unit, excluding approved mandatory open areas, as contemplated under Section 6(2)(c) of the Act.
46. **“Vacant Plot/Land/Shed”** means land or shed not allotted or whose allotment has been cancelled and possession resumed by BIADA.
47. **“Working Days”** means days on which BIADA offices remain open for official business.

### Chapter I — Planning, Classification and Reservation of Industrial Land

#### **1. Planning of Industrial Areas**

- 1.1. Planning of industrial areas shall be undertaken in a manner consistent with the Act, environmental norms, infrastructure efficiency and industrial growth priorities. BIADA may engage industrial planners, urban planners, architects, engineers and domain experts for planning, redevelopment, reorganization and GIS-based mapping of industrial areas. Maps and records of industrial areas shall be digitized and updated from time to time.
- 1.2. A designated area shall consist of as Common Utility Area which will be used to provide amenities in Industrial Areas, such as canteen, banks, post offices, fire stations and other amenities defined in the Act. The Common Utility Area may also include worker's housing facility within the Industrial Area for purpose of enhancing the quality of amenities; Authority may enter into Public Private Partnership model in order to provide better state of art services. The facilities provided to the industries in Common Utility Area of an Industrial Area may be extended to industrial units located outside industrial area to pool their resources to meet such requirements.
- 1.3. Each industrial area may include industrial plots, roads and internal circulation, green areas and open spaces, utilities and services, commercial and support facilities, common utility areas, social infrastructure, worker amenities and such other areas as may be necessary.
- 1.4. As a general planning principle, industrial plotting shall ordinarily constitute the principal land use in an industrial area, while the balance area shall be reserved for roads, utilities, green zones, common areas and support infrastructure. The land-use distribution for new or redeveloped industrial areas shall ordinarily be as follows:



| Sr. No. | Land-use Category  | Percentage |
|---------|--------------------|------------|
| 1.      | Industrial Plots   | 60%        |
| 2.      | Residential        | 2%         |
| 3.      | Commercial         | 5%         |
| 4.      | Public/Semi Public | 2%         |
| 5.      | Roads and Parking  | 18%        |
| 6.      | Public Utilities   | 3%         |
| 7.      | Green Area         | 10%        |

However, based on periodic assessments of the industrial area's evolving requirements, specific land-use classifications may be modified and the proportion of land allocated to each category may be rationalized to ensure optimal utilization and alignment with current and future development objectives by the MD, BIADA, and such consequent changes shall be placed before the Authority.

- 1.5. BIADA may notify planning standards, development control regulations, FAR, setbacks, height norms, parking norms, utility norms and other planning parameters, subject to the Act and applicable law.

## 2. Green and Environmental Planning

- 2.1 Every industrial area shall, as far as practicable, provide for green zones, plantation belts and environmental buffer areas to reduce air pollution, minimize sound pollution, prevent soil erosion and mitigate other adverse impacts of industry.
- 2.2 Allotment and development shall be subject to applicable environmental norms and clearances.
- 2.3 For Red and Orange category industries, allotment shall be subject to clearance from the Bihar State Pollution Control Board and compliance with applicable environmental laws, setback norms and such additional planning or zoning restrictions as may be prescribed.




### **3. Zoning of Industrial Areas**

- 3.1 BIADA may zone industrial areas or parts thereof on the basis of category of industry, pollution profile, infrastructure demand, logistics needs, safety norms or sector-specific objectives.
- 3.2 Industries shall be grouped in accordance with recognized pollution categories, namely Red, Orange, Green, White and Blue, or any other category recognized by the Central Pollution Control Board or competent authority from time to time.
- 3.3 BIADA may prohibit or restrict specified categories of industries in specific industrial areas having regard to environmental sensitivity, infrastructure limitations or planning objectives. A list of restricted and prohibited activities is set out in Schedule VI.

### **4. Reservation and Sectoral Allocation**

- 4.1 BIADA may reserve any industrial area, industrial park or part thereof for specific sectors, activities, investor classes, priority industries, anchor investors, startups, MSMEs, plug-and-play infrastructure or such other purposes as may be approved.
- 4.2 BIADA may also reserve land for common facilities, public utilities, social infrastructure, state-led projects, strategic investments and projects identified by the Government.
- 4.3 Reservation, de-reservation and modification of reserved categories may be made by BIADA Board wherever required.

### **5. Classification of Plots and Areas**

- 5.1 BIADA shall identify and notify from time-to-time prime plots, saturated industrial areas, normal industrial areas and unsaturated industrial areas.
- 5.2 Such classification shall be reviewed at least once every year or at such intervals as BIADA deems fit.

## **Chapter II — Institutional Framework and Competent Authorities**

### **6. Project Clearance Committee**

- 6.1 All allotment proposals shall be considered through the Project Clearance Committee in accordance with applicable regulations.
- 6.2 The present composition of the PCC shall be as follows:
  - a) Managing Director, BIADA

- b) Joint Managing Director, BIADA
- c) Director, Industries
- d) All Executive Directors, BIADA
- e) Representative of Finance Department, Government of Bihar, not below the rank of Joint Secretary
- f) Representative of Bihar State Pollution Control Board
- g) Chairman/President, Bihar Industries Association (BIA)
- h) Chairman/President, Bihar Chamber of Commerce and Industries (BCCI)
- i) Chairman, Confederation of Indian Industries (CII), Bihar Chapter
- j) Chairman/President, Laghu Udyog Bharati, Bihar
- k) Any other member (maximum 2) as nominated by the Government or Authority

6.3 The PCC shall ordinarily meet at least once in every month and may meet more frequently based on volume of applications.

6.4 All allotment of land shall take place through the PCC. The competent sanctioning authority for allotment of land or shed after recommendation from the PCC shall be the Managing Director, BIADA.

6.5 The Managing Director shall have the right to return any matter to the PCC for reconsideration for recorded reasons.

## **7. Scrutiny Committee and Facilitation Mechanism**

7.1 BIADA shall constitute a Scrutiny Committee comprising officers nominated by the Managing Director for preliminary scrutiny of applications.

7.2 BIADA may also establish an investor facilitation cell for assisting applicants in filing applications, curing defects, project documentation and post-allotment compliance.

## **Chapter III — Allotment Policy and Pre-Allotment Procedure**

### **8. Purpose of Allotment**

8.1 Land, plots, sheds and buildings shall be allotted primarily for establishment of industries, manufacturing units, permitted service activities, logistics and support




activities where allowed, industrial utility services, plug-and-play or industrial ecosystem functions, and such designated activities as may be recognized under industrial policy or by BIADA if not in negative list and unless otherwise prohibited.

8.2 No allotment shall create any right to use land for a purpose inconsistent with the allotment letter, zoning norms, industrial policy or any other applicable law for the time being in force.

## **9. Availability and Publication of Plots**

9.1 BIADA shall publish on its Portal the list of allottable plots, sheds and premises available for allotment, including details such as location, area, plot number, classification, use restrictions, base rate, special conditions and status.

9.2 BIADA shall update the list on a rolling basis as and when plots become available.

## **10. Mode of Application**

10.1 Applications for allotment shall be submitted online through the BIADA Portal in the prescribed form, MD BIADA may permit offline submissions in exceptional circumstances.

10.2 Only complete applications accompanied by prescribed documents and fees shall be considered.

## **11. Documents Required**

11.1 The applicant shall submit such documents as prescribed by BIADA. The standard document checklist is set out in **Schedule I**. The Scrutiny Committee or PCC may call for additional documents or clarifications where necessary.

11.2 BIADA shall prescribe standard formats for DPR, project profile, declarations, affidavits and undertakings and upload the same on the Portal.

## **12. Processing Fee and Earnest Money Deposit**

12.1 Application processing fee shall be non-refundable. The schedule of processing fees is set out in **Schedule II**.

12.2 Earnest Money Deposit shall be payable along with the application as follows:

- a. 2% of land lease premium for Micro and Small units;
- b. 5% of land lease premium for Medium and Large units.

12.3 EMD may be exempted for Startups registered in Bihar.



12.4 BIADA may forfeit EMD where the applicant adopts unfair practices, withdraws after being selected where forfeiture is stipulated, fails to comply with allotment terms within prescribed time, or is found to have furnished false information. In case of any allotment made in favour of an applicant subsequent to adoption of unfair practices, the Authority shall be at liberty to initiate cancellation proceedings.

### **13. Scrutiny of Applications**

13.1 The Scrutiny Committee shall examine applications for completeness, eligibility, conformity with policy and project viability. If defects or deficiencies are noticed, the applicant shall be informed through the Portal or email within one (1) week and given an opportunity to cure them within one (1) week.

13.2 Failure to cure defects within the stipulated time may result in rejection or non-consideration of the application, and the plot shall be treated as vacant.

### **14. Assessment Criteria**

14.1 Applications may be assessed having regard to eligibility and legal status of applicant, project viability, industrial background and experience, financial capacity, nature of product or service, alignment with industrial policy, employment potential, environmental compatibility, land requirement justification, infrastructure demand and such other factors as BIADA may specify.

### **15. Method of Allotment**

15.1 The following modes of allotment may be adopted by BIADA:

- a) allotment at prevailing rate where only one eligible application is received for a plot;
- b) e-bidding or e-auction where multiple eligible applications are received for the same plot, with base price being the prevailing land lease premium;
- c) compulsory auction for prime plots, not below the prevailing land lease premium;
- d) allotment pursuant to Government or Industries Department direction for specific projects; and
- e) Special allotment framework for anchor, strategic or priority projects as may be approved.



- 15.2 BIADA may frame detailed auction policies, bidding conditions and payment timelines separately. Until the e-bidding or e-auction system is introduced and operational, physical bidding or physical auctions shall be allowed for the allotment of plots/sheds.

#### **16. Issuance of Allotment Letter**

- 16.1 Successful applicants shall be issued allotment letters within seven working days from the date of approval of PCC proceedings.
- 16.2 The allotment letter shall specify details of plot or premises, purpose of allotment, land cost and payable charges, payment schedule, lease period, implementation timeline, special conditions, consequences of default and such other terms as BIADA may deem fit.
- 16.3 The allotment made under this Policy shall be valid for the specified period as mentioned in the allotment letter unless it has been cancelled.

#### **17. Allotment/Renewal**

- 17.1 Allotment shall be done on lease for 90 years, 60 years or 30 years on "as is where is" basis unless specified. Land rate for different lease periods shall be fixed on pro-rata basis.
- 17.2 Before expiry of the lease period, the lease may be renewed after receipt of applicable fee by the MD, BIADA. After expiry of the lease period, renewal may be done after receiving reasonable grounds by a three-member committee headed by MD, BIADA. The committee may impose fine up to 10% of land lease premium additionally.
- 17.3 Only an operational unit shall be eligible, after clearance of all dues, for renewal of lease, unless otherwise specified.

### **Chapter IV — Payment Terms, Lease and Possession**

The fees and charges payable by Allottee/Applicant shall be as specified in **Schedule II** of this Policy; however it may be notified/amended by M.D., BIADA subject to approval of BIADA Board.

#### **18. Payment Schedule**

- 18.1 The allottee shall deposit the upfront payment within 30 days from the date of issue of the allotment letter, after adjusting the EMD already paid, along with applicable taxes.



The allotment shall stand cancelled in case of non-payment of the upfront amount within the stipulated period.

18.2 The payment schedule shall be as follows:

| Sl. No. | Land Cost                       | Upfront Payment | Balance Payment | Installments | Period per Installments | Total Period |
|---------|---------------------------------|-----------------|-----------------|--------------|-------------------------|--------------|
| 1.      | Less than Rs. 50 Lakhs          | 40%             | 20%             | 3            | 6 months                | 1.5 years    |
| 2.      | Rs. 0.5 Crore – Rs. 2.5 Crores  | 35%             | 13%             | 5            | 6 months                | 2.5 years    |
| 3.      | Rs. 2.5 Crores – Rs. 7.5 Crores | 30%             | 10%             | 7            | 6 months                | 3.5 years    |
| 4.      | More than Rs. 7.5 Crores        | 25%             | 7.5%            | 10           | 6 months                | 5 years      |

18.3 In general, no extension shall be granted for the deposit of the upfront amount. Extension for payment of upfront amount may be allowed by the Managing Director, BIADA for a further period of 30 days, if reasonable grounds are provided by the allottee. If the allottee seeks extension beyond such period, such extension shall be decided by the Managing Director, BIADA upon payment of a fee of 1% of the said land lease premium for extension of three months' time.

18.4 The Authority may cancel the allotment in case of delay in the upfront payment amount, and the EMD paid at the time of application shall then be forfeited.

## 19. Balance Payment and Interest

19.1 The balance amount of land lease premium shall be paid as per the table in Clause 18.2 or as decided by the Authority from time to time. Where the balance of land lease premium is paid in installments, interest shall be charged at 9% simple interest per annum on the balance amount payable.

19.2 If any allottee defaults in the payment of any installment and/or any other charges within the stipulated time, interest at 12% per annum shall be charged for the defaulted amount for the default period. The Authority or its delegate may cancel the allotment or lease in case of any delay in payments by the allottee.




## **20. Execution of Lease Deed**

- 20.1 The lease deed shall only be executed after deposit of upfront payment as per the table in Clause 18.2, clearance of outstanding dues, if any, deposit of post-dated cheques of balance payment as per the prescribed payment schedule.
- 20.2 Execution of the lease deed is compulsory for the allottee and shall be executed within the total period of the payment schedule.
- 20.3 Stamp duty, registration charges and incidental expenses shall be borne by the allottee.

## **21. Physical Possession**

- 21.1 The allottee shall be given actual physical possession of the land after deposit of the upfront amount and any other applicable charges, as described in the allotment letter.
- 21.2 If physical possession of the allotted land cannot be handed over to the allottee, wholly or partly, due to pre-existing litigation, encumbrance, lack of access road, adverse topography, physical constraints of the site, or any other reason beyond the control of the allottee, and such impediments have been identified, recorded, or subsequently established through inspection or representation, the allottee may submit a reasoned application for redemption or cancellation of allotment before the Managing Director, BIADA, within a reasonable time from the date of allotment or attempted possession.
- 21.3 Upon receipt of such application, the Managing Director, BIADA, after due verification of records, site conditions, and the grounds cited, and after providing an opportunity of hearing to the allottee wherever considered necessary, may approve cancellation of the allotment. In such cases, BIADA shall refund the EMD and other payments made by the allottee along with the 5% simple interest by BIADA.

Where BIADA has created any third-party rights in respect of the allotted land during the course of litigation, and the cancelled allottee succeeds in such litigation, resulting in the cancellation of such third-party allotment, the third party shall, upon the judgment or order attaining finality, be entitled to a refund of all amounts deposited towards the allotment, along with 5% simple interest, in accordance with this Policy or as may be directed by the competent court.

- 21.4 If an allottee desires another plot or shed instead of the allotted plot or shed, the allottee may apply for exchange within the same industrial area or another industrial area within



06 months of the allotment. Such application shall be considered subject to availability of the industrial plot in the desired industrial area.

- 21.5 No application for switch-over shall be considered after 6 months of the allotment. Any amount paid by the allottee shall be adjusted or redeemed against the new allotted land or shed as per the prevailing rate in that industrial area at the time of final disposal of application.

## **Chapter V — Ease of Doing Business: Self-Certification and Deemed Approval**

### **22. Digital Single Window Portal**

- 22.1 BIADA shall operate and strengthen a single window digital Portal for allotment applications, payments, lease deed processing, transfer requests, constitution changes, name changes, product or service changes, merger or bifurcation, NOCs, sub-lease intimation or approvals, exit requests, compliance reporting and all other pre-allotment and post-allotment services.
- 22.2 Each allottee shall be provided a unique user ID and credentials for Portal access upon allotment after implementation of ERP.
- 22.3 BIADA may establish, in such industrial areas or at such designated locations as it may deem fit, a Single Window Facilitation Centre for investor interface, application assistance, facilitation of pre-allotment and post-allotment services, coordination with stakeholders, and such other facilitative functions as may be specified by BIADA from time to time.
- 22.4 Within such Single Window Facilitation Centre or facilitation area, BIADA may provide or permit designated space for product display, branding, customer interface, experience center, demonstration area, marketing, conference, visitor facilitation and other incidental purposes connected with and supportive of the principal industrial or permitted service activity of units in the industrial area, subject to such conditions, user norms and operational guidelines as may be specified by BIADA.

### **23. Self-Certification Regime**

- 23.1 In furtherance of ease of doing business, BIADA shall accept self-certification, declarations or affidavits in lieu of prior scrutiny in identified low-risk or procedural



matters, subject to random checks, inspection and legal consequences for false certification.

23.2 Self-certification shall be accepted for the matters set out in Schedule III.

23.3 No self-certification shall override statutory approval requirements under the Act, environmental law, building norms, fire safety law, pollution control requirements or title-altering actions requiring formal approval.

23.4 If any self-certification is found false, misleading or materially incorrect, BIADA may cancel the deemed approval or action taken thereon, initiate cancellation proceedings, debar the allottee from specified benefits, and take such other action as may be warranted in law.

#### **24. Deemed Approval**

24.1 To promote ease of doing business, BIADA shall provide deemed approval for identified post-allotment matters if a complete, defect-free application, documents and undertaking is not disposed of within 30 working days from the date of receipt of such application.

24.2 Where an application qualifies for deemed approval, it shall be subject to the condition that the applicant shall fulfil all subsequent compliances. Deemed approval shall not be construed as a waiver of any statutory requirement or as a grant of unconditional right over BIADA land.

24.3 Deemed approval shall be available for the matters set out in **Schedule IV**.

24.4 Deemed approval shall not apply to fresh allotment of land, transfer of leasehold rights amounting to transfer of ownership or control, mortgage where prior NOC is mandatory, Red or Orange category approvals requiring pollution clearance, cancellation, restoration or resumption matters, matters involving title disputes, encroachment or litigation, any statutory approval outside BIADA's competence, or such other matters as BIADA may notify. In the event of delay in disposal of application received for transfer of unit and NOC within 30 working days, all such matters shall be placed before the BIADA Board with the reason to be stated of delay in disposal.

24.5 In all cases where deemed approval is claimed, the applicant shall submit the application in the prescribed format along with upfront payment of applicable fee and self-certified documents applicable on a case-to-case basis.



## Chapter VI — Implementation of Project and Operational Use

### **25. Obligation to Implement Project**

- 25.1 Every allottee shall take all necessary steps for implementation of the project and give intimation of implementation, including applying for or securing approval of building plan, power supply, sanction of term loan, consent for establishment from the Bihar State Pollution Control Board or any other document in conjunction with the above approvals or permissions.
- 25.2 All allottees under Land Allotment Policies preceding this Policy who have not submitted DPR shall submit a fresh DPR.
- 25.3 The allottees of BIADA availing SIPB benefits shall submit the self-declared details including but not limited to financial reports related to production, export of goods, investment, plant and machinery, employment, within 1 year from the date of allotment.

