

Jharkhand Industrial Area Development Authority (Ranchi Region)

5th Floor, JIADA Central Office, Namkum Industrial Area, Lowadih Ranchi-834010
Phone: 0651-2460408, Telefax: 2460125, email-mdjiada@gmail.com

REVISED LAND ALLOTMENT ORDER

Letter No. 174

Date: 07/02/2018

From:

Ajay Kumar Singh,
Regional Director.

To,

Shri Sudhir Dhingra, Partner,
M/s. ORIENT CRAFT FASHION PARK (ONE LLP),
Plot No.80P, Sector-34, Near Hero Honda Crossing,
Gurugram-122001.

Sub:- Revised land allotment of 24.78 Acres of land to M/s. ORIENT CRAFT FASHION PARK (ONE LLP), Hotwar Industrial Area, Ranchi (herein the Allottee).

In continuation of allotment order letter No.609 dated 18.04.2017 issued by this office to the addressee Allottee and after payment of a sum of Rs.44,75,85,380.00 (Rupees Forty four Crores Seventy Five Lakhs Eighty Five Thousand Three Hundred Eighty) only (Land price @ Rs.1,80,62,364.00 per Acre) Calculated 1st installment of Land Price Rs.4,47,58,538.00 + Service Tax Rs.67,13,781.00 total Rs.5,14,72,319.00) towards premium of land (deferred payment of land premium may be allowed up to ten equal installments spread for a period of five years) through RTGS on 11.04.2017 (Money Receipt No.22003 issued dated 12.04.2017) and as per decision taken in Project Clearance Committee (PCC/LAC) of the Authority held on 07.04.2017, the Authority hereby allots 24.78 Acres as per land schedule of transferred land (herein the said Land) more fully described in the schedule to this order, to the addressee Allottee for a period of thirty (30) years of lease terms on the following terms and conditions:-

1. That the scheduled Land is allotted to the Allottee (i.e. M/s. ORIENT CRAFT FASHION PARK ONE LLP) by the Authority for developing "**Industrial Park**" with **Plug-N-Play Industrial Building**.
2. That the period of tenure of allotment/lease in respect of the scheduled land shall be for a period of 30 (thirty) years from the date of Allotment order. Annual rent and other charges shall be paid by the Allottee to the Authority as decided by the Managing Director of the Authority.

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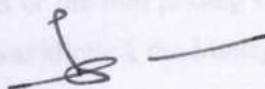


3. That the tenure of allotment as above shall be subject to extension at the option of the Allottee. In order to get the tenure of lease extended, the Allottee shall make a written request to the Authority three months prior to expiry of lease period. After considering the request of the Allottee objectively, the Authority shall extend the tenure of allotment for another period of 30 (thirty) years on payment of processing fee of Rs.10,000.00 for land up to 1.0 acres Rs.25,000.00 for land above 1.0 acres up to 3.0 acres and Rs.50,000.00 for land over 3.0 acres or as decided by the Authority from time to time and on furnishing declaration to the Authority that it/he/she shall utilize/permit the utilization of the land only for the purpose it has been allotted and that the conditions of the Land Allotment Order, indemnity bond and lease deed is acceptable to it/him/her and that the Allottee is not in default in payment of dues of the Authority and any statutory dues or dues of any financial institution payable by the Allottee.
4. That the Allottee shall have to execute an indemnity bond giving its declaration and undertaking about acceptance of terms and conditions as contained in this Land Allotment Order within 7 (Seven) days from the date of receipt of this letter.
5. That the Allottee shall have to pay an annual rent of Rs.5,000/- (Rupees Five Thousand) only per acre per annum i.e. Rs.1,23,900.00 (Rupees One Lakh Twenty Three Thousand Nine Hundred) only and annual maintenance charges of Rs.7000/- (Rupees Seven Thousand) only per acre per annum i.e. Rs.1,73,460.00 (Rupees One Lakh Seventy Three Thousand Four Hundred Sixty) only on or before 31st March of each year and monthly street light charges of Rs. Nil only as demanded by the Authority. The rent, maintenance charges and street light charges shall be revised from time to time by the Authority and shall be payable by the Allottee.

The Allottee shall also have to pay yearly rent and cess at prevalent rate of land of that mauza (for Revenue Department) as per letter no. 54(1) x 37/2016 dated 10.03.2017 and 61(1) x 37/2016 dated 16.03.2017

6. That the unit is Textile Park, hence it shall have the option to pay the total land premium, land development charges calculated and fixed (provisional) by the Authority, in 10 (ten) equal installments (without interest) spread over 05 (five) years. If the Allottee fails to pay installments in time, interest of 15% shall be levied on such installment from the due date. No rebate shall be admissible in this regard and the Authority reserves its right to make change in the rate of interest. Delivery of possession of land shall be made to the unit by the Authority on payment of first installment and the schedule for payment for the remaining (9) nine installments as per provisional letter no.590 dated 10.04.2017 and as per the provisions of Jharkhand Industrial Area Authority Regulation 2016 (as amended).