### **26. Project Implementation Timelines**

- 26.1 The timelines for commercial production of goods and operations of services shall be calculated from the date of handing over of possession.
- 26.2 The timelines for commencement of commercial production or operations shall be as follows:

| Sl. No. | Industry Category | Timeline for Commercial Production/Operations |
|---------|-------------------|-----------------------------------------------|
| 1.      | Micro             | 18 months                                     |
| 2.      | Small             | 24 months                                     |
| 3.      | Medium            | 30 months                                     |
| 4.      | Large             | 36 months                                     |

### **27. Extension of Time**

- 27.1 The allottee must ensure to uphold the timelines mentioned above. In case of failure to adhere to the timeline, the allottee may seek extension of time, and such extension may



be granted by the Managing Director, BIADA depending upon the progress of work done.

27.2 If the allottee has made significant progress, a first extension may be provided by the Managing Director, BIADA for 3 months and no time extension fee shall be levied if there is sufficient reason mentioned by the allottee.

27.3 If further extension of time is required, extension may be given only after considering the progress made by the allottee. In such cases, the Managing Director, BIADA may impose time extension fee as per the following table:

| Sl. No. | Period for Time Extension | Rate of Time Extension Fee       | Applicability                  |
|---------|---------------------------|----------------------------------|--------------------------------|
| 1.      | Up to 3 months            | No Fee                           | Micro, Small, Medium and Large |
| 2.      | 3 to 9 months             | 0.5% of BIADA Land Lease Premium | Micro and Small                |
|         |                           | 1% of BIADA Land Lease Premium   | Medium and Large               |
| 3.      | 9 months to 15 months     | 1% of BIADA Land Lease Premium   | Micro, Small, Medium and Large |
| 5.      | 15 months to 21 months    | 1% of BIADA Land Lease Premium   | Medium and Large               |
| 6.      | 21 months to 27 months    | 2% of BIADA Land Lease Premium   | Medium and Large               |

27.4 Extension of time shall not be provided beyond 15 months for Micro and Small units, and 27 months for Medium and Large units. After lapse of the extended period, if the allottee fails to commence commercial production or operations as per the submitted DPR, or has not cleared outstanding dues, further action shall be taken as per the Act.




## **28. GSTIN Requirement**

- 28.1 The allottee shall be required to obtain a separate and exclusive GSTIN for the purpose of conducting operations upon the allotted land within a period of 6 months from the date of allotment, where the DPR suggests operations above the taxable threshold.
- 28.2 All allottees allotted land through Land Allotment Policies preceding this Policy shall also obtain a separate and exclusive GSTIN for the purpose of conducting operations upon the allotted land.
- 28.3 Compliance may be submitted through self-certification on the Portal.

## **29. Progress Reporting**

- 29.1 The allottee shall submit self-declared, annual reports about the progress of implementation for review by BIADA through the Portal.
- 29.2 BIADA shall inspect the premises to verify progress and assess the progress of implementation and record the findings.
- 29.3 Allottee has to develop the allotted plot as per the environmental guidelines, building bye-laws and other prevailing norms.

## **30. Operational Unit**

- 30.1 An allottee shall submit a self-declaration that the unit has come into commercial production or operations by adducing supporting documents, layout plan, supporting investment document and proof of production or operations as per DPR.
- 30.2 The allottee shall submit the following documents before 31st March of every year:
  - a. self-certified copy of monthly electricity bill;
  - b. GST returns;
  - c. relevant sale-purchase invoices;
  - d. EPFO/ESIC challans of the concerned unit; and
  - e. CA-certified turnover for the concerned unit, ITR and financial statements.

## **31. Non-Operational Unit**

- 31.1 A unit shall be considered as a non-operational unit if:



- a. upon examination of the documents submitted by the unit, it is found that the unit is not in production or operation to the tune of 25% of the approved capacity as provided in its DPR; or
  - b. the unit has failed to submit the self-declared documents mentioned under Clause 30, and upon inspection conducted by BIADA it is concluded that the unit is closed, inactive, partially active or not utilizing the land.
- 31.2 Seasonal units shall be granted exemption from being declared as non-operational in their non-seasonal period, provided the unit's DPR mandates the unit as seasonal and specifies the period of seasonality. However, the unit shall be liable for evaluation of operations during its seasonal period.

### **32. Revival Fees for Non-Operational Unit**

- 32.1 If a unit has been declared non-operational by the respective BIADA officer following the due process of notice, inspection and opportunity of hearing provided to the allottee, the unit shall be liable for payment of revival fee at 2% of Land Lease Premium on a case-to-case basis.
- 32.2 The Managing Director may grant six months' time for revival of such non-operational unit. In exceptional cases beyond six months' revival time, only the BIADA Board shall have the power to give additional time for revival.

### **33. Chapter VII — Sub-Lease, Transfer, Change in Constitution and Related Matters**

#### **SubLease**

- 33.1 Sub-lease of the property constructed on the allotted plot shall be permitted for the following categories within the conditions of the existing lease:
- a. IT/ITeS projects; and
  - b. existing allottees which have been allowed to sub-lease the property under any previous industrial policy.
- 33.2 Sub-lease shall be intimated to BIADA for the purpose for which the land was allotted, through application along with an undertaking that the services are not falling under the negative list of the Bihar Industrial Investment Promotion Policy (as amended), along with applicable fee of 1% of BIADA Land Lease Premium. However, if the sub-lease is

for a purpose other than what was allowed in the lease, the lessee shall seek prior approval of BIADA.

- 33.3 The principal lessee shall deposit a copy of the sub-lease as per relevant laws in every case within 30 days of signing of the sub-lease along with Project Profile.

#### **34. Transfer of Industrial Plot or Unit**

- 34.1 Permission for transfer of plot or unit shall be granted to operational units. However, the BIADA Board shall have the power to permit transfer of a unit that has not yet commenced operations, provided that the allotment remains valid and the project implementation timeline as prescribed under this Policy has not expired. Such transfer shall be facilitated in the interest of ensuring productive utilization of allotted land, progress made by the allottee and continuity of industrial activity.
- 34.2 Transfer shall only be allowed after making full payment of the land cost of the plot, which includes payment of all installments and other dues. Any claim, dues or outstanding upon the transferor shall be borne by the transferee upon such transfer.
- 34.3 The Authority shall charge 10% of the prevailing circle rate as per the Minimum Value Register of the plot, on a pro-rata basis for the remaining period of allotment, as transfer charges on every transfer of operational units. After payment of applicable transfer fee, it shall be deemed that the transferor or allottee has no remaining leasehold rights in perpetuity, and after purchasing the leasehold right, the purchaser-transferee shall have the same position as an allottee of BIADA. In case of non-operational units as per Clause 31 of this Policy which are yet to be cancelled, transfer shall not be allowed.
- 34.4 If the shareholding of a proprietorship or partnership firm or private limited company of the allottee is altered within family members having direct blood relationship, including wife, husband and vice versa, such change shall be construed as Family Transfer of Shareholdings. No transfer fee shall be chargeable for such change.
- 34.5 In case of death of any shareholder, proprietor, partner or director of a firm, the laws of inheritance shall be applicable.
- 34.6 In case of transfer of ownership of a proprietorship firm or majority of shares (50% or above) or majority of shareholding or equity in a private limited company duly approved by the Board of Directors, or on appointment of a managing partner in case of a



partnership firm or LLP having 50% and above share in the capital, BIADA shall treat it as a case of transfer. Transfer fee shall be chargeable as per Schedule II.

34.7 The acquisition of a company, takeover of shares of 50% and above shareholding by the holder or sister or parent company, amalgamation or merger of a company whereby the shares or equity of the allotted company are transferred, shall be deemed as a case of transfer. Transfer fee shall be chargeable as per Schedule II.

34.8 In any other case of induction, transfer or otherwise affecting the constitution, management and control of a proprietorship firm, partnership firm or company not covered by the above conditions, BIADA shall charge transfer fee as per Schedule II.

34.9 All changes in the proprietorship firm, partnership firm, company etc. in respect of their constitution, formation, partnership deeds etc. shall be intimated to BIADA.

34.10 If the land is transferred for the erstwhile product, the transferee unit shall be obligated to start commercial production or operations within the time given under Clause 26. In case of land transferred for any other product, new added product or service, the transferee unit shall be obligated to start commercial production or operations as per the time given under Clause 26.

34.11 The transferor and transferee shall be obligated to submit an undertaking in the form of a notarized affidavit in the prescribed format available on the BIADA Portal. The transferee is required to submit a detailed project report and documents mentioned under Clause 11 for completion of the transfer procedure, failing which the transfer shall be deemed incomplete.

34.12 Once transfer is approved by BIADA, all the rights and liabilities with respect to the industrial plot or unit shall pass to the transferee.

34.13 In case of any transfer of unit as defined under this Clause done without prior approval of BIADA, necessary action for recovery of transfer fee shall be made by the Authority.

### **35. Part Transfer of Plot**

35.1 The allottee may part-transfer its plot to another entity subject to payment of transfer fee as per Schedule II. The transfer fee shall be levied on the area of the plot to be transferred, and all applicable provisions of transfer shall apply. The term of part transfer shall be the remaining period of allotment.



- 35.2 The transferor shall ensure the necessary changes in the original lease deed and NOC from the financial institution in case of existence of mortgage. The purported part transfer shall ensure that the project enshrined in the DPR and layout plan submitted by the allottee is not curtailed, and in this regard the decision of the Authority on part transfer of plot shall be final.

### **36. Auction Purchase**

- 36.1 To facilitate the release of stressed and non-operational industrial land that has become encumbered on account of financial distress of the original allottee and within the purview of Ease of Doing Business, BIADA seeks to encourage auction purchasers to acquire, revive and operationalize such stressed units, thereby ensuring that allotted industrial land is put to productive use, employment is generated, and the industrial ecosystem of the State is strengthened.
- 36.2 In such circumstances of purchase of leasehold rights of an existing unit by virtue of auction sale through bank, financial institution, NCLT, DRT, High Court, IBBI, Supreme Court or similar process, the auction purchaser is required to pay one time transfer fee at the rate of 1% of MVR for the transfer of remaining lease hold period of allotment.
- 36.3 The auction purchaser is required to pay the one-time transfer fee, submit a DPR and documents mentioned under Clause 11 within 6 months of the auction purchase of the plot for completion of the transfer procedure. The calculation of transfer fee shall take into account the remaining period of the lease from the date of sale of leasehold rights to the auction purchaser.
- 36.4 Auction purchasers shall be exempted from payment of change or addition of product or service fee as mentioned under Schedule II of this Policy.

### **37. Conversion of Leasehold Right to Freehold Right**

- 37.1 Where any allottee having leasehold rights granted by BIADA intends to convert the same into freehold rights of industrial land, meaning thereby enjoying the lease in perpetuity on industrial land, the allottee shall submit an application to BIADA.
- 37.2 On receipt of such application, a committee constituted by and headed by the MD, BIADA shall examine the application for said conversion within the applicable



provisions as notified by the Government. The allottee shall be required to pay a one-time conversion fee as notified by the Government.

### **38. Change in Constitution of Industrial Units**

- 38.1 Change in constitution shall be intimated by the allottee along with applicable fee and shall be considered when an allottee seeks to modify its legal structure or constitution without effecting a change in ownership, management and control of the entity for which the plot was actually allotted.
- 38.2 The change in constitution shall not bring about a change in ownership rights, otherwise provisions of transfer shall be applicable. Ownership rights mean the original allottee or allottees should possess 50% or above shareholding of the company. Change in constitution within the same promoters or group of promoters having ownership and control over the prospective changed entity under the same management control shall be exempt from the change in constitution provision.
- 38.3 If the unit has applied for change in constitution before the unit has become operational, such change shall be allowed conditionally on depositing processing fee mentioned in Schedule II of this Policy.
- 38.4 When a Proprietorship Firm, Partnership Firm, Private Ltd. Co., Public Ltd. Co. or any other entity having a plot or unit allotted by BIADA wants to change its constitution in any of the following manners, the allottee(s), lessee(s) or transferee(s) shall move an application for "Change in Constitution" accompanied by the documents set out in Schedule V:
- a) Proprietorship Firm to Partnership Firm;
  - b) Partnership Firm to Proprietorship Firm;
  - c) Proprietorship Firm or Partnership Firm to Private Ltd. Co. or Public Ltd. Co.;
  - d) Private Ltd. Co. or Public Ltd. Co. to Partnership Firm or Proprietorship Firm;
  - e) Private Ltd. Co. to Public Ltd. Co. or vice versa; and
  - f) Among any other legal entities established under any Act, including consortium of applicants as defined under this Policy.



38.5 A certified copy of the dissolution deed, new partnership deed, along with an affidavit showing the relation among partners and other documents mentioned in Schedule V are required to be submitted along with a request to change the partner or partnership deed. In case of any new induction of partnership, majority shareholding i.e. 50% and above ought to remain with the original allottee(s). The aforesaid change of constitution shall be allowed after payment of processing fee mentioned in Schedule II of this Policy for any new induction of partnership up to 50%.

**38.6 Change in Shareholding:**

- a) Change in shareholding means change of shares from any existing shareholder(s) to any other shareholder(s) or person(s) within the same firm or company. For any change in shareholding except as mentioned in Clause 38.4, it shall be considered as change in shareholding.
- b) No fee shall be payable for any change in shareholding by a private limited company having an annual turnover exceeding INR 500 crores or having made an investment of at least INR 100 crores, or by a listed company or a public limited company.
- c) The self-certified documents required for intimating changes in partners or shareholdings within a Partnership Firm or Private Ltd. Company or Public Ltd. Company are set out in **Schedule V**.

**39. Merger, Amalgamation, De-Merger and Bifurcation of Plots**

- 39.1 The allottee shall not take any action for merger, amalgamation or acquisition by any entity without prior intimation to the Managing Director, BIADA. On application for such merger, BIADA, after considering the facts of each case and after realizing 1% of the prevailing circle rate, may grant permission for merger or amalgamation of the plots, provided that the allottee has not violated the original condition of land allotment.
- 39.2 The merger of plots shall be allowed only to the adjoining contiguous plots with the same allottee. For merger of plots, the unit is required to submit an application substantiating the reason for merger along with duly approved Board Resolution in case of a company, NOC from all partners in case of a partnership firm, and NOC from the proprietor(s) in case of a proprietorship, or NOC from its stakeholders in case of any other legal entity.





- 39.3 De-merger or bifurcation of plots on the adjoining contiguous plots with the same allottee may be granted by the Managing Director, BIADA after considering the facts of each case and realizing 1% of the prevailing circle rate, provided that such permission shall not impede the project for which allotment was made, the project enshrined in the DPR and layout plan submitted by the allottee is not curtailed, and the allottee has not violated the original condition of land allotment. The beneficiary is required to submit a detailed project report for both the plots and documents mentioned under Clause 11 for completion of the bifurcation procedure, failing which the bifurcation shall be deemed incomplete.
- 39.4 The lease deed shall be executed afresh after the purported amalgamation of the plots, and the effective lease period of the amalgamated plot shall be for a period equivalent to the least remaining period of the plots to be amalgamated.
- 39.5 The date of lease period in case of merger shall be determined with the period mentioned in the first allotment or transfer letter.
- 39.6 The allottee's application for merger, amalgamation, de-merger or bifurcation of plot shall be disposed of within 30 working days of receipt of application by BIADA, otherwise it shall be considered as auto-approved and treated as deemed approval under this Policy.

#### **40. Name Change**

- 40.1 On intimation of the application for name change along with self-certified valid documents, substantial cause and payment of processing fees mentioned in Schedule II of this Policy. The name of the firm or allottee shall be changed in BIADA records within 30 working days of receipt of a defect-free application, otherwise it shall be treated as deemed approval of BIADA.
- 40.2 For a Proprietorship Firm, change of name in the Certificate of Registration; for a partnership firm, revised partnership deed; and for a company, approval from ROC, is a pre-requisite for such approval, along with other requisite certification in case of other legal entities.
- 40.3 Other non-substantive changes such as correction of name or address shall be accorded by BIADA on receipt of intimation by the allottee without any fee.



#### **41. Mortgaging the Plot**

- 41.1 Permission for mortgage of the plot can only be granted after the execution of the lease deed and provided that the allotment is not cancelled or the term of allotment has not expired.
- 41.2 In the case of mortgaging the plot, the Authority shall be the first charge holder and the allottee shall make the due payments regularly from time to time to the Authority. Permission for mortgage shall be granted by the Managing Director and it shall be mentioned in the conditions of mortgage.

#### **42. No Objection Certificate**

- 42.1 The bank or financial institution which mortgages the leasehold or allotted land or any part thereof shall obtain a No Objection Certificate from BIADA prior to mortgaging the allotted or leasehold land.
- 42.2 In the event of sale of leasehold rights, the allottee shall obtain prior information about the dues including transfer fee. Sale of leasehold rights certificate under the Securitization Act, 2002 or any other law shall only be registered in the records of BIADA after the payment of dues of BIADA and payment of the transfer fee and other charges of BIADA.

#### **43. Change or Addition of Product or Service**

- 43.1 The allottee shall inform BIADA in case of any change and addition in the product or service category. If the product or service is not falling under the negative list of the Bihar Industrial Investment Promotion Policy (as amended), the allottee may start production or operations as per the terms of this Policy after intimation of change and addition in the product or service submitted to BIADA along with proof of submission of DPR, self-certified documents and an undertaking in the form of an affidavit to the effect that the change or addition of product or service is not in violation of the terms of allotment.
- 43.2 The allottee shall pay the fees as laid down in **Schedule II**.
- 43.3 If there is any unutilized land left with the unit which is not being utilized by the allottee, it shall be taken back by BIADA as per the provisions of Section 6(2)(c) of the Act.



#### **43A. Ancillary display and marketing use**

43A.1 The allottee may, subject to the terms of allotment, applicable zoning norms, building bye-laws and such conditions as may be specified by BIADA, utilize the allotted plot, shed, building or premises for product display, branding, customer interface, experience centre, demonstration area, marketing, sampling, training, conference, visitor facilitation and other incidental purposes connected with and supportive of the principal industrial or permitted service activity of the unit.

43A.2 The allottee shall not use, nor permit the use of, the allotted plot, shed, building or any part thereof for trading, retail trading, wholesale trading or any other activity in the nature of independent commercial trading in the allotted area, without the written approval of BIADA.

#### **Chapter VIII — Plug-and-Play Sheds and Built-Up Industrial Premises**

#### **44. Allotment of Plug-and-Play Sheds**

44.1 Plug-and-Play Sheds and Factory Sheds are being constructed in industrial areas to facilitate quick establishment of industries.

44.2 These sheds shall be allotted as per the mode and process mentioned in Chapter III of this Policy. Upon allotment, a leave and license agreement shall be entered into between BIADA and the allottee subject to fulfillment of conditions and payment of requisite fees.

44.3 The term of allotment of Plug-and-Play Shed shall be initially for 5 years, extended up to a term of 15 years. The term may further be extended based on the performance of the allottee.

44.4 The license shall be strictly for the purpose of being used for carrying out the permitted industrial activity. The licensee shall not be allowed to sub-let, underlet, assign or create any third-party right on the whole or any part of the premises. However, applicable provisions of this Policy shall be applicable on the licensee of the Plug-and-Play Sheds.

44.5 The monthly license fee for such leave and license shall be calculated and notified annually by BIADA. The licensee shall be liable to pay Maintenance Charge, Infrastructure Charge and other fees as may be notified by the Authority.

44.6 Security Deposit of 6 months shall be paid within 30 days of allotment as down payment by the allottee for Plug-and-Play Shed for taking possession of the shed.

- 44.7 In case of delayed payment of license fee, an interest of 12% of yearly license fee shall be charged upon the licensee.
- 44.8 In case of any default or any contravention of the allotment terms, the Authority shall terminate the leave and license agreement and forfeit the security deposit.
- 44.9 The licensee shall commence production or operations within 90 days from the date of possession. However, if there are sufficient reasons, the period may be extended up to 180 days by the Managing Director, BIADA.

#### Chapter IX — Exit, Part-Exit, Cancellation and Resumption

##### **45. Option to Exit**

- 45.1 Allottees shall have the option to exit the plots allotted to them at any point of time before the cancellation of the allotment, that means the allotment is currently valid and allotment/lease period has not been expired. The allottee may be given the facility for exit of allotment of land to BIADA during the cancellation proceeding initiated against the allottee.
- 45.2 The exit of plot shall be decided by a committee constituted by the Managing Director, BIADA from time to time depending upon the economic conditions and prevailing policies of the State Government. The committee constituted under this clause shall invariably be headed by the Managing Director, BIADA.
- 45.3 The allottee opting to exit the plot shall remove the movable assets within a time frame of 90 days from the date of approval, failing which all such assets shall be forfeited and no further claim shall be entertained.
- 45.4 Exit may be accepted by the Managing Director or an officer designated by the Managing Director within 30 days of the date of receiving the application.
- 45.5 After approval of exit by the Managing Director, balance amount shall be paid at the following rate mentioned below, effective from the current BIADA rate of that land (on the date of application for exit), after proportionate deduction of the lease/allotment period used by the allottee.



| Sl. No. | Non-Operational Period                                         | Payable Fees<br>(Effective BIADA<br>Land Rate) |
|---------|----------------------------------------------------------------|------------------------------------------------|
| 1.      | Non-operational for 1 to 3 years                               | 10%                                            |
| 2.      | Non-operational for more than 3 years<br>and less than 5 years | 15%                                            |
| 3.      | Non-operational for more than 5 years                          | 20%                                            |

45.6 Upon approval of exit of the allotted plot or shed by the competent authority, BIADA shall refund the eligible amount to the allottee in accordance with the following schedule, after deducting all outstanding dues, charges, and non-refundable amounts as prescribed under this Policy:

| Sl. No. | Time Period for Refund                                                                                                   | Refundable<br>Amount (in %) |
|---------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1.      | First Instalment within four months from the date of handing over of physical possession of the allotted land to BIADA.  | 40%                         |
| 2.      | Second Instalment within eight months from the date of handing over of physical possession of the allotted land to BIADA | 30%                         |
| 3.      | Third Instalment within twelve months from the date of handing over of physical possession of the allotted land to BIADA | 30%                         |

45.7 An allottee may apply for part exit of a portion of the allotted plot, subject to such portion being identifiable, demarcable and not integral to the implementation or functioning of the approved project on the retained portion, and BIADA may permit such part exit having regard to planning norms, access, utilities, environmental and safety

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requirements, viability of the retained unit and the provisions of the Act, whereupon the exited portion may be resumed by BIADA and refund, if any, shall be governed mutatis mutandis by Clause 45.6.

#### **46. Grounds for Cancellation**

46.1 BIADA may cancel allotment or lease in the following circumstances, among others in accordance with Section 6(2) of the Act:

- a) failure to take necessary effective steps within the fixed period as per project milestones to establish the industry;
- b) non-payment of dues, rent or charges within time;
- c) manufacture of unregistered product or unauthorized operations;
- d) construction contrary to the approved plan;
- e) engagement in activity injurious or prohibited to industries;
- f) breach of allotment terms and policy;

46.2 Notwithstanding anything mentioned above, the Managing Director of BIADA or designated officer may cancel the land or shed allotment on violation of terms of allotment, of BIADA in terms of Section 6(2)(a) or 6(2)(c) of the Act and allied provisions. As a consequence of cancellation of allotment, the possession shall be resumed and deposited amount shall be forfeited.

#### **47. Cancellation Procedure**

47.1 Before the cancellation of allotment of land or shed under Section 6(2)(a) or Section 6(2)(c) of the Act, a show cause notice in writing shall be given with due adherence to the principles of natural justice and an opportunity of hearing shall be given.

47.2 The cancellation order shall record reasons for cancellation of allotment of land or shed.

#### **48. Resumption of Possession by Authority**

48.1 The Authority shall resume possession of land or shed under Section 6(2)(b) of the Act immediately after passing of the order of cancellation of allotment of land as per the procedure prescribed.



- 48.2 After cancellation of allotment, the Cluster In-charge (DGM, ID) or designated officer shall duly serve a notice upon the allottee, allowing a period of two weeks for voluntary exit of possession of the cancelled plot/shed. The notice shall be delivered to the allottee or representative of the allottee at the registered address of the unit through registered post and electronic means such as email. In the event that the allottee or representative is not present at the unit, and diligent efforts to serve the notice have been made, it shall be affixed to a conspicuous part of the unit's boundary or at the primary entrance gate, in the presence of two witnesses, which shall be deemed as valid service of notice. A proof of service of such notice shall be preserved in official records at the cluster office.
- 48.3 On the designated date and time, the duly authorized officer, Manager, Area Manager or Assistant Area Manager shall effectuate the process of possession resumption for the unit's land and shed, if applicable, in the presence of the allottee, should they choose to be present.
- 48.4 Comprehensive visual documentation, both internally and externally, shall be made capturing conclusive photographic evidence substantiating the handover of possession for future reference.
- 48.5 An inventory list shall be prepared, providing comprehensive details of the unit's existing physical condition and layout at the time of resumption of possession, encompassing all pertinent elements including but not limited to any constructions or structures such as buildings or sheds, presence of machinery or equipment, raw materials, and any other relevant articles over the land.
- 48.6 A copy of the inventory list shall be furnished to the allottee, should they be present during the process.
- 48.7 If, at the time of resumption of possession, the unit is locked and the allottee is not present, the Authority shall take constructive possession over the land by putting a lock of BIADA and affixing a notice to that effect on any conspicuous part of the boundary of the unit or at the main entrance gate. A formal certificate, denoting the takeover of possession and including the inventory to the extent practicable, shall be prepared and forwarded to the allottee, along with a request to promptly remove the lock, failing which shall necessitate the removal of the lock by the Magistrate, as per prevailing legal procedures.





- 48.8 In case of any resistance or obstruction encountered by the allottee during the possession resumption process, appropriate assistance shall be sought through the involvement of the District or Police Administration, ensuring the maintenance of law and order.
- 48.9 The signatures of two witnesses, preferably independent, shall be procured on the possession documents and inventory list. In the event that independent witnesses are not available, the signatures of BIADA personnel present at the site shall be duly obtained, accompanied by a declaration stating the unavailability of independent witnesses during the inventory and possession resumption process.
- 48.10A copy of the possession letter, inventory list, and accompanying photographs shall be expeditiously transmitted via letter or email to the Executive Director (I.D.) and the allottee concerned within three days.
- 48.11Following the successful possession resumption of the plot or shed, the allottee shall be granted a grace period of 30 days to remove their plants and machinery and any other relevant articles, failing which auction proceedings for the aforementioned assets shall be initiated.
- 48.12Where any auction has been taken against such plant and machinery and other relevant articles, all costs, charges and expenses which, in the opinion of the Authority, have been incurred by the Authority or any expenses incidental thereto, shall be recoverable from the proceeds of auction, to be held by the Authority in trust, to be applied firstly in payment of such costs, charges and expenses and secondly in discharge of the dues of BIADA, and the residue of the money so received shall be paid to the allottee entitled thereto in accordance with their rights and interests.
- 48.13After taking over of possession of cancelled land or shed, the same shall not be advertised as vacant plot within the prescribed period for appeal as provided under Section 6(2)(a) of the Act.
- 48.14If no appeal has been filed within the prescribed period for appeal as provided under Section 6(2)(a) of the Act, the land shall be advertised as vacant land by BIADA.





## Chapter X — Appeal, Monitoring and Miscellaneous

### **49. Appeal**

- 49.1 Appeal under this Policy shall lie with the Appellate Authority as specified under Section 6(2) of the Act.
- 49.2 The appellate forum, period and procedure shall be as per the statutory provisions of the Act.

### **50. Policy Monitoring and Review**

- 50.1 The implementation of this Policy shall be reviewed from time to time by the Authority, and necessary facilitation and course correction shall be undertaken as found necessary to achieve the objectives of this Policy.
- 50.2 BIADA may issue clarifications, circulars, SOPs, portal formats, operational guidelines and rate notifications for implementation of this Policy.
- 50.3 The State Government or BIADA may review this Policy periodically to remove difficulties, simplify procedures and improve investor facilitation, subject always to the Act.

### **51. Savings and Repeal**

- 51.1 On and from the date of notification of this Policy, all existing policy(s) including BIADA Land Allotment and Management Policy, 2026 shall stand repealed.
- 51.2 Notwithstanding such repeal:
- a) actions taken, allotments made, notices issued, proceedings initiated, lease deeds executed and decisions taken under the previous policy shall, insofar as they are not inconsistent with this Policy or the Act, be deemed to have been validly taken and may continue accordingly;
  - b) existing rights and liabilities accrued under executed instruments shall not be affected except to the extent expressly provided in this Policy or required by law; and
  - c) pending applications and proceedings may be dealt with under this Policy from the date of notification unless BIADA directs otherwise for recorded reasons.



## **52. Overriding Provision**

52.1 In case of any inconsistency between this Policy and any executive orders issued by BIADA, this Policy shall prevail.

52.2 In case of any inconsistency between this Policy and the Act, the Act shall prevail.

## **53. Removal of Difficulties**

53.1 If any difficulty arises in giving effect to the provisions of this Policy, BIADA may, with approval of the competent authority where required, issue clarifications or directions consistent with the Act and this Policy.

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### **Schedule I — Standard Document Checklist for Allotment Application**

The following documents shall be required for submitting an online application for the purpose of allotment of land:

1. Detailed Project Report (DPR) including:
  - a) technical know-how;
  - b) nature of industry or production, including export orientation;
  - c) investment size — CAPEX and OPEX;
  - d) FSI consumption;
  - e) employment generation;
  - f) power requirement;
  - g) water requirement;
  - h) projected cash flow statements; and
  - i) implementation schedule.
2. Self-declaration, if the investor is a Proprietor.
3. Partnership Deed with Registration proof or Notarized Affidavit, if the applicant is a Partnership Firm.
4. Certificate of Incorporation from the Registrar of Companies, MoA and AoA, if the applicant is a Pvt. Ltd., Public Ltd., LLP company or any other legal entity under the Companies Act.
5. Self-declaration if the applicant is a Promoter of the proposed Pvt. Ltd., Public Ltd., LLP Co. or any other legal entity under the Companies Act.
6. Registration Certificate from the Registrar of Co-operative Societies, if the applicant is a Co-operative Society.
7. Authorization letter in case of Company or Partnership Firm.



8. MSME Registration of SME and Startups.
9. Memorandum of Association and Articles of Association with current shareholding pattern.
10. Aadhaar Card, PAN Card, Photograph of Directors, Proprietors or Partners as applicable.
11. Required quantity of water.
12. 3 years Financial Certificate or Balance Sheet duly verified by CA or CS (if applicable).
13. Required Electricity Demand.
14. Layout Plan.
15. Industrial Background and Experience.
16. Financial Capacity.
17. Undertaking by the applicant to register a separate and exclusive GSTIN if above the taxable threshold for the allotted unit.
18. Any other document as may be prescribed by BIADA or called for by the PCC or Scrutiny Committee.



## Schedule II — Schedule of Fees and Charges

### Part A

#### 1. Application Processing Fee

| Sl. No. | Plot Size                                | Processing Fee (in INR) |
|---------|------------------------------------------|-------------------------|
| 1.      | Upto 1 acre                              | Rs. 5,000/-             |
| 2.      | More than 1 acre to less than 5 acres    | Rs. 10,000/-            |
| 3.      | More than 5 acres to less than 10 acres  | Rs. 25,000/-            |
| 4.      | More than 10 acres to less than 20 acres | Rs. 50,000/-            |
| 5.      | Above 20 acres                           | Rs. 1,00,000/-          |

#### 2. Earnest Money Deposit

| Sl. No. | Category                     | EMD Rate                 |
|---------|------------------------------|--------------------------|
| 1.      | Micro and Small units        | 2% of Land Lease Premium |
| 2.      | Medium and Large units       | 5% of Land Lease Premium |
| 3.      | Startups registered in Bihar | Exempted                 |

3. Land Allotment Fee shall be decided by the Authority for using the land/property developed by BIADA in the form of one time charge.
4. **Maintenance Charges (Annual)** shall be levied yearly at the rate notified by BIADA from time to time on size of allotted land.

### Part B (Other Service Charges)

#### 1. Transfer Charges

10% of the prevailing circle rate as per the Minimum Value Register of the plot, on a pro-rata basis for the remaining period of allotment.

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## 2. Name Change Fee of Allottee

| Sl. No. | Category               | Fee          |
|---------|------------------------|--------------|
| 1.      | Micro and Small units  | Rs. 5,000/-  |
| 2.      | Medium and Large units | Rs. 10,000/- |

## 3. Change or Addition of Product or Service Fee

| Sl. No. | Nature of Change                                                  | Fee                                     |
|---------|-------------------------------------------------------------------|-----------------------------------------|
| 1.      | Manufacturing to Service industry                                 | 2% of prevailing circle rate as per MVR |
| 2.      | One service industry to another service industry                  | 1% of prevailing circle rate as per MVR |
| 3.      | Change or addition within manufacturing sector — Micro and Small  | Rs. 5,000/-                             |
| 4.      | Change or addition within manufacturing sector — Medium and Large | Rs. 20,000/-                            |

## 4. Merger, Amalgamation, De-Merger or Bifurcation Fee

1% of prevailing circle rate/MVR of actionable area.

## 5. Sub-Lease Fee

1% of BIADA Land Lease Premium of Sub-Leased Area.

## 6. Change in Constitution Fee (Pre-Operational Unit)

Processing Fee of Rs. 5,000/-.

## 7. Induction of Partner in Partnership Deed/Shareholder in Company, unless exempted

Processing Fee of Rs. 5,000/-.



#### 8. Conversion to Freehold

As notified by the Government from time to time.

*Note: All fees are exclusive of applicable taxes. MD BLADA may revise/amend the fee schedule by notification from time to time without requiring amendment of this Policy.*

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### **Schedule III — Matters Eligible for Self-Certification**

The following matters shall be eligible for self-certification under this Policy, subject to the conditions and consequences specified in Clause 23:

1. Annual progress reports on project implementation.
2. Annual operational compliance submissions, including electricity bills, GST returns, invoices, EPFO/ESIC challans, CA-certified turnover, ITR and financial statements.
3. Declaration of commencement of commercial production, supported by relevant documents.
4. Non-substantive corrections of name, address or typographical errors in BIADA records.
5. Change or addition of product/service not falling under negative list of prevailing industrial policy.
6. Intimation of sub-lease for permitted use, accompanied by undertaking and project profile.
7. Change in constitution within the same promoter group retaining management and control, where no transfer of ownership or control beyond prescribed thresholds is involved.
8. Intimation of internal shareholding changes below the threshold triggering transfer provisions, within the same firm or company.
9. GSTIN compliance declaration.
10. Declaration of seasonal unit status.
11. Such other matters as BIADA may notify from time to time.

*Conditions applicable to all self-certifications:*

- a) Self-certification shall be submitted through the Portal in the prescribed format.
- b) Supporting documents shall be uploaded along with the self-certification.
- c) BIADA may conduct, inspections.



#### **Schedule IV — Matters Eligible for Deemed Approval**

The following post-allotment matters shall be eligible for deemed approval under this Policy, subject to the conditions specified in Clause 24:

1. Merger, amalgamation, de-merger or bifurcation of plots, where application is complete and fee is paid.
2. Change or addition of product or service where not involving prohibited, restricted or sensitive category, and where fee and DPR are submitted.
3. Sub-lease intimation in permitted categories, where undertaking and project profile are submitted.
4. Such other post-allotment requests as BIADA may notify from time to time.

*Conditions applicable to all deemed approvals:*

- a) The application shall be defect-free, with requisite fee and undertaking submitted.
- b) Deemed approval shall be treated as granted on expiry of 30 working days from receipt of complete application, unless disposed of earlier.
- c) Deemed approval shall not apply to matters listed in Clause 24.4.
- d) Deemed approval shall be subject to compliance with the Act, zoning norms, environmental and statutory clearances, and truthfulness of declarations.





5. Notarized affidavit duly sworn and attested regarding the relationship of the shareholders with the allottee(s).
6. In case of a Public Ltd. Co., certified copy of the Certificate of Commencement of Business issued by the Registrar of Companies of the respective State.
7. Only in case of change in majority shareholding or equity shall Clause 38 be invoked.

**Part D — Change in Constitution from Private Ltd. Co. or Public Ltd. Co. to Partnership Firm or LLP**

1. Certified copy of the Partnership Deed.
2. Form B regarding registration of firm or any other document to this effect issued by the Registrar.
3. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of Firms of the respective State.
4. Notarized affidavit stating the relationship of the incoming partners with the allottee.
5. Duly certified Resolution of Board of Directors regarding change from Pvt. Ltd. or Public Ltd. Company to partnership firm or LLP, handing over the industrial property by the Company to the LLP or the Partnership Firm.
6. Resolution in favour of the person authorized by the Board of Directors of the Company to handover the possession.
7. Duly certified Resolution of Board of Directors regarding transfer of assets and liability of the company in favour of the partnership firm.

**Part E — Change in Constitution from Private Ltd. Co. to Public Ltd. Co. or vice versa**

1. Certified copies of the Memorandum and Articles of Association of both the Companies.
2. Certified copies of Certificate of Incorporation of both the Companies issued by the Registrar of Companies of the respective State.
3. Certified lists of Board of Directors and certified list of shareholders of both the Companies showing number of shares and their value along with their addresses.

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**Schedule V — Documents Required for Change in Constitution**

**Part A — Change in Constitution from Proprietorship Firm to Partnership Firm**

1. Certified copy of the Partnership Deed.
2. Form B regarding registration of firm or any other document to this effect issued by the Registrar.
3. Form 'A' showing statement regarding name of Partners, or any other document to this effect issued by the Registrar of Firms of the respective State.
4. Notarized affidavit stating the relationship of the incoming partners with the allottee.

**Part B — Change in Constitution from Partnership to Proprietorship Firm**

1. Certified copy of the Dissolution Deed.
2. Notarized affidavit stating the severability of the outgoing partners with the remnant allottee.
3. MSME Certification or GST Registration Certificate of newly constituted entity.
4. Affidavit of the prospective Proprietor regarding liability on all the assets and defaults of the outgoing partnership firm.

**Part C — Change in Constitution from Proprietorship Firm or Partnership Firm to Private Ltd. Co. or Public Ltd. Co.**

1. Certified copy of the Memorandum and Articles of Association approved by Registrar of Companies of the respective State.
2. Certified copy of Certificate of Incorporation issued by the Registrar of Companies of the respective State.
3. Certified list of Board of Directors and certified list of shareholders showing number of shares and their value along with their addresses.
4. Duly certified Resolution of Board of Directors regarding taking over the industrial property by the Company from the Proprietorship Firm or the Partnership Firm, and the resolution in favour of the person authorized by the Board of Directors of the Company to correspond with BLADA.

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4. Duly certified Resolutions of the Board of Directors of both the Companies regarding handing over or taking over the allotted property by the Company and regarding the person authorized by the respective Board of Directors of the Company to correspond with the Authority.
5. Notarized Affidavit duly sworn and attested regarding the relationship of the shareholders with the Allottee.

**Part F — Change in Constitution among any other Legal Entities or Consortium**

1. Certified copy of Certificate of Incorporation or Registration issued by the concerned authority.
2. Notarized Affidavit duly sworn and attested regarding the relationship of the shareholders with the Allottee.
3. Duly certified Resolutions of the Board of Directors, members of trust or cooperative societies.
4. Certified copies of the Memorandum and Articles of Association.
5. Any other relevant documents applicable on the legal entity.

**Part G — Documents for Change in Shareholding within a Partnership Firm**

1. Dissolution deed, New Partnership deed, Retirement-cum-Partnership deed of the Partnership Firm issued by the Registrar of Firms of the respective State.
2. Form 'C' and Form 'A' issued by the Registrar of Firm or any other document to this effect issued by the Registrar of Firms of the respective State.
3. Notarized affidavit stating the relationship of the incoming partners with the allottee(s) or transferee(s).

**Part H — Documents for Change in Shareholding within a Private Ltd. Company or Public Ltd. Company**

1. Certified list of the shareholder with their respective shareholding, duly certified by the Chartered Accountant.



2. List of Directors duly certified by the Chartered Accountant, along with Form 32 duly receipted by the Registrar of Companies of the respective State.
3. Board Resolution duly certified by the Chairman of the Board Meeting or Chartered Accountant.



## **Schedule VI — Restricted and Prohibited Activities**

### **Part A — Activities Restricted to Designated Zones**

The following categories of industries shall be allotted plots only in industrial areas or zones specifically designated for such industries, subject to clearance from the Bihar State Pollution Control Board and compliance with applicable environmental norms:

1. Red Category industries as classified by the Central Pollution Control Board.
2. Orange Category industries as classified by the Central Pollution Control Board.

For Red and Orange Category industries, the allottee shall:

- a) maintain setback areas as defined;
- b) comply with green area norms;
- c) establish detailed planning and environmental guidelines; and
- d) incorporate mitigation, impact reduction and compensatory mechanisms to minimise adverse impacts on adjacent land uses and sensitive surroundings.

### **Part B — Activities Not Eligible for Allotment in Industrial Areas**

The activities shall not be eligible for allotment of land/shed in industrial areas if it is falling under the negative list of prevailing industrial policy including other prohibited activities as may be notified by Government from time to time

*Note: BLADA may, by notification, add to, modify or remove entries from this Schedule in accordance with applicable law and industrial policy.*



**Schedule VII – Allotment Letter for Plot (Draft)**

**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 to \_\_\_\_\_ Unit Name \_\_\_\_\_ in  
Industrial Area \_\_\_\_\_

**Ref:** Your application No. \_\_\_\_\_ dated \_\_\_\_\_

Sir/Madam,

Upon the recommendation of the PCC dated \_\_\_\_\_ it is to hereby inform you that Unit Name \_\_\_\_\_ admeasuring \_\_\_\_\_ on plot no. \_\_\_\_\_ in Industrial Area \_\_\_\_\_ of \_\_\_\_\_ cluster for establishment of \_\_\_\_\_ (Product/Service Name) is being allotted to you on the lease of \_\_\_\_\_ years on “as is where is basis” unless specified.

It is hereby agreed that:

1. The Allottee shall abide by the terms and conditions as laid down under Clause 17 of the BIADA Land Allotment and Management Policy, 2026 (Revised), 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 Land Allotment Fees and other applicable charges as per the **Annexure-2** of this allotment letter.



3. The conditions of time frame for Initiation of Commercial Production/Operations 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: \_\_\_\_\_

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





**Annexure:1**

(Under Clause 18 of the BIADA Land Allotment and Management Policy, 2026 (Revised)

(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:**

1. The Allottee shall have to pay Land Allotment Fees and other applicable charges.
2. 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.
3. 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.
4. 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.
5. The allottee shall indemnify BIADA against all claims, losses, damages, 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.
6. 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 installments and other charges within the stipulated time an 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).
7. 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.
8. 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 20 of Land Allotment and Management Policy (Revised), 2026.
  9. 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.
  10. 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.
  11. The applicant may register to SIPB (State Investment Promotion Board) through Single Window Clearance Portal ([www.swc2.bihar.gov.in](http://www.swc2.bihar.gov.in)) for stage I clearance and other necessary clearances from other concerned departments as per SIPB, Industry department guidelines.
  12. 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.
  13. Land will be allotted on As-Is and where-Is basis unless specified and no further claim will be entertained against it.
  14. 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.
  15. 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.
  16. 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.



17. 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.
18. 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
  - b) standing thereon; and/or
  - c) Forfeit amount that may have been deposited with BIADA; and/or
  - d) Initiate such other action permitted under the law.
19. 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.
20. 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.
21. 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. : |
| Infrastructure Development Charge per Sq. ft. | Land Allotment Fees              |
| Industry Category                             | EMD Amount:                      |

### 2. BIADA Online Payment Portal:

<https://biadacollect.com/Register.aspx>

### 3. Upfront Payment Structure:

| <b>Upfront Payment Structure</b><br>(Upfront Payment to be made within one month from the date of allotment) |                                          |                        |                           |                                          |                          |                               |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------|---------------------------|------------------------------------------|--------------------------|-------------------------------|
| <b>Land Lease Premium</b>                                                                                    | <b>Infrastructure Development Charge</b> | <b>Land Lease levy</b> | <b>Maintenance Charge</b> | <b>Demarcation and Survey Map Charge</b> | <b>Any Other Charges</b> | <b>Total Upfront Payment*</b> |
| 1                                                                                                            | 2                                        | 3                      | 4                         | 5                                        | 6                        | 7                             |
|                                                                                                              |                                          |                        |                           |                                          |                          |                               |
| * EMD (If any) will get adjusted from "Total Upfront Payment" amount.                                        |                                          |                        |                           |                                          |                          |                               |
| ** The above payments are subject to applicable taxes.                                                       |                                          |                        |                           |                                          |                          |                               |

### 4. Annual Payment Schedule:

| <b>Annual Payment Schedule</b> |                               |                           |                                  |                             |
|--------------------------------|-------------------------------|---------------------------|----------------------------------|-----------------------------|
| <b>Land Lease levy</b>         | <b>GST on Land Lease Levy</b> | <b>Maintenance Charge</b> | <b>GST on Maintenance Charge</b> | <b>Total annual Payment</b> |

|   |   |   |   |   |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
|   |   |   |   |   |

5. Half-Yearly Installment Schedule (From Date of Allotment):

| 1 <sup>st</sup> Installment |               |       | 2 <sup>nd</sup> Installment  |               |       |
|-----------------------------|---------------|-------|------------------------------|---------------|-------|
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 3 <sup>rd</sup> Installment |               |       | 4 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 5 <sup>th</sup> Installment |               |       | 6 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 7 <sup>th</sup> Installment |               |       | 8 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 9 <sup>th</sup> Installment |               |       | 10 <sup>th</sup> Installment |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |

6. Maintenance Charges Schedule: It is chargeable yearly at the rate notified by BIADA from time to time on a per sq feet basis of allotted area hence it is Rs. \_\_\_\_\_ per sq feet and in total Rs \_\_\_\_\_ per year.
7. 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.

*[Signature]*

*[Signature]*

- **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.



DGM-Finance  
BIADA, Patna



**Annexure 3A-Timelimit 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.

| Sl. No. | Industry Category | Timeline for Commercial Production/Operations |
|---------|-------------------|-----------------------------------------------|
| 1.      | Micro             | 18 months                                     |
| 2.      | Small             | 24 months                                     |
| 3.      | Medium            | 30 months                                     |
| 4.      | Large             | 36 months                                     |

*P. K. S.*

*18*

**Annexure3B: Terms and Conditions non-adherence of the activity and the time frame**

**Apart from the terms and conditions mentioned above, conditions which shall invite cancellation of the allotment of land/shed and leased deed, if any, are as follows: -**

1. 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.
2. Non-adherence of the schedule of activity and the time frame given below.
3. 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 (Revised).
4. If all dues, rent, charges of the authority have not been paid within time.
5. If any construction contrary to the application has been carried.
6. If any activity injurious to industries has been engaged into.
7. Using the plot for any purpose other than the purpose approved by BIADA.
8. Change in the shareholding of entity without intimation of BIADA.
9. Sub-lease of the plot except the cases where and to the extent of sublease, permitted by BIADA.
10. Non-payment of dues as per timeline specified in BIADA Land Allotment and Management Policy, 2026.





**Annexure-4(Self-Declaration)**

I, \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_, proprietor/partner/director of M/s \_\_\_\_\_ 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 \_\_\_\_\_
2. I agree to abide by all the Terms and Conditions, as mentioned therein.
3. 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 Allottee:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Pran*

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**Schedule VIII – Allotment Letter for Plug and Play (Draft)**

**Allotment Letter**

Ref.: \_\_\_\_\_/

Date :-

From,

**Deputy General Manager, I/c Land Allotment**

BIADA, Patna.

To,

M/s \_\_\_\_\_

Director:

Address:

Contact No:

Email ID:

**Subject: Regarding Plug & Play shed allotment to M/s. \_\_\_\_\_ in Industrial Area \_\_\_\_\_**

**Ref: Your application no: \_\_\_\_\_ Dated: \_\_\_\_\_**

Sir/Madam,

Upon the recommendation of the PCC dated \_\_\_\_\_. It is hereby to inform that M/s \_\_\_\_\_ has been allotted \_\_\_\_\_ sqft. on shed no \_\_\_\_\_ in Industrial Area, \_\_\_\_\_ of \_\_\_\_\_ cluster for establishment of Product/Service 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,

Sd/-

**Deputy General Manager, I/c Land Allotment**

BIADA, Patna

Memo No. \_\_\_\_\_

Date: \_\_\_\_\_

**Copy to:**

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

**Deputy General Manager, I/c Land Allotment**

BIADA, Patna

*P. K. M.*

*A*

**Schedule IX – No-objection Certificate (Draft)**

Letter No: -

Date:-

From,  
Deputy General Manager,  
BIADA,

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject- Regarding creation of mortgage on leased property M/s. \_\_\_\_\_**

Reference: Your Letter bearing Ref No: \_\_\_\_\_ Dated \_\_\_\_\_

Dear Sir,

1. In reference to your letter dated \_\_\_\_\_, we would like to inform you that Plot No. \_\_\_\_\_ admeasuring an area of \_\_\_\_\_ Sq. Ft., has transferred/allotted vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_ in favour M/s. \_\_\_\_\_
2. In this regard, you have intimated about the credit facility against the property of \_\_\_\_\_ Plot No. \_\_\_\_\_.
3. In view of the letters and facts stated herein before, we have recorded the details of creation of mortgage in the form of \_\_\_\_\_ on the lease property M/s. \_\_\_\_\_ in favour of your Bank/Mortgagor.
4. In this regard, kindly note that in the event of sale of leasehold rights allottee shall obtain prior information about the dues including a transfer fee of 10% of the prevailing Circle rate to be paid on pro rata basis for the remaining lease hold period to BIADA. Sale of leasehold rights certificate under the SARFAESI Act, 2002 or any other law shall only be issued after payment of all dues of the BIADA, payment of transfer fee and other charges of BIADA. BIADA shall have first charge over the leasehold allotted land. BIADA will have first right to buy the mortgaged assets including legal rights if the unit goes under sale.





5. The bank or financial institution shall not, under any circumstances, keep the mortgaged leasehold land in abeyance, lock it in for an indefinite or indeterminate period, or allow the land to remain idle, unproductive or without any active industrial use after becoming non-performing assets for reasonable period from the date of taking possession of the leasehold rights.
6. Notwithstanding above, the Bihar Industrial Area Development Authority may take necessary action as prescribed under the provisions laid down in BIADA Act 1974, as amended up to date. Based on above facts we have no objection in permitting the aforesaid finance in favour of your Bank, the BIADA allotted land till such emphasized interest is addressed to in our favour.

This is for your information and needful.

Sincerely,

**Deputy General Manager, I.D.**

\_\_\_\_\_ **Cluster, BIADA**

*Pitish*

*a*

**Schedule X – Leave and License Agreement (Draft)**

Rs. 1000/-

Stamp Paper

THIS AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_.

Between

BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY (BIADA) constituted under the provisions of Bihar Industrial Area Development Authority Act, 1974, represented through \_\_\_\_\_, 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.

WHEREAS

- 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 have agreed on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETHas follows:

A



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 Sq. ft. 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: -
  - 1<sup>st</sup> Year to 5<sup>th</sup> Year - Rs. \_\_\_\_\_/- per month/Sq. ft.
  - 6<sup>th</sup> Year to 10<sup>th</sup> Year - Rs. \_\_\_\_\_/- per month/per Sq. ft.
  - 11<sup>th</sup> Year to 15<sup>th</sup> Year- Rs. \_\_\_\_\_/- per month/per Sq. ft.

*The GST will be charged as per the 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.
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 (Revised) 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, an 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 from 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 (Revised) 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, behalf of BIADA in the presence of:

**SIGNED AND DELIVERED** by the \_\_\_\_\_ Within named Licensee \_\_\_\_\_

**Witnesses:**

\_\_\_\_\_  
\_\_\_\_\_

*Pitara*

*12*

**Schedule X-A – Lease Deed (Draft)**

This INDENTURE is made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between the Bihar Industrial Area Development Authority, Patna, a statutory authority established by the Bihar Industrial Area Development Authority Act 1974 (“**BIADA Act**”) (hereinafter called “**the Lessor**” which expression shall unless repugnant to the context hereof shall mean and include its authorities created under the BIADA Act, its successors, transferees, assignees and nominees of the first part represented through the D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster.

AND

\_\_\_\_\_ incorporated under the provisions of the \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ through, its’ authorized \_\_\_\_\_ (hereinafter called “**the Lessee**”) which expression shall unless repugnant to the context hereof shall mean and include its’ Proprietor/Managing partner/Partners/Managing director/Directors/Managers, successors, transferees, nominees and assignees of the second part.

Whereas, the lessor is engaged in development of Industrial growth in the state of Bihar by providing land in an Industrial area declared under the BIADA ACT and the regulation framed thereunder to a willing entrepreneur;

And whereas, the Lessee expressed his/it’s; desire to establish an industrial unit or otherwise utilize a piece of land in the Industrial Area \_\_\_\_\_ for purpose of setting up a \_\_\_\_\_ as per plan submitted with the application submitted by the Lessee;

And whereas, the application of the Lessee was duly considered by the committee constituted for this purpose and it was decided to transfer Plot No. \_\_\_\_\_ measuring Area \_\_\_\_\_ in Industrial Area \_\_\_\_\_;

And whereas, a Transfer letter *vide* reference \_\_\_\_\_ dated \_\_\_\_\_ was issued to the lessee on certain terms and conditions contained thereunder;





And whereas, the Lessee has agreed to the same and upon payment of the money/instalment and submission of the requirements, the lessee was put in possession of the transferred land on \_\_\_\_\_;

And whereas, the Lessee has complied with the essential terms and conditions of the allotment letter for purpose of execution of a lease deed as agreed in the allotment letter.

**This deed of Lease witnesseth the following terms and conditions:**

**1. Cost & Maintenance Charges, etc.:**

- a. That the total transfer charge of the transferred land is provisionally fixed at Rs. \_\_\_\_\_ only.
  - b. The estimated maintenance charge towards maintenance facilities has been calculated at Rs. \_\_\_\_\_.
2. The lessee has paid first installment of Rs. \_\_\_\_\_ equal to \_\_\_\_\_% of the provisionally fixed land cost and has deposited one post-dated cheque of the balance amount of rest one installment

OR

The Lessor has paid the total provisional cost of land and hence the provisions regarding installment payments and interest thereon contained in clause \_\_\_\_\_ shall not apply.

3. The Lessee has paid the GST as applicable today and has agreed to pay the difference or shortfall if any in GST as and when intimated to him.
4. The balance amount carries interest @ 9% per annum that the Lessee shall pay the all installments together with the interest accrued thereon at timely.
5. The lessee as agreed has paid the total estimated developmental/maintenance cost of Rs. \_\_\_\_\_ Only.
6. The Lessee as agreed has paid the total estimated maintenance cost of Rs. \_\_\_\_\_.
7. The cost of Land has been presently calculated taking into consideration the cost of acquisition and compensation presently fixed in respect of the allotted land, however in case of any increase in cost of land due to increase in compensation, court order, decree or otherwise increase in cost, compensation, interest, solatium etc. the same will form part of the cost of land as if fixed under this deed and the lessee shall be liable to pay the same within 90 days from the date of intimation to the lessee notwithstanding that the lessee has



had paid the entire provisional cost in the beginning itself or has completed the installments to the Lessor. In case the installments are still due, the increased amount shall be payable with the next installment due or 90 days whichever is less.

8. The developmental cost and the maintenance charges as fixed presently will be subject to change depending upon the final accounting of cost in this regard.
9. The lessee shall not raise any protest or demur in case of increase in cost of land and developmental charges and shall not challenge the pricing which will be exclusively within the domain of the Lessor.
10. The Lessee shall pay an annual rent, maintenance charge of Rs. \_\_\_\_\_ only to the Lessor every financial year ending 31<sup>st</sup> March which would be payable in advance every year by 15<sup>th</sup> of April.
11. The annual rent is subject to increase depending upon the increase in annual rental value of the land and such other factors which may be relevant for the said purpose. The enhanced rent shall be payable from the current financial year as if the enhancement was done with effect from the first day of the beginning of the financial year;
12. Description of the leased Land is as under the schedule:

### **SCHEDULE**

#### **Part I**

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

| Industrial Area /Estate | Industrial Plot | Survey | Khata | Area | Vill. | Thana No. | P.S. | Pargana | Distt. | Sub Registry |
|-------------------------|-----------------|--------|-------|------|-------|-----------|------|---------|--------|--------------|
|                         |                 |        |       |      |       |           |      |         |        |              |

### **BOUNDARY**

NORTH : \_\_\_\_\_  
 SOUTH : \_\_\_\_\_  
 EAST : \_\_\_\_\_  
 WEST : \_\_\_\_\_

Possession taken over the plot on \_\_\_\_\_





Two copies of maps duly signed by D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster.

**Terms And Conditions of the Lease:**

**A. Period of Lease, renewal and consequences of expiry of Lease**

1. That the lease of land detailed in Part-I of the Schedule would be for a period of 90 years/60 years/30 years from \_\_\_\_\_ (the date of allotment) to the Lessee by the Lessor subject to renewal at the option of lessor and lessee for such period and terms and conditions as may be mutually agreed upon, subject to the condition that the lessee applies in writing for renewal atleast six months before the expiry of lease.
2. That on expiry of lease, unless the lessee is in possession of a renewed lease-deed, his continuation in the demised premises shall be unauthorized and the lessee shall be treated as a trespasser on the land;
3. That the Lessee shall handover peaceful vacant possession of the land to the Lessor on expiry of lease and it will be the obligation of the lessee to remove the movables and immoveable properties belonging to the lessee at his own cost before the expiry of lease;
4. That in case of failure of the Lessee to handover the possession on expiry of lease, the lessor shall have right to repossess the demised premises and realize all cost in removal of the movables and immovable's and dispose of the same either by sale or by realizing an estimated cost from a new allottee and to appropriate the same against the cost of removal;
5. That in case, the money realized on sale or by allotment to a new lessee is found insufficient to meet the cost, the balance shall be realized from the lessee by way of a demand giving 30 days' time to pay the same, otherwise the same shall be realized by way of a public demand as envisaged under the Bihar & Orissa Public demand Recovery Act;
6. That any excess amount realized from sale of the properties belonging to the lessee shall be refunded to the lessee subject however that there are no other dues of any bank or financial Institution on the Lessee;

**B. Cancellation Of Allotment/Lease:**

1. The terms and conditions on which allotment/transfer of land has been made are to be treated as part and parcel of the lease and violation of any of the terms of allotment/transfer shall be a sufficient ground for cancellation of lease.
2. The Lessor being a statutory authority is guided by the BIADA Act 1974, Rules and Regulations framed thereunder; therefore, the present lease and parties hereof shall abide by



the provisions of the Regulations amended from time to time in relation to any of the subject of the lease.

3. The lessee shall carry on the business on the leased land only for the purpose for which the allotment has been made, violation of the condition will be enough to cancel the lease after giving an opportunity to the lessee to explain by way of a showcause.
4. The lessee shall abide by the legal provisions applicable to the said business activity and shall not do any act in violation of law.
5. In case necessary effective steps are not taken within the fixed period as mentioned in the allotment letter to establish the industry and commence the commercial production in the said industry, the competent authority shall cancel the allotted/ plot/shed and shall also forfeit the amount deposited in this connection as per the policy framed in this regard. The Authority shall, before canceling the allotments allow one month time to the allottee/transferee to showcause/put up his case.
6. The allottee on being dissatisfied with the order of the authority may file an appeal to the Additional Chief Secretary/Principal Secretary/Secretary, Department of Industry, Government of Bihar within one month and the State Govt. shall, after due consideration dispose it off within two months from the date of receipt of the appeal in accordance with the Policy framed by the state government under the BIADA Act 1974.
7. That the lessee shall pay to the Lessor all such legal expenses incurred by BIADA which were incurred in contesting a false and frivolous litigation brought by the lessee or any person claiming through the lessee or the lessor was compelled to initiate a legal proceeding for recovery of leased land upon termination /expiry of lease.

**C. Transfer of ownership of the firm leading to change of possession**

1. The Lessee shall not do or cause to be done any act which would lead to change in the constitution of the firm and whereby the ultimate control over the affairs of the present lessee is interfered with in a significant manner and which amounts to handing over the possession of the leased premises either to a different entity or to a new group of persons in the entity to which the lease is granted. In case any such change in the ownership of the lessee or possession of the lease hold land or any part thereof becomes necessary and where such changes are not likely to affect the object of the lease and where the interest and where the interest of the lessor is fully protected, the lessee may apply with the lessor for a written permission on such terms and conditions as may be agreed by the lessor in



accordance with its 'transfer norms and payment of the fee prescribed thereunder. The lessee has been aware of the transfer norms presently in vogue in the establishment of BIADA. The transfer norms are subject to change from time to time as per policy decision of the government /BIADA.

2. The transferee of a lease shall be bound to execute and register on his own cost a fresh lease-deed with BIADA on the terms and conditions and for the remaining period of the original lease.
3. The lessee may be called upon to exit the lease in case of execution of a fresh lease. The Lessor shall consider the cases of exit/transfer of lease etc. in terms of the prevailing Policy.
4. In case of a fresh lease deed with a transferee the present lessee shall continue to be liable for any outstanding dues either existing earlier or coming in the notice of BIADA within 3 years from the date of execution of fresh lease, under this lease and in case of a proprietorship firm its' sole proprietor, in case of a partnership firm all the partners of the firm and in case of an incorporated company all the directors of the company shall be jointly and severally liable for payment of the dues of BIADA as a public demand.
5. The financial institution which mortgages the lease hold land or any part thereof, in the event of sale, shall obtain prior information about the dues including the cost of the land from Bihar Industrial Area Development Authority 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 Bihar Industrial Area Development Authority is paid. No sale certificate under the SARFAESI Act, 2002 shall be issued unless the dues of the BIADA are fully paid off. The dues of BIADA shall have first charge over the leased land and upon establishment of the lessee.
6. Notwithstanding above, the Bihar Industrial Area Development Authority may take necessary action as prescribed under the provisions laid down in BIADA Act 1974, as amended up to date.
7. If and when any part of the lease 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, 1962 as agreed by the lessee or such other Act as may be in force for recovery of public demands.
8. The lessor and lessee hereby covenants and agrees as follows: -





- a. That the lessee will not assign, mortgage, under let, sub-let or part with the possession over the land or any right or interest therein or in respect thereto without the previous written consent of the lessor and also without due approval of the lessor or his nominee the allottee shall be under a mandatory obligation to inform BIADA about such mortgages and the concerned bank or financial institution shall take note of the priority claim/preferential claim of BIADA over the land sale proceeds. In all cases of winding up leading to sale of the lease hold right of the lessee in the land, dues of the Bihar Industrial Area Development Authority shall be a priority/preferential claim with the Financial Institution.
- b. No change in the lease, proprietorship or partnership if it is Public Company or a Private Limited Company or a registered or unregistered firm shall be recognized without the previous written information to the lessor or his nominee and before payment of requisite fee.
- c. If the lessee assigns its lease hold interest with the written consent of the lessor in the manner provided hereinabove in respect of transfer of ownership and possession with respect to the land described in Part-I 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 such permission is granted in accordance with the transfer norms of BIADA together with the payment of requisite fee and then shall take possession of the holding and will possess and use the land and will be bound by the terms, covenants and conditions herein contained.
  - i. That due to particular and essential requirement of a lessee dealing with project falling under the permitted category for grant of sublease proposed on the leased land, the lessee will have power to assign, sublease, underlet or sublet either in whole or in part the constructed portion of the said unit to a third party for a limited period not exceeding the leased period under this deed with prior intimation of the lessor before such assignment, subleasing, under letting or subletting. The lessee shall also deposit a subleasing fee at the rate prescribed by the authority from time to time.
  - ii. Sub lease shall be permitted with prior intimation to BIADA and will be for a purpose for which the land was initially allotted. However, if the sublease is for a purpose other than what was allowed in the lease, the lessee will have to

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seek prior permission of BIADA and BIADA may in such cases where either the prior permission has not been obtained and the requisite fee has not been deposited as also in those cases where the sublease cannot be allowed ,take immediate action for cancellation of sublease and resume possession of the said subleased portion only without incurring any liability to the lessee or the sub lessee.

- iii. That the lessee (principal lessee) shall be under an obligation to protect and preserve the interest of the lessor (BIADA) in concluding any Sub Lease Agreement and any harm/injury to the interest of the lessor in any form or in any manner shall entitle the lessor to take action against the lessee and/or the sub lessee and the lessor would be entitled to recover the damages from the lessee and/or the sub-lessee either jointly or severally after giving a 30 days' notice to show cause and opportunity to represent their case.
  - iv. Provided further that the lessee would be liable to the lessor for any of the actions/violations by the sub lessee, assigned or the lessee of the terms and conditions of the lease deed, allotment order or any law in force at the relevant time and under such conditions, the lessor would be entitled to take appropriate action under Clause 7 of the lease deed against the lessee including cancellation of the allotment and lease deed if the violation is normally not corrected within a period of 30 days from the issuance of notice in this regard.
  - v. The terms of sub lease shall not confer any rights beyond the terms of the principal lease deed and any such rights if conferred shall be considered null and void.
- d. That if subsequently any or entire part of the said land is required by the State Govt. or the Bihar Industrial Area Development Authority for a public purpose (of which matter the State Govt. or the Bihar Industrial Area Development Authority shall be the sole judge) the lessee shall, on being asked by the State Govt. 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.

- e. If at any time the said land or any part or parts thereof is no longer required by the lessee for the purpose for which it is leased out to him, the lessee may exit the same to the lessor, in accordance with the prevailing exit policy or the lessee may transfer the lease hold right to any other party with the prior approval of the lessor in accordance with existing transferrorms. In case of exit of the land, the lessee shall get refund for the period the lessee did not avail the lease as per prevailing exitnorms. But in case of forfeiture pursuant to cancellation or otherwise, the lessee shall not be entitled to any refund.
- f. It is also clarified that such transfer may be allowed only for industrial purpose and in case, transferee wishes to utilize the land for any industry other than the purpose for which the land was allotted to transferor and in case of Service, the lessor shall charge the rates as per norms of lessor prevailing at the time before allowing such transfer and may execute a fresh lease deed with the new unit/ transferee for the remaining of lease period.
- g. If the lessor accepts the offer made under the foregoing clauses, the lessee shall be entitled, within three months from the date of communication of acceptance to him, to remove all building or structure erected on the said land or part thereof, unless BIADA also consents to keep the standing building or structure on the land and in such cases, compensation shall be given to outgoing lessee deducting the fees of valuer and 10% administrative charges.
- h. That the lessee will not make any excavation upon any part of the said land 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.
- i. That if the lessee'swish 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.





- j. The building or any construction shall take place as per the norms approved by the lessor and as amended from time to time.
  - k. That the lessee shall submit the plan for building or erection within three months of the delivery of possession of the land to the lessor. Provided that the lessor 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 land.
  - 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.
  - 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/transfer letter and extensions if any thereafter, failing which, necessary legally action may be initiated following due process as per BIADA Act.
  - 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.
  - q. That the lessee has to submit his annual return to the lessor for the year ending on 30<sup>th</sup> June within two months of the closing of the year. After coming into production/operation, if the unit remains closed for more than 6 months on account of any dispute or otherwise, the lessee, shall inform the reasons to the lessor within 30 days of the completion of these 6 months period. The lessee shall take prompt action for re-opening of the unit.
9. In case of breach by the lessee of any of the terms and conditions mentioned in this lease deed or of any order/direction of the Lessor or the State Government, 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 re-entry, the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor, a reasonable opportunity to show cause and to rectify the omissions or defects, if any.
10. In the event of repossession of the leased premises by the State Govt. or Bihar Industrial Area Development Authority due to a policy decision, the lessee shall be entitled to remove



within three month from date of such notification of the intention to repossession, all buildings, structures, installations, machinery and other assets from the said land, failing which the State Govt./Bihar Industrial Area Development Authority shall be competent to remove/auction the aforementioned items and deal with the proceeds as stated in respect hereinabove.

11. 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 through the D.G.M (I.D)/Executive Director (I.D)BIADA 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, with a provision of appeal before the Additional Chief Secretary/Principal Secretary/Secretary, Department of Industries, Government of Bihar.
12. That lessee and any sub lessee or person(s) claiming through him shall be bound by such decisions of the Govt. and the Authority with regard to the change in Rules/Policies and norms if any as may be made from time to time.
13. 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, subject to provisions of law. The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.
14. The lessee also agrees to abide by all the terms and conditions set out in the allotment/transfer letter and violation of any of those will be deemed as valid ground for cancellation.
15. Notwithstanding anything contained hereinbefore, it is unequivocally admitted by the allottee/transferee that the proportionate share of 25% of construction and maintenance cost of CETP to be received from all the allottee/transferee of the concerned I.A/I.E/I.G.C/M.I.P etc. shall be remitted in full by the allottee/transferee forthwith.
16. No amendment, modification, variation, supplement, waiver, or alteration of this Lease Deed, or of any of the terms and conditions contained herein, shall be valid or binding unless the same is made in writing and executed by the Parties hereto with the prior written permission/approval of the Lessor. Any purported amendment made without such prior

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written approval shall be void and of no effect. Any such amendment or ancillary cost shall be borne by the lessee.

17. All stamp duty, surcharge, cess, registration charges, fees, incidental expenses, and all other levies, duties, costs and outgoings arising out of, in connection with, or incidental to the execution, registration, implementation, enforcement, amendment, or renewal of this Lease Deed shall be borne and paid entirely by the Lessee alone.

IN WITNESS THEREOF THE COMMON SEAL OF \_\_\_\_\_ through \_\_\_\_\_ has hereinto been affixed and those present signed.

**Authorized Signatory**

For and behalf of the M/s \_\_\_\_\_.

**WITNESS:**

1. \_\_\_\_\_
2. \_\_\_\_\_

In witness whereof the hand of D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster 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 Bihar Industrial Area Development Authority

**D.G.M (I.D), \_\_\_\_\_ Cluster  
Bihar Industrial Area Development Authority**



WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

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 \_\_\_\_\_

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## **Schedule XI – Standard Forms for Allotment, Implementation and Compliance**

### **Part A — Application Form for Allotment of Land / Plot / Shed / Built-Up Premises**

An applicant seeking allotment of land, plot, shed, building or part of building under this Policy shall submit the online application in the following forms may be notified by BIADA on the Portal:

#### **FORM:APPLICATION FOR ALLOTMENT OF LAND / PLOT / SHED / BUILT-UP PREMISES**

##### **1. Applicant Details:**

- a. Name of Applicant / Entity:
- b. Legal Status of Applicant (Proprietorship / Partnership Firm / LLP / Private Limited Company / Public Company / Trust / Cooperative Society / HUF / Consortium /Other):
- c. CIN / LLPIN / Registration Number, if applicable:
- d. PAN of Applicant / Entity:
- e. Aadhaar of Proprietor / Authorized Signatory, where applicable:
- f. Registered Office Address:
- g. Correspondence Address:
- h. Name of Authorized Signatory:
- i. Designation of Authorized Signatory:
- j. Mobile Number:
- k. Email ID:

##### **2. Project Details:**

- a. Name of Proposed Unit / Project:
- b. Industrial Area / Industrial Park / Cluster applied for:
- c. Plot / Shed / Premises preference, if any:
- d. Area applied for:
- e. Nature of activity proposed (Manufacturing / Service/ Utility / Startup / Plug-and-Play / Other):
- f. Product(s) / Service(s) proposed:
- g. Industry Category (Micro / Small / Medium / Large):
- h. Pollution Category (Red / Orange / Green / White / Blue / Not Applicable):
- i. Whether Startup registered in Bihar: Yes / No



- j. Whether UDYAM registration certificate: Yes / No
- k. Proposed Employment Generation:
- l. Proposed Power Requirement:
- m. Proposed Water Requirement:
- n. Proposed Built-Up Area / FSI Consumption:
- o. Project Cost — CAPEX/OPEX
- p. Expected timeline for commencement of commercial production / operations:

### **3. Financial Details:**

- a. Source of Funding (Internal Accruals / Equity / Debt / Mixed):
- b. Name of Lender / Financial Institution, if any:
- c. Net Worth / Financial Capacity summary:
- d. Whether term loan applied for / sanctioned:

### **4. Documents Enclosed:**

- a. Detailed Project Report / Project Profile
- b. Constitutional Documents of the Applicant
- c. Identity and Address Proofs
- d. Authorization Letter / Board Resolution/ Consent Letter, on case-to-case basis
- e. Financial Statements / Net Worth documents
- f. Layout Plan
- g. MSME / Startup Registration, if any
- h. Any other document as per Schedule I or as prescribed by BIADA

### **Declaration:**

I / We do hereby declare that the particulars furnished above and in the accompanying documents are true, correct and complete to the best of my / our knowledge and belief, that no material fact has been concealed, and that the proposed activity is not prohibited under the Bihar Industrial Area Development Authority Act, 1974, this Policy, the prevailing industrial policy or any other applicable law for the time being in force. I / We further undertake to comply with all terms and conditions of allotment, zoning restrictions, environmental requirements, statutory registrations and such directions as may be issued by BIADA from time to time.





Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Applicant / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Seal, if any: \_\_\_\_\_

**Part B — Intimation of Project Implementation and Submission of DPR / SIPB Financial Report**

An allottee required to intimate implementation status or submit DPR/SIPB financial report under this Policy shall submit the same in the following form:

**FORM: INTIMATION OF PROJECT IMPLEMENTATION AND SUBMISSION OF  
DPR / SIPB FINANCIAL REPORT:**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Allotment Letter Number and Date:
- e. Date of Possession:
- f. Whether DPR is enclosed: Yes / No
- g. Whether SIPB financial report is enclosed, where applicable: Yes / No
- h. Status of Building Plan Approval: Applied / Approved / Not Applicable
- i. Status of Power Connection: Applied / Sanctioned / Not Applicable
- j. Status of Water Connection: Applied / Sanctioned / Not Applicable
- k. Status of Consent for Establishment from Bihar State Pollution Control Board: Applied / Obtained / Not Applicable
- l. Status of Term Loan: Applied / Sanctioned / Not Applicable
- m. Brief note on implementation steps taken till date:
- n. Expected date of commencement of commercial production / operations:





**Declaration:**

I / We declare that the particulars furnished above are true and correct and are submitted for compliance with the obligations under this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part C — Annual Progress Report**

The allottee shall submit self-declared half-yearly reports through the Portal in the following form:

**FORM: ANNUAL PROGRESS REPORT**

- a. Reporting Period:
- b. Name of Allottee / Unit:
- c. Plot / Shed / Premises Details:
- d. Industrial Area / Cluster:
- e. Date of Possession:
- f. Stage of Civil Construction:
- g. Status of Procurement / Installation of Machinery:
- h. Status of Statutory Registrations / Approvals:
- i. Amount Invested till date:
- j. Employment generated till date:
- k. Whether project is on schedule as per DPR / applicable timeline: Yes / No
- l. If delayed, reasons for delay:
- m. Expected date of commencement of commercial production / operations:
- n. Supporting documents uploaded:

**Self-Declaration:**

I / We hereby declare that the information furnished in this report is true, correct and complete and that the progress disclosed herein reflects the actual implementation status of the project.





Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part D — Application for Extension of Time**

An allottee seeking extension of time under Clause 27 shall submit the following form:

**FORM: APPLICATION FOR EXTENSION OF TIME**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Allotment Letter Number and Date:
- e. Date of Possession:
- f. Applicable timeline under Clause 26:
- g. Period of extension sought (under clause 37):
- h. Whether any previous extension has been granted: Yes / No
- i. If yes, details thereof:
- j. Present status of implementation:
- k. Significant progress made till date:
- l. Grounds for seeking extension:
- m. Supporting documents enclosed:
- n. Applicable fee paid, if any:

**Undertaking:**

I / We undertake that, if extension is granted, I / We shall complete implementation and commence commercial production / operations within the extended period and shall remain liable for all applicable charges, fees and consequences under this Policy in case of default.

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part E — GSTIN Compliance Declaration**

The allottee may submit GSTIN compliance through self-certification in the following form:

**FORM: GSTIN Compliance Declaration**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Whether operations of the unit require separate and exclusive GSTIN under applicable law:  
Yes / No
- e. GSTIN obtained for the allotted unit:
- f. Effective date of GST registration:
- g. If not obtained, reasons thereof:

**Declaration:**

I / We hereby declare that the particulars furnished above are true and correct and that the GSTIN stated above, where applicable, pertains specifically to the operations carried out upon the allotted land / premises.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_





**Part F — Declaration of Commencement of Commercial Production / Operations**

An allottee claiming that the unit has become operational shall submit the following declaration:

**FORM: DECLARATION OF COMMENCEMENT OF COMMERCIAL PRODUCTION  
/ OPERATIONS**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Date of Possession:
- e. Date of commencement of commercial production / operations:
- f. Product(s) / Service(s) commenced:
- g. Installed Capacity:
- h. Present Operational Capacity:
- i. Investment details:
- j. Supporting documents enclosed:
  - i. Electricity bill
  - ii. GST returns
  - iii. Sale / purchase invoices
  - iv. EPFO / ESIC challans
  - v. CA-certified turnover / financial statement
  - vi. Photographs / layout plan
  - vii. Other supporting documents:

**Declaration:**

I / We do hereby declare that the unit has commenced commercial production / operations in accordance with the approved project and applicable law and that the documents enclosed in support thereof are true and genuine.

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part G — Annual Operational Compliance Return**

The allottee shall submit annual operational compliance in the following form:

**FORM: ANNUAL OPERATIONAL COMPLIANCE RETURN**

- a. Financial Year / Reporting Year:
- b. Name of Allottee / Unit:
- c. Plot / Shed / Premises Details:
- d. Industrial Area / Cluster:
- e. Monthly Electricity Consumption Summary:
- f. GST Return Filing Summary:
- g. Summary of Sale / Purchase Invoices:
- h. EPFO / ESIC Compliance Summary:
- i. CA-Certified Turnover:
- j. ITR filed: Yes / No
- k. Financial Statements attached: Yes / No
- l. Whether unit is seasonal: Yes / No
- m. If seasonal, period of seasonality:
- n. Any major interruption / closure during the year:
- o. Remarks, if any:

**Declaration:**

I / We do hereby declare that the above particulars and documents are true, complete and correct and reflect the actual operational status of the unit for the relevant period.



Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part H — Seasonal Unit Declaration**

A seasonal unit claiming exemption from being treated as non-operational in its non-seasonal period shall submit the following declaration:

**FORM: SEASONAL UNIT DECLARATION**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Nature of seasonal activity:
- e. Period of seasonality as per DPR:
- f. Whether DPR / supporting extract is enclosed: Yes / No
- g. Period during which unit remains non-operational on account of seasonal nature:

**Declaration:**

I / We do hereby declare that the unit is a seasonal unit in terms of the approved DPR and that the particulars furnished above are true and correct.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



### **Schedule XII – Self Certification Forms**

The following matters shall be submitted, where applicable, through self-certification in the forms set out below, subject to Clause 23 and Schedule III of this Policy.

#### **Part A — General Self-Certification Form**

##### **FORM: GENERAL SELF-CERTIFICATION FORM**

- a. Name of Applicant / Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Clause of the Policy under which self-certification is being submitted:
- e. Nature of request / intimation / compliance:
- f. Statement of material facts:
- g. List of documents enclosed / uploaded:

##### **Self-Certification:**

I / We hereby certify and declare that the information furnished herein and in the accompanying documents is true, complete and not misleading, that the matter covered by this self-certification is eligible under Clause 23 read with Schedule III of this Policy, and that the same does not violate the Bihar Industrial Area Development Authority Act, 1974, any zoning restriction, environmental norm, building bye-law, fire safety requirement, pollution control requirement, or any term of allotment or lease. I / We understand and acknowledge that any false, misleading or materially incorrect certification shall render the action liable to cancellation and may invite cancellation proceedings, debarment, recovery and such other action as may be warranted in law.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

##### **Signature of Applicant / Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part B — Self-Certification for Non-Substantive Correction of Name / Address /  
Typographical Error**

**FORM: SELF-CERTIFICATION FOR NON-SUBSTANTIVE CORRECTION OF  
NAME / ADDRESS / TYPOGRAPHICAL ERROR**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing entry in BIADA records:
- d. Corrected entry sought:
- e. Nature of correction (Name / Address / Typographical Error / Other):
- f. Supporting documents enclosed:

**Declaration:**

I / We hereby declare that the correction sought is non-substantive in nature and does not involve any change in legal identity, ownership, title, management or control of the allottee / lessee.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part C — Self-Certification for Change or Addition of Product / Service in Eligible Cases**

**FORM: SELF-CERTIFICATION FOR CHANGE OR ADDITION OF PRODUCT /  
SERVICE IN ELIGIBLE CASES**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing approved product / service:
- d. Proposed product / service:

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- e. Status of unit (under construction/operational/closed)
- f. Whether the proposed change / addition is within manufacturing sector: Yes / No
- g. Whether the proposed change / addition falls under any prohibited or restricted category/negative list under prevailing industrial policy: Yes / No
- h. Revised DPR / Project Profile enclosed: Yes / No
- i. Proposed product/service: Yes / No
- j. Applicable fee paid, where required:

**Self-Certification and Undertaking:**

I / We hereby certify that the proposed change or addition of product / service is permissible under this Policy and applicable law and does not violate the terms of allotment, zoning norms, pollution control requirements or the prevailing industrial policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part D — Self-Certification for Internal Shareholding Change Below Transfer Threshold**

**FORM:SELF-CERTIFICATION FOR INTERNAL SHAREHOLDING CHANGE  
BELOW TRANSFER THRESHOLD**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing shareholding / capital structure:
- d. Revised shareholding / capital structure:
- e. Date of change:
- f. Whether the change crosses the threshold amounting to transfer under Clause 38: Yes / No



g. Whether the change results in change of management or control: Yes / No

h. Whether the case falls within family transfer under Clause 38.4: Yes / No

i. Supporting documents enclosed:

**Declaration:**

I / We hereby certify that the above change in shareholding is an internal change not amounting to transfer under this Policy and that the particulars furnished herein are true and complete.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_





**Schedule XIII – Deemed Approval Forms and Completeness Checklist**

The following forms shall apply to matters eligible for deemed approval under Clause 24 read with Schedule IV of this Policy.

**Part A — Application for Post-Allotment Request Eligible for Deemed Approval**

**FORM: APPLICATION FOR POST-ALLOTMENT REQUEST ELIGIBLE FOR  
DEEMED APPROVAL**

- a. Name of Applicant / Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Clause under which request is being made:
- e. Nature of request:
  - i. Name change
  - ii. Non-substantive correction
  - iii. Merger / Amalgamation
  - iv. De-Merger / Bifurcation
  - v. Change in constitution
  - vi. Change in shareholding below transfer threshold
  - vii. Change or addition of product / service
  - viii. Sub-lease intimation
  - ix. Other matter notified by BIADA
- f. Details of request:
- g. Requisite fee paid:
- h. Documents enclosed / uploaded:
- i. Undertaking / Affidavit enclosed: Yes / No



- j. DPR / Revised Project Profile enclosed, where applicable: Yes / No
- k. Layout Plan enclosed, where applicable: Yes / No

**Declaration:**

I / We do hereby declare that the present application is complete and defect-free to the best of my / our knowledge and is submitted together with all applicable documents, undertakings, affidavits and fee for the purposes of Clause 24 of this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Applicant / Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part B — Completeness Checklist for Deemed Approval Matters**

**FORM: COMPLETENESS CHECKLIST FOR DEEMED APPROVAL MATTERS**

The following checklist shall be used for determining whether an application is complete and defect-free for the purposes of Clause 24:

- a. Clause and subject matter identified
- b. Applicable fee paid
- c. Prescribed application form submitted
- d. Supporting documents uploaded
- e. Undertaking uploaded, where required
- f. Affidavit uploaded, where required
- g. DPR / Revised Project Profile uploaded, where required
- h. Layout Plan uploaded, where required
- i. NOC / Board Resolution / Partner Consent / Lender Consent uploaded, where required
- j. Matter does not fall under any exclusion under Clause 24.4



- k. There is no declared title dispute / encroachment / litigation rendering the matter ineligible
- l. The request is otherwise compliant with the Act, this Policy and applicable law

**Part C — Intimation / Claim of Deemed Approval**

**FORM:INTIMATION/CLAIM OF DEEMED APPROVAL**

- a. Name of Applicant / Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Reference application number and date:
- e. Nature of request:
- f. Date of receipt / filing of complete application:
- g. Date of expiry of 30 working days:
- h. Whether any defect memo or disposal has been received from BIADA: Yes / No
- i. If yes, details thereof:

**Declaration:**

I / We hereby intimate and record that the application referred to above has not been disposed of within the time stipulated under Clause 24 of this Policy and is accordingly being treated as deemed approved, subject always to compliance with the Bihar Industrial Area Development Authority Act, 1974, this Policy and all applicable statutory requirements.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Applicant / Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Schedule XIV – Post-Allotment Transaction and Constitution Change Forms**

**Part A — Sub-Lease Intimation / Approval Request**

**FORM: SUB-LEASE INTIMATION / APPROVAL REQUEST**

- a. Name of Principal Lessee / Allottee:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Purpose of original allotment:
- e. Name and details of proposed Sub-Lessee:
- f. Area proposed to be sub-leased:
- g. Proposed use by Sub-Lessee:
- h. Whether proposed use is the same as the original permitted use: Yes / No
- i. If no, approval sought for different use: Yes / No
- j. Term of proposed sub-lease:
- k. Project Profile enclosed: Yes / No
- l. Applicable fee paid:

**Undertaking:**

I / We undertake that the proposed sub-lease shall not prejudice the rights of BIADA, shall remain subject to the principal lease, and shall not involve any activity falling under the negative list of the prevailing industrial policy or any prohibited category under this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Principal Lessee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part B — Application for Transfer of Industrial Plot / Unit**

**FORM: APPLICATION FOR TRANSFER OF INDUSTRIAL PLOT / UNIT**

- a. Name of Transferor:
- b. Name of Transferee:
- c. Plot / Shed / Premises Details:
- d. Industrial Area / Cluster:
- e. Whether the unit is operational: Yes / No
- f. Whether full payment of land cost and other dues has been made: Yes / No
- g. Details of outstanding dues, if any:
- h. Processing fee paid:
- i. Transfer fee paid / proposed to be paid:
- j. Whether the plot / unit is under mortgage: Yes / No
- k. If yes, lender NOC enclosed: Yes / No
- l. Whether the transferee proposes the same product / service: Yes / No
- m. If not, details of proposed product / service:
- n. DPR of transferee enclosed: Yes / No
- o. Documents under Clause 11 enclosed by transferee: Yes / No

**Declaration:**

The transferor and transferee hereby jointly declare that the above particulars are true and complete and that the transferee agrees to be bound by all obligations, liabilities and conditions applicable to the industrial plot / unit under this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_



**Signature of Transferor / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Signature of Transferee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part C — Joint Notarized Affidavit and Undertaking by Transferor and Transferee**

**FORM: JOINT NOTARIZED AFFIDAVIT AND UNDERTAKING BY TRANSFEROR  
AND TRANSFEE**

We, the Transferor, and the Transferee, do hereby solemnly affirm and state as follows:

- a. That the deponents are competent and duly authorized to execute this affidavit.
- b. That the details of the industrial plot / unit proposed to be transferred are as follows:
- c. That the transferor has disclosed all material particulars relating to allotment, possession, dues, encumbrances, mortgage, litigation, if any, and compliance status.
- d. That the transferee has verified the particulars of the unit and has agreed to accept the transfer subject to the provisions of this Policy and the orders of BIADA.
- e. That the transferee shall be liable for all obligations, dues, liabilities, implementation timelines, compliance requirements and consequences attaching to the transferred plot / unit upon approval of transfer by BIADA.
- f. That neither the transferor nor the transferee has concealed any material fact from BIADA.
- g. That the transfer shall not be treated as complete unless and until duly approved and recorded by BIADA.
- h. That the deponents shall indemnify and keep indemnified BIADA against any loss, claim, dispute, proceeding or liability arising on account of any misstatement, suppression or breach of undertaking contained herein.



Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signature of Transferor: \_\_\_\_\_

Signature of Transferee: \_\_\_\_\_

**Part D — Application for Part Transfer of Plot**

**FORM: APPLICATION FOR PART TRANSFER OF PLOT**

- a. Name of Allottee / Transferor:
- b. Plot Details:
- c. Total area of plot:
- d. Portion proposed to be transferred:
- e. Name of proposed transferee:
- f. Site plan / demarcation sketch enclosed: Yes / No
- g. Whether retained portion remains viable for the approved project: Yes / No
- h. Whether project as per DPR and layout plan will remain unaffected: Yes / No
- i. NOC from lender, where applicable: Yes / No
- j. Applicable fee paid:

**Declaration:**

I / We hereby declare that the proposed part transfer is identifiable and demarcable and shall not curtail the approved project on the retained portion.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Transferor / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part E — Auction Purchaser Application for Recording Transfer / Regularization**

**FORM: AUCTION PURCHASER APPLICATION FOR RECORDING TRANSFER /  
REGULARIZATION**

- a. Name of Auction Purchaser:
- b. Plot / Unit Details:
- c. Industrial Area / Cluster:
- d. Details of auction conducting authority / forum:
- e. Auction / sale certificate details:
- f. Date of auction purchase:
- g. Transfer fee paid:
- h. DPR enclosed: Yes / No
- i. Documents under Clause 11 enclosed: Yes / No
- j. Whether any change / addition of product or service is proposed: Yes / No
- k. If yes, details:

**Declaration:**

I / We do hereby declare that the particulars furnished above are true and correct and that I / We undertake to complete all requirements under this Policy within the period stipulated under Clause 36.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Auction Purchaser / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part F — Application for Change in Constitution**

**FORM: APPLICATION FOR CHANGE IN CONSTITUTION**





- a. Name of Existing Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing legal status / constitution:
- d. Proposed legal status / constitution:
- e. Existing ownership / control structure:
- f. Proposed ownership / control structure:
- g. Whether the original allottee(s) shall retain 50% or above ownership / control: Yes / No
- h. Whether the proposed change amounts to transfer under this Policy: Yes / No
- i. Whether the unit has become operational: Yes / No
- j. Applicable fee paid:
- k. Documents under Schedule V enclosed: Yes / No

**Declaration:**

I / We hereby declare that the proposed change in constitution does not amount to transfer except to the extent expressly disclosed and that the particulars furnished herein are true and complete.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part G — Intimation of Change in Shareholding**

**FORM: INTIMATION OF CHANGE IN SHAREHOLDING**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing shareholding pattern:





- d. Revised shareholding pattern:
- e. Date of change:
- f. Whether the change crosses threshold amounting to transfer under Clause 38: Yes / No
- g. Whether management or control stands altered: Yes / No
- h. Whether the unit is a listed company / public limited company / company with turnover exceeding the exemption threshold: Yes / No
- i. Supporting documents enclosed:

**Declaration:**

I / We hereby declare that the particulars furnished above are true, correct and complete and that the change in shareholding has been intimated for compliance with this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part H — Application for Merger, Amalgamation, De-Merger or Bifurcation of Plots**

**FORM: APPLICATION FOR MERGER, AMALGAMATION, DE-MERGER OR  
BIFURCATION OF PLOTS**

- a. Name of Allottee / Unit:
- b. Existing Plot Number(s) and Area(s):
- c. Industrial Area / Cluster:
- d. Nature of request (Merger / Amalgamation / De-Merger / Bifurcation):
- e. Reasons for request:
- f. Whether plots are adjoining / contiguous, where applicable: Yes / No
- g. Layout Plan enclosed: Yes / No



- h. DPR / revised DPR enclosed, where applicable: Yes / No
- i. Board Resolution / Partner Consent / Proprietor Consent enclosed: Yes / No
- j. Applicable fee paid:
- k. Whether the approved project shall remain unaffected: Yes / No

**Declaration:**

I / We hereby declare that the proposed merger, amalgamation, de-merger or bifurcation shall not curtail the project enshrined in the DPR and layout plan and shall remain subject to the terms of this Policy.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part I — Name Change / Non-Substantive Correction Request**

**FORM:NAME CHANGE / NON-SUBSTANTIVE CORRECTION REQUEST**

- a. Name of Allottee / Unit as presently recorded:
- b. Plot / Shed / Premises Details:
- c. Nature of request (Name Change / Correction of Name / Correction of Address / Typographical Correction):
- d. Revised / corrected particulars sought to be recorded:
- e. Basis of request (ROC approval / revised partnership deed / registration certificate / other):
- f. Supporting documents enclosed:
- g. Applicable fee paid, where required:

**Declaration:**



I / We hereby declare that the particulars furnished above are true and correct and that the request does not involve any undisclosed transfer of ownership, management or control.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part J — Mortgage Permission / No Objection Certificate Request**

**FORM: MORTGAGE PERMISSION / NO OBJECTION CERTIFICATE REQUEST**

- a. Name of Allottee / Lessee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Lease Deed details:
- e. Name of Bank / Financial Institution:
- f. Nature and amount of credit facility:
- g. Whether any dues to BIADA are outstanding: Yes / No
- h. If yes, details thereof:
- i. Draft mortgage terms enclosed: Yes / No
- j. Whether lender has been informed of BIADA's first charge / priority rights: Yes / No

**Undertaking:**

I / We undertake that the mortgage shall remain subject to the rights of BIADA under the Bihar Industrial Area Development Authority Act, 1974, this Policy, the lease deed and all dues payable to BIADA from time to time.

Place: \_\_\_\_\_

Date: \_\_\_\_\_



Signature of Allottee / Lessee / Authorized Signatory:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part K — Application for Change or Addition of Product or Service**

**FORM: APPLICATION FOR CHANGE OR ADDITION OF PRODUCT OR SERVICE**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Existing approved product / service:
- d. Proposed product / service:
- e. Nature of change:
- f. Manufacturing to Service
- g. One Service to Another Service
- h. Change / Addition within Manufacturing Sector
- i. Whether proposed change affects pollution category: Yes / No
- j. Whether proposed change affects zoning or planning restrictions: Yes / No
- k. DPR / revised DPR enclosed: Yes / No
- l. Affidavit / undertaking enclosed: Yes / No
- m. Applicable fee paid:

**Declaration:**

I / We hereby declare that the proposed change or addition is not in violation of the terms of allotment, the prevailing industrial policy, zoning restrictions or any other applicable law.

Place: \_\_\_\_\_

Date: \_\_\_\_\_





Signature of Allottee / Authorized Signatory:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part L — Application / Intimation for Ancillary Display and Marketing Use**

**FORM: APPLICATION / INTIMATION FOR ANCILLARY DISPLAY AND  
MARKETING USE**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Nature of proposed ancillary use:
  - i. Product Display
  - ii. Branding
  - iii. Customer Interface
  - iv. Experience Centre
  - v. Demonstration Area
  - vi. Sampling
  - vii. Training
  - viii. Conference
  - ix. Visitor Facilitation
  - x. Other incidental use:
- e. Area proposed to be used for such ancillary purpose:
- f. Whether the principal industrial / permitted service activity shall continue to remain the dominant use: Yes / No
- g. Whether any independent trading / retail / wholesale activity is proposed: Yes / No



h. If yes, approval separately sought: Yes / No

i. Supporting layout / photographs enclosed: Yes / No

**Declaration:**

I / We hereby declare that the proposed ancillary use is connected with and supportive of the principal industrial or permitted service activity of the unit and shall not be used for independent commercial trading without written approval of BIADA.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**Part M — Application for Conversion from Leasehold Right to Freehold Right**

**FORM: APPLICATION FOR CONVERSION FROM LEASEHOLD RIGHT TO  
FREEHOLD RIGHT**

a. Name of Allottee / Lessee / Unit:

b. Plot Details:

c. Industrial Area / Cluster:

d. Lease Deed details:

e. Period of lease remaining:

f. Whether all dues to BIADA have been cleared: Yes / No

g. Whether the unit is operational, where applicable: Yes / No

h. Grounds / request for conversion:

i. Conversion fee paid / proposed to be paid as per Government notification:

j. Supporting documents enclosed:

**Declaration:**



I / We hereby declare that the particulars furnished above are true and correct and that the request for conversion is subject to the applicable provisions notified by the Government and BIADA.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Allottee / Lessee / Authorized Signatory:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Schedule XV – Exit, Part Exit and Revival Forms**

**Part A — Application for Exit**

**FORM: Application for Exit**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Allotment Letter / Lease Deed details:
- e. Date of possession:
- f. Reasons for exit:
- g. Status of possession:
- h. Details of structures, plant and machinery existing on site:
- i. Details of dues payable to BIADA, if known:
- j. Whether movable assets shall be removed within 90 days of approval: Yes / No
- k. Bank account details for refund, if any:

**Undertaking:**

I / We undertake to hand over peaceful possession of the plot / shed / premises in accordance with the Policy and acknowledge that refund, if any, shall be governed by the applicable provisions of this Policy after permissible deductions.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part B — Application for Part Exit**

**FORM: APPLICATION FOR PART EXIT**

- a. Name of Allottee / Unit:
- b. Plot Details:
- c. Total allotted area:
- d. Portion proposed to be exited:
- e. Industrial Area / Cluster:
- f. Reasons for part exit:
- g. Site plan / demarcation details enclosed: Yes / No
- h. Whether retained portion remains viable for implementation / functioning of approved project: Yes / No
- i. Whether access, utilities, environmental and safety requirements remain satisfied on the retained portion: Yes / No
- j. Details of structures / assets standing on the portion proposed to be exited:

**Declaration:**

I / We hereby declare that the portion proposed to be exited is identifiable and demarcable and is not integral to the implementation or functioning of the approved project on the retained portion.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part C — Application for Revival of Non-Operational Unit**

**FORM: APPLICATION FOR REVIVAL OF NON-OPERATIONAL UNIT**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Date of notice / order declaring or proposing to declare the unit non-operational:
- e. Reasons for non-operational:
- f. Revival plan / corrective steps proposed:
- g. Timeline sought for revival:
- h. Proposed investment and operational restart plan:
- i. Dues position and proposal for clearance of dues:
- j. Supporting documents enclosed:

**Undertaking:**

I / We undertake to revive the unit in accordance with the revival plan submitted above and acknowledge that any time granted by BIADA shall be subject to this Policy and such conditions as may be imposed by the competent authority.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature of Allottee / Authorized Signatory:**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_



**Part D — Inventory and Handover Declaration at Exit / Resumption Stage**

**FORM: INVENTORY AND HANDOVER DECLARATION RESUMPTION STAGE**

- a. Name of Allottee / Unit:
- b. Plot / Shed / Premises Details:
- c. Industrial Area / Cluster:
- d. Date of inventory / handover:
- e. Physical condition of land / shed / premises:
- f. Details of structures standing on site:
- g. Details of plant and machinery:
- h. Details of raw materials / finished goods / other articles:
- i. Utility meter status and details:
- j. Keys / physical possession handed over to:
- k. Photographs annexed: Yes / No
- l. Remarks, if any:

**Declaration:**

This inventory and handover declaration is made for the purpose of recording the physical condition and possession status of the land / shed / premises at the time of exit, part exit, cancellation or resumption, as the case may be.

Signature of Allottee / Representative: \_\_\_\_\_

Signature of BIADA Officer: \_\_\_\_\_

Name and Designation: \_\_\_\_\_

Date: \_\_\_\_\_



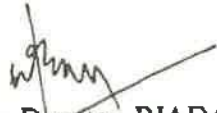
**BIADA Land Allotment and Management Policy (Revised), 2026**

  
Chairman, BIADA-cum-Secretary,  
Industries Department.

Memo No: 3720/L

Date:- 06/08/2026

Copy forwarded to:-Secretary, Industries Department /Director Industries/Director MSME, Govt of Bihar for information.

  
Managing Director, BIADA

Memo No: 3720/L

Date:- 06/08/2026

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.

  
Executive Director (Operations),  
BIADA, Patna



## LAND ALLOTMENT AND MANAGEMENT POLICY (REVISED), 2026

#BiharHaiTaiyar

उद्योग और रोजगार के क्षेत्र में रफ्तार पकड़ता बिहार

✉ [biada-bih@gov.in](mailto:biada-bih@gov.in) | 🌐 [biadal.bihar.gov.in](http://biadal.bihar.gov.in)

📷 [biada.bihar](http://biada.bihar) 📺 📺 📺 📺 📺 📺 BIADAbihar For more details : ☎ 72800041



# बिहार औद्योगिक क्षेत्र विकास प्राधिकार

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

Website-www.biada1.bihar.gov.in ,Email- biada-bih@gov.in Phone: 0612-2675002/2675998/2675991

## कार्यालय-आदेश

बियाडा निदेशक पर्षद् की 97वीं बैठक दिनांक 06.08.2026 के कार्यावली संख्या-27 में BIADA Land Allotment and Management Policy, 2026 (Revised) के अनुमोदनोपरांत कार्यालय आदेश ज्ञापांक 3879/स्था० दिनांक 14.08.2026 द्वारा प्रतिस्थापित किया गया।

Compliance Reduction and Deregulation Phase-II अंतर्गत प्राथमिकता क्षेत्र 03 के अनुपालन के क्रम में BIADA Land Allotment and Management Policy, 2026 (Revised) के अनुलग्नक-1 की कंडिका-7 सहित प्रारूप यथा लीजडीड एवं एन.ओ.सी. में पॉलिसी के सापेक्ष संरेखन हेतु आंशिक संशोधन किया गया है (संलग्न)।

इस हद तक कार्यालय आदेश ज्ञापांक 3879/स्था० दिनांक 14.08.2026 में आंशिक संशोधन किया जाता है।

सभी संबंधित को संसूचित करें।

अध्यक्ष, बियाडा का आदेश  
(दिनांक:09.10.2026)

*[Signature]*  
14/10/2026

कार्यकारी निदेशक (संचालन)  
बियाडा, पटना।

ज्ञापांक.....*4812/PSH*

दिनांक...*14/10/26*

प्रतिलिपि:-सभी कार्यकारी निदेशक, बियाडा/सभी उप महाप्रबंधक, बियाडा को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

*[Signature]*  
14/10/2026

कार्यकारी निदेशक (संचालन)  
बियाडा, पटना।

ज्ञापांक.....*4812/PSH*

दिनांक...*14/10/26*

प्रतिलिपि:-प्रबंध निदेशक, बियाडा, पटना को कृपया सूचनार्थ प्रेषित।

*[Signature]*  
14/10/26

कार्यकारी निदेशक (संचालन)  
बियाडा, पटना।

*o/c*

*[Signature]*

**Schedule IX – No-objection Certificate (Draft)**

Letter No: -

Date:-

From,  
Deputy General Manager,  
BIADA,

To,

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subject- Regarding creation of mortgage on leased property M/s. \_\_\_\_\_**

Reference: Your Letter bearing Ref No: \_\_\_\_\_ Dated \_\_\_\_\_

Dear Sir,

1. In reference to your letter dated \_\_\_\_\_, we would like to inform you that Plot No. \_\_\_\_\_ admeasuring an area of \_\_\_\_\_ Sq. Ft., has transferred/allotted vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_ in favour M/s. \_\_\_\_\_
2. In this regard, you have intimated about the credit facility against the property of \_\_\_\_\_ Plot No. \_\_\_\_\_.
3. In view of the letters and facts stated herein before, we have recorded the details of creation of mortgage in the form of \_\_\_\_\_ on the lease property M/s. \_\_\_\_\_ in favour of your Bank/Mortgagor.
4. In this regard, kindly note that in the event of sale of leasehold rights allottee shall obtain prior information about the dues including applicable transfer fee for the remaining lease hold period to BIADA. Sale of leasehold rights certificate under the SARFAESI Act, 2002 or any other law shall only be issued after payment of all dues of the BIADA, payment of transfer fee and other charges of BIADA. BIADA shall have first charge over the leasehold allotted land. BIADA will have first right to buy the mortgaged assets including legal rights if the unit goes under sale.



5. The bank or financial institution shall not, under any circumstances, keep the mortgaged leasehold land in abeyance, lock it in for an indefinite or indeterminate period, or allow the land to remain idle, unproductive or without any active industrial use after becoming non-performing assets for reasonable period from the date of taking possession of the leasehold rights.
6. Notwithstanding above, the Bihar Industrial Area Development Authority may take necessary action as prescribed under the provisions laid down in BIADA Act 1974, as amended up to date. Based on above facts we have no objection in permitting the aforesaid finance in favour of your Bank, the BIADA allotted land till such emphasized interest is addressed to in our favour.

This is for your information and needful.

Sincerely,

**Deputy General Manager, I.D.**

**Cluster, BIADA**



Schedule X -A- Lease Deed (Draft)

This INDENTURE is made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) between the Bihar Industrial Area Development Authority, Patna, a statutory authority established by the Bihar Industrial Area Development Authority Act 1974 ("BIADA Act") (hereinafter called "**the Lessor**") which expression shall unless repugnant to the context hereof shall mean and include its authorities created under the BIADA Act, its successors, transferees, assignees and nominees of the first part represented through the D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster.

AND

\_\_\_\_\_ incorporated under the provisions of the \_\_\_\_\_ having its registered/head office at \_\_\_\_\_ through, its' authorized \_\_\_\_\_ (hereinafter called "**the Lessee**") which expression shall unless repugnant to the context hereof shall mean and include its' Proprietor/Managing partner/Partners/Managing director/Directors/Managers, successors, transferees, nominees and assignees of the second part.

Whereas, the lessor is engaged in development of Industrial growth in the state of Bihar by providing land in an Industrial area declared under the BIADA ACT and the regulation framed thereunder to a willing entrepreneur;

And whereas, the Lessee expressed his/it's; desire to establish an industrial unit or otherwise utilize a piece of land in the Industrial Area \_\_\_\_\_ for purpose of setting up a \_\_\_\_\_ as per plan submitted with the application submitted by the Lessee;

And whereas, the application of the Lessee was duly considered by the committee constituted for this purpose and it was decided to transfer Plot No. \_\_\_\_\_ measuring Area \_\_\_\_\_ in Industrial Area \_\_\_\_\_;

And whereas, an Allotment/Transfer letter *vide* reference \_\_\_\_\_ dated \_\_\_\_\_ was issued to the lessee on certain terms and conditions contained thereunder;

And whereas, the Lessee has agreed to the same and upon payment of the money/instalment and submission of the requirements, the lessee was put in possession of the transferred land on \_\_\_\_\_;

And whereas, the Lessee has complied with the essential terms and conditions of the allotment letter for purpose of execution of a lease deed as agreed in the allotment letter.

**This deed of Lease witnesseth the following terms and conditions:**

**1. Cost & Maintenance Charges, etc.:**

- a. That the total Land Cost/transfer charge of the Allotted/transferred land is provisionally fixed at Rs. \_\_\_\_\_ only.
  - b. The estimated Infrastructure Development Charge/ Maintenance charge has been calculated at Rs. \_\_\_\_\_.
2. The lessee has paid first installment of Rs. \_\_\_\_\_ equal to \_\_\_\_\_% of the provisionally fixed land cost and has deposited one post-dated cheque of the balance amount of rest one installment

OR

The Lessee has paid the total provisional cost of land and hence the provisions regarding installment payments and interest thereon contained in clause \_\_\_\_\_ shall not apply.

3. The Lessee has paid the GST as applicable today and has agreed to pay the difference or shortfall if any in GST as and when intimated to him.
4. The balance amount carries interest @ 9% per annum that the Lessee shall pay the all installments together with the interest accrued thereon at timely.
5. The lessee as agreed has paid the total estimated developmental cost of Rs. \_\_\_\_\_ Only; or
6. The Lessee as agreed has paid the total estimated maintenance cost of Rs. \_\_\_\_\_.
7. The cost of Land has been presently calculated taking into consideration the cost of acquisition and compensation presently fixed in respect of the allotted land, however in case of any increase in cost of land due to increase in compensation, court order, decree or otherwise increase in cost, compensation, interest, solatium etc. the same will form part of the cost of land as if fixed under this deed and the lessee shall be liable to pay the same within 90 days from the date of intimation to the lessee notwithstanding that the lessee has had paid the entire

provisional cost in the beginning itself or has completed the installments to the Lessor. In case the installments are still due, the increased amount shall be payable with the next installment due or 90 days whichever is less.

8. The developmental cost and the maintenance charges as fixed presently will be subject to change depending upon the final accounting of cost in this regard.
9. The lessee shall not raise any protest or demur in case of increase in cost of land and developmental charges and shall not challenge the pricing which will be exclusively within the domain of the Lessor.
10. The Lessee shall pay an annual rent, maintenance charge of Rs. \_\_\_\_\_ only to the Lessor every financial year ending 31<sup>st</sup> March which would be payable in advance every year by 15<sup>th</sup> of April.
11. The annual rent is subject to increase depending upon the increase in annual rental value of the land and such other factors which may be relevant for the said purpose. The enhanced rent shall be payable from the current financial year as if the enhancement was done with effect from the first day of the beginning of the financial year;
12. Description of the leased Land is as under the schedule:

### SCHEDULE

#### Part I

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

| Industrial Area /Estate | Industrial Plot | Survey | Khata | Area | Vill. | Thana No. | P.S. | Pargana | Distt. | Sub Registry |
|-------------------------|-----------------|--------|-------|------|-------|-----------|------|---------|--------|--------------|
|                         |                 |        |       |      |       |           |      |         |        |              |

### BOUNDARY

NORTH : \_\_\_\_\_

SOUTH : \_\_\_\_\_

EAST : \_\_\_\_\_

WEST : \_\_\_\_\_

Possession taken over the plot on \_\_\_\_\_




Two copies of maps duly signed by D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster.

**Terms And Conditions of the Lease:**

**A. Period of Lease, renewal and consequences of expiry of Lease**

1. That the lease of land detailed in Part-I of the Schedule would be for a period of 90 years/60 years/30 years from \_\_\_\_\_ (the date of allotment)/ \_\_\_\_\_ (from the date of transfer) to the Lessee by the Lessor subject to renewal at the option of lessor and lessee for such period and terms and conditions as may be mutually agreed upon, subject to the condition that the lessee applies in writing for renewal at least six months before the expiry of lease.
2. That on expiry of lease, unless the lessee is in possession of a renewed lease-deed, his continuation in the demised premises shall be unauthorized and the lessee shall be treated as a trespasser on the land;
3. That the Lessee shall handover peaceful vacant possession of the land to the Lessor on expiry of lease and it will be the obligation of the lessee to remove the movables and immoveable properties belonging to the lessee at his own cost before the expiry of lease;
4. That in case of failure of the Lessee to handover the possession on expiry of lease, the lessor shall have right to repossess the demised premises and realize all cost in removal of the movables and immovable's and dispose of the same either by sale or by realizing an estimated cost from a new allottee and to appropriate the same against the cost of removal;
5. That in case, the money realized on sale or by allotment to a new lessee is found insufficient to meet the cost, the balance shall be realized from the lessee by way of a demand giving 30 days' time to pay the same, otherwise the same shall be realized by way of a public demand as envisaged under the Bihar & Orissa Public demand Recovery Act;
6. That any excess amount realized from sale of the properties belonging to the lessee shall be refunded to the lessee subject however that there are no other dues of any bank or financial Institution on the Lessee;

**B. Cancellation Of Allotment/Lease:**

1. The terms and conditions on which allotment/transfer of land has been made are to be treated as part and parcel of the lease and violation of any of the terms of allotment/transfer shall be a sufficient ground for cancellation of lease.
2. The Lessor being a statutory authority is guided by the BIADA Act 1974, Rules and Regulations framed thereunder; therefore, the present lease and parties hereof shall abide by

the provisions of the Regulations amended from time to time in relation to any of the subject of the lease.

3. The lessee shall carry on the business on the leased land only for the purpose for which the allotment has been made, violation of the condition will be enough to cancel the lease after giving an opportunity to the lessee to explain by way of a show cause.
4. The lessee shall abide by the legal provisions applicable to the said business activity and shall not do any act in violation of law.
5. In case necessary effective steps are not taken within the fixed period as mentioned in the allotment letter to establish the industry and commence the commercial production in the said industry, the competent authority shall cancel the allotted/ plot/shed and shall also forfeit the amount deposited in this connection as per the policy framed in this regard. The Authority shall, before canceling the allotments allow one month time to the allottee/transferee to show cause/put up his case.
6. The allottee on being dissatisfied with the order of the authority may file an appeal to the Additional Chief Secretary/Principal Secretary/Secretary, Department of Industry, Government of Bihar within one month and the State Govt. shall, after due consideration dispose it off within two months from the date of receipt of the appeal in accordance with the Policy framed by the state government under the BIADA Act 1974.
7. That the lessee shall pay to the Lessor all such legal expenses incurred by BIADA which were incurred in contesting a false and frivolous litigation brought by the lessee or any person claiming through the lessee or the lessor was compelled to initiate a legal proceeding for recovery of leased land upon termination /expiry of lease.

**C. Transfer of ownership of the firm leading to change of possession**

1. The Lessee shall not do or cause to be done any act which would lead to change in the constitution of the firm and whereby the ultimate control over the affairs of the present lessee is interfered with in a significant manner and which amounts to handing over the possession of the leased premises either to a different entity or to a new group of persons in the entity to which the lease is granted. In case any such change in the ownership of the lessee or possession of the lease hold land or any part thereof becomes necessary and where such changes are not likely to affect the object of the lease and where the interest and where the interest of the lessor is fully protected, the lessee may apply with the lessor for a written permission on such terms and conditions as may be agreed by the lessor in accordance with its 'transfer norms and payment of the fee prescribed thereunder. The

lessee has been aware of the transfer norms presently in vogue in the establishment of BIADA. The transfer norms is subject to change from time to time as per policy decision of the government /BIADA.

2. The transferee of a lease shall be bound to execute and register on his own cost a fresh lease-deed with BIADA on the terms and conditions and for the remaining period of the original lease.
3. The lessee may be called upon to exit the lease in case of execution of a fresh lease. The Lessor shall consider the cases of exit/transfer of lease etc. in terms of the prevailing Policy.
4. In case of a fresh lease deed with a transferee the present lessee shall continue to be liable for any outstanding dues either existing earlier or coming in the notice of BIADA within 3 years from the date of execution of fresh lease, under this lease and in case of a proprietorship firm its' sole proprietor, in case of a partnership firm all the partners of the firm and in case of an incorporated company all the directors of the company shall be jointly and severally liable for payment of the dues of BIADA as a public demand.
5. The financial institution which mortgages the lease hold land or any part thereof, in the event of sale, shall obtain prior information about the dues including the cost of the land from Bihar Industrial Area Development Authority 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 Bihar Industrial Area Development Authority is paid. No sale certificate under the SARFAESI Act, 2002 shall be issued unless the dues of the BIADA are fully paid off. The dues of BIADA shall have first charge over the leased land and upon establishment of the lessee.
6. Notwithstanding above, the Bihar Industrial Area Development Authority may take necessary action as prescribed under the provisions laid down in BIADA Act 1974, as amended up to date.
7. If and when any part of the lease 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, 1962 as agreed by the lessee or such other Act as may be in force for recovery of public demands.
8. The lessor and lessee hereby covenants and agrees as follows: -
  - a. That the lessee will not assign, mortgage, under let, sub-let or part with the possession over the land or any right or interest therein or in respect thereto without the previous written consent of the lessor and also without due approval of the lessor or his



nominee the allottee shall be under a mandatory obligation to inform BIADA about such mortgages and the concerned bank or financial institution shall take note of the priority claim/preferential claim of BIADA over the land sale proceeds. In all cases of winding up leading to sale of the lease hold right of the lessee in the land, dues of the Bihar Industrial Area Development Authority shall be a priority/preferential claim with the Financial Institution.

- b. No change in the lease, proprietorship or partnership if it is Public Company or a Private Limited Company or a registered or unregistered firm shall be recognized without the previous written information to the lessor or his nominee and before payment of requisite fee.
- c. If the lessee assigns its lease hold interest with the written consent of the lessor in the manner provided hereinabove in respect of transfer of ownership and possession with respect to the land described in Part-I 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 such permission is granted in accordance with the transfer norms of BIADA together with the payment of requisite fee and then shall take possession of the holding and will possess and use the land and will be bound by the terms, covenants and conditions herein contained.
  - i. That due to particular and essential requirement of a lessee dealing with project falling under the permitted category for grant of sublease proposed on the leased land, the lessee will have power to assign, sublease, underlet or sublet either in whole or in part the constructed portion of the said unit to a third party for a limited period not exceeding the leased period under this deed with prior intimation of the lessor before such assignment, subleasing, under letting or subletting. The lessee shall also deposit a subleasing fee at the rate prescribed by the authority from time to time.
  - ii. Sub lease shall be permitted with prior intimation to BIADA and will be for a purpose for which the land was initially allotted. However, if the sublease is for a purpose other than what was allowed in the lease, the lessee will have to seek prior permission of BIADA and BIADA may in such cases where either the prior permission has not been obtained and the requisite fee has not been deposited as also in those cases where the sublease cannot be allowed ,take

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immediate action for cancellation of sublease and resume possession of the said subleased portion only without incurring any liability to the lessee or the sub lessee.

- iii. That the lessee (principal lessee) shall be under an obligation to protect and preserve the interest of the lessor (BIADA) in concluding any Sub Lease Agreement and any harm/injury to the interest of the lessor in any form or in any manner shall entitle the lessor to take action against the lessee and/or the sub lessee and the lessor would be entitled to recover the damages from the lessee and/or the sub-lessee either jointly or severally after giving a 30 days' notice to show cause and opportunity to represent their case.
- iv. Provided further that the lessee would be liable to the lessor for any of the actions/violations by the sub lessee, assigned or the lessee of the terms and conditions of the lease deed, allotment order or any law in force at the relevant time and under such conditions, the lessor would be entitled to take appropriate action under Clause 7 of the lease deed against the lessee including cancellation of the allotment and lease deed if the violation is normally not corrected within a period of 30 days from the issuance of notice in this regard.
- v. The terms of sub lease shall not confer any rights beyond the terms of the principal lease deed and any such rights if conferred shall be considered null and void.
- d. That if subsequently any or entire part of the said land is required by the State Govt. or the Bihar Industrial Area Development Authority for a public purpose (of which matter the State Govt. or the Bihar Industrial Area Development Authority shall be the sole judge) the lessee shall, on being asked by the State Govt. 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.

- e. If at any time the said land or any part or parts thereof is no longer required by the lessee for the purpose for which it is leased out to him, the lessee may exit the same to the lessor, in accordance with the prevailing exit policy or the lessee may transfer the lease hold right to any other party with the prior approval of the lessor in accordance with existing transfer norms. In case of exit of the land, the lessee shall get refund for the period the lessee did not avail the lease as per prevailing exit norms. But in case of forfeiture pursuant to cancellation or otherwise, the lessee shall not be entitled to any refund.
- f. It is also clarified that such transfer may be allowed only for industrial purpose and in case, transferee wishes to utilize the land for any industry other than the purpose for which the land was allotted to transferor and in case of Service, the lessor shall charge the rates as per norms of lessor prevailing at the time before allowing such transfer and may execute a fresh lease deed with the new unit/ transferee for the remaining of lease period.
- g. If the lessor accepts the offer made under the foregoing clauses, the lessee shall be entitled, within three months from the date of communication of acceptance to him, to remove all building or structure erected on the said land or part thereof, unless BIADA also consents to keep the standing building or structure on the land and in such cases, compensation shall be given to outgoing lessee deducting the fees of valuer and applicable administrative charges.
- h. That the lessee will not make any excavation upon any part of the said land 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.
- i. That if the lessee's wish 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.
- j. The building or any construction shall take place as per the norms approved by the lessor and as amended from time to time.
- k. That the lessee shall submit the plan for building or erection within three months of the delivery of possession of the land to the lessor. Provided that the lessor may extend

4

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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 land.
  - 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.
    - i. The lessee may, subject to the terms of allotment, applicable zoning norms, building bye-laws and such conditions as may be specified by BIADA, utilize the allotted plot, shed, building or premises for product display, branding, customer interface, experience centre, demonstration area, marketing, sampling, training, conference, visitor facilitation and other incidental purposes connected with and supportive of the principal industrial or permitted service activity of the unit.
    - ii. The lessee shall not use, nor permit the use of, the allotted plot, shed, building or any part thereof for trading, retail trading, wholesale trading or any other activity in the nature of independent commercial trading in the allotted area, without the written approval of BIADA.
  - 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/transfer letter and extensions if any thereafter, failing which, necessary legally action may be initiated following due process as per BIADA Act.
  - 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.
  - q. That the lessee has to submit his annual return to the lessor for the year ending on 30<sup>th</sup> June within two months of the closing of the year. After coming into production/operation, if the unit remains closed for more than 6 months on account of any dispute or otherwise, the lessee, shall inform the reasons to the lessor within 30 days of the completion of these 6 months period. The lessee shall take prompt action for re-opening of the unit.
9. In case of breach by the lessee of any of the terms and conditions mentioned in this lease deed or of any order/direction of the Lessor or the State Government, 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 re-entry, the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor, a reasonable opportunity to show cause and to rectify the omissions or defects, if any.

10. In the event of repossession of the leased premises by the State Govt. or Bihar Industrial Area Development Authority due to a policy decision, the lessee shall be entitled to remove within three month from date of such notification of the intention to repossession, all buildings, structures, installations, machinery and other assets from the said land, failing which the State Govt./Bihar Industrial Area Development Authority shall be competent to remove/auction the aforementioned items and deal with the proceeds as stated in respect hereinabove.
11. 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 through the D.G.M (I.D)/Executive Director (I.D)BIADA 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, with a provision of appeal before the Additional Chief Secretary/Principal Secretary/Secretary, Department of Industries, Government of Bihar.
12. That lessee and any sub lessee or person(s) claiming through him shall be bound by such decisions of the Govt. and the Authority with regard to the change in Rules/Policies and norms if any as may be made from time to time.
13. 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, subject to provisions of law. The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.
14. The lessee also agrees to abide by all the terms and conditions set out in the allotment/transfer letter and violation of any of those will be deemed as valid ground for cancellation.
15. Notwithstanding anything contained hereinbefore, it is unequivocally admitted by the allottee/transferee that the proportionate share of 25% of construction and maintenance cost of CETP to be received from all the allottee/transferee of the concerned I.A./I.E./I.G.C./M.I.P etc. shall be remitted in full by the allottee/transferee forthwith.



16. No amendment, modification, variation, supplement, waiver, or alteration of this Lease Deed, or of any of the terms and conditions contained herein, shall be valid or binding unless the same is made in writing and executed by the Parties hereto with the prior written permission/approval of the Lessor. Any purported amendment made without such prior written approval shall be void and of no effect. Any such amendment or ancillary cost shall be borne by the lessee.
17. All stamp duty, surcharge, cess, registration charges, fees, incidental expenses, and all other levies, duties, costs and outgoings arising out of, in connection with, or incidental to the execution, registration, implementation, enforcement, amendment, or renewal of this Lease Deed shall be borne and paid entirely by the Lessee alone.

IN WITNESS THEREOF THE COMMON SEAL OF \_\_\_\_\_ through  
\_\_\_\_\_ has hereinto been affixed and those present signed.

**Authorized Signatory**

For and behalf of the M/s \_\_\_\_\_.

**WITNESS:**

1. \_\_\_\_\_
2. \_\_\_\_\_

In witness whereof the hand of D.G.M (I.D), BIADA, \_\_\_\_\_ Cluster 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 Bihar Industrial Area Development Authority

4

12

D.G.M (I.D), \_\_\_\_\_ Cluster  
Bihar Industrial Area Development Authority

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_

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 \_\_\_\_\_



Schedule VII – Allotment Letter for Plot (Draft)**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 to \_\_\_\_\_ Unit Name \_\_\_\_\_ in  
Industrial Area \_\_\_\_\_

**Ref: Your application No.** \_\_\_\_\_ **dated** \_\_\_\_\_

Sir/Madam,

Upon the recommendation of the PCC dated \_\_\_\_\_ it is to hereby inform you that Unit Name \_\_\_\_\_ admeasuring \_\_\_\_\_ on plot no. \_\_\_\_\_ in Industrial Area \_\_\_\_\_ of \_\_\_\_\_ cluster for establishment of \_\_\_\_\_ (Product/Service Name) is being allotted to you on the lease of \_\_\_\_\_ years on “as is where is basis” unless specified.

It is hereby agreed that:

1. The Allottee shall abide by the terms and conditions as laid down under Clause 17 of the BIADA Land Allotment and Management Policy, 2026 (Revised), 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 Land Allotment Fees and other applicable charges as per the **Annexure-2** of this allotment letter.



3. The conditions of time frame for Initiation of Commercial Production/Operations 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: \_\_\_\_\_

**Deputy General Manager, I/c Land Allotment**

BIADA, Patna

**Annexure:1**

(Under Clause 18 of the BIADA Land Allotment and Management Policy, 2026 (Revised)  
(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:**

1. The Allottee shall have to pay Land Allotment Fees and other applicable charges.
2. 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.
3. 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.
4. 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.
5. The allottee shall indemnify BIADA against all claims, losses, damages, 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.
6. 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 installments and other charges within the stipulated time an 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).
7. . Allottee shall commence the construction on the allotted plot after intimation to BIADA and obtain approval on building plan/map from BIADA in accordance with prevailing building bylaws within two months from getting the possession of the plot.

7A. The Allottee is permitted for ancillary display and marketing use for part of the allotted

plot. The allottee may, subject to the terms of allotment, applicable zoning norms, building bye-laws and such conditions as may be specified by BIADA, utilize the allotted plot, shed, building or premises for product display, branding, customer interface, experience centre, demonstration area, marketing, sampling, training, conference, visitor facilitation and other incidental purposes connected with and supportive of the principal industrial or permitted service activity of the unit.

7B. The allottee shall not use, nor permit the use of, the allotted plot, shed, building or any part thereof for trading, retail trading, wholesale trading or any other activity in the nature of independent commercial trading in the allotted area, without the written approval of BIADA.

8. 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 20 of Land Allotment and Management Policy (Revised), 2026.
9. 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.
10. 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.
11. The applicant may register to SIPB (State Investment Promotion Board) through Single Window Clearance Portal ([www.swc2.bihar.gov.in](http://www.swc2.bihar.gov.in)) for stage I clearance and other necessary clearances from other concerned departments as per SIPB, Industry department guidelines.
12. 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.
13. Land will be allotted on As-Is and where-Is basis unless specified and no further claim will be entertained against it.
14. 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.

15. Any subsequent change in the nature and composition of ownership of the Allottee can be done after intimation to BIADA subject to following the due process and payment of requisite fee as per the circular/policy/ order in vogue at the relevant point of time.
16. 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.
17. 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.
18. 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
  - b) standing thereon; and/or
  - c) Forfeit amount that may have been deposited with BIADA; and/or
  - d) Initiate such other action permitted under the law.
19. 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.
20. 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.
21. 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. : |
| Infrastructure Development Charge per Sq. ft. | Land Allotment Fees              |
| Industry Category                             | EMD Amount:                      |

2. **BIADA Online Payment Portal:**

<https://biadacollect.com/Register.aspx>

3. **Upfront Payment Structure:**

| Upfront Payment Structure<br>(Upfront Payment to be made within one month from the date of allotment) |                                   |                 |                    |                                   |                   |                        |
|-------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------|--------------------|-----------------------------------|-------------------|------------------------|
| Land Lease Premium                                                                                    | Infrastructure Development Charge | Land Lease levy | Maintenance Charge | Demarcation and Survey Map Charge | Any Other Charges | Total Upfront Payment* |
| 1                                                                                                     | 2                                 | 3               | 4                  | 5                                 | 6                 | 7                      |
|                                                                                                       |                                   |                 |                    |                                   |                   |                        |
| * EMD (If any) will get adjusted from "Total Upfront Payment" amount.                                 |                                   |                 |                    |                                   |                   |                        |
| ** The above payments are subject to applicable taxes.                                                |                                   |                 |                    |                                   |                   |                        |

4. **Annual Payment Schedule:**

| 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                    |
|                         |                        |                    |                           |                      |

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

5. Half-Yearly Installment Schedule (From Date of Allotment):

| 1 <sup>st</sup> Installment |               |       | 2 <sup>nd</sup> Installment  |               |       |
|-----------------------------|---------------|-------|------------------------------|---------------|-------|
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 3 <sup>rd</sup> Installment |               |       | 4 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 5 <sup>th</sup> Installment |               |       | 6 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 7 <sup>th</sup> Installment |               |       | 8 <sup>th</sup> Installment  |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |
| 9 <sup>th</sup> Installment |               |       | 10 <sup>th</sup> Installment |               |       |
| Principal Amt.              | Interest Amt. | Total | Principal Amt.               | Interest Amt. | Total |
|                             |               |       |                              |               |       |

6. Maintenance Charges Schedule: It is chargeable yearly at the rate notified by BIADA from time to time on a per sq feet basis of allotted area hence it is Rs. \_\_\_\_\_ per sq feet and in total Rs \_\_\_\_\_ per year.

7. 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.

202

- **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.

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**Annexure3A-Timelimit 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.

| Sl. No. | Industry Category | Timeline for Commercial Production/Operations |
|---------|-------------------|-----------------------------------------------|
| 1.      | Micro             | 18 months                                     |
| 2.      | Small             | 24 months                                     |
| 3.      | Medium            | 30 months                                     |
| 4.      | Large             | 36 months                                     |

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**Annexure3B: Terms and Conditions non-adherence of the activity and the time frame**

**Apart from the terms and conditions mentioned above, conditions which shall invite cancellation of the allotment of and/shed and lease deed, if any, are as follows: -**

1. 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.
2. Non-adherence of the schedule of activity and the time frame given below.
3. 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 (Revised).
4. If all dues, rent, charges of the authority have not been paid within time.
5. If any construction contrary to the application has been carried.
6. If any activity injurious to industries has been engaged into.
7. Using the plot for any purpose other than the purpose approved by BIADA.
8. Change in the shareholding of entity without intimation of BIADA.
9. Sub-lease of the plot except the cases where and to the extent of sublease, permitted by BIADA.
10. Non-payment of dues as per timeline specified in BIADA Land Allotment and Management Policy, 2026(Revised).

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