7. That the Land Allotment Order of M/s. Orient Craft Fashion Park one LLP, Hotwar Industrial Area, Ranchi is provisional subject to payment of 2nd to 10th installments. In addition to the total land premium, the Authority reserves its right to make change in the rate of interest from time to time and the revised shall be payable by Allottee.
8. That in the event of non-payment of the aforesaid outstanding amount (rent, maintenance charges, installments etc) on demand by the Authority within the period stipulated in the letter of demand, the Authority shall have right to cancel the Land Allotment Order, terminate the lease deed and forfeit the amount paid by the Allottee and realize the dues, if any, with interest @ 15% p.a. by sale of structure standing over the cancelled plot and from other properties of the Allottee under the provisions of Bihar & Orissa Public Demand Recovery Act, 1914.
9. That on payment of first installment of total land premium and execution of indemnity bond, the Authority shall hand over the physical possession of land within ten (10) days from the date of issue of the Land Allotment Order. At the time of taking physical possession of the allotted land, the representative of the Allottee shall remain present along with men and material for making demarcation of the land, physical possession of which shall be handed over to the representatives of the Allottee by the officials of the Authority.
10. That upon completion of aforementioned requirements, the Allottee shall have to get the lease deed executed by the Authority in its favour within a period of three months from the date of taking physical possession of the land. The cost of execution of lease deed, registration thereof and the expenses incidental thereto shall have to be borne by the Allottee.
11. That the Authority shall hold periodic inspection of allotted land to ensure proper utilization of allotted land and progress about development of "Industrial Park" as per plan towards implementation of the project and the Allottee binds itself/himself/herself to extend all co-operation to the inspecting personnel and provide realistic information and shall not conceal any aspect of the ongoing activities on the land, failing which the Allottee shall make itself/himself/herself liable for initiation for action for cancellation of land. Non co-operation of the Allottee shall also mean and include avoiding and refusing to receive any valid communication including notice from the Authority by the Allottee including its/his/her representative, not allowing entry of the officials of the Authority inside the land and refusing to sign on the on-spot report prepared by the inspecting officials.



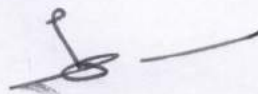
12. That in the matter of employment, the Allottee shall give preference to the local people and if required, shall make proper arrangement for imparting training to them.
13. That the Allottee shall pay possession fee of Rs.4,000.00 (Rupees Four Thousand) only or such amount as decided by the Authority from time to time to the Authority before taking delivery of possession of the allotted land.
14. That the status of the Allottee shall be of the licensee until the lease deed is executed and registered by the Authority in favour of the Allottee and the Allottee shall abide by the provisions relating to its/his/her being a licensee in respect of the property during the period.
15. That the Allottee shall submit a plan of the factory/shed or/ and building plan etc. for industrial park along with necessary documents for approval of the Managing Director of the Authority as 'Controlling Authority' under the Building Bye Laws of the Authority/ Jharkhand Restrictions of Uses of Land Act for approval of Chief Inspector of Factories/ Inspector of Factories within six (6) months from the date of taking delivery of possession of land. The failure of the Allottee in submitting factory/shed plan or/ and building plan of industrial park for approval shall entail late action fee @ Rs.1.00 per sq ft per month. Managing Director shall also respond to the Allottee within 90 days of submission of plan with necessary approval. However, if warranted the Authority may ask for clarification/modification and submission of revised plan. In case no communication is received from the Authority within 90 days from the date of submission of plan/revised plan, it shall be construed as deemed approval of plan and Allottee shall start construction as per the revised plan submitted for approval.

The Chief Inspector of Factories/ Inspector of Factories shall dispose of application for the factory/ shed or/ and building plan within the prescribed time limit of 30 days from the date of receipt of plan from the Managing Director of the Authority.

16. That the Allottee shall start development/construction of the Industrial Park as per approved plan within 6 (six) months from the date of approval/deemed approval of plan. In the event of failure of the above, late action charges @ Rs.1.00 per sq.ft. per month shall be payable by the Allottee to the Authority on demand and in the event of failure on the part of the Allottee in payment of demanded amount, the Allottee shall make itself liable for action as warranted under the facts and circumstances of the case.
17. That the Allottee in the event of making any construction without prior approval of Managing Director or any deviation from the approved plan of construction or use of land /shed for any non-industrial purposes or the unit putting to the land to use for purposes other than the purposes for which it was allotted, the Managing Director of the Authority

shall have the option to charge the cost and rent of the land/shed of the entire period of remaining in use of such land/shed at the prevailing/current market rate to be determined by the Managing Director of the Authority and shall have option to cancel the allotment, terminate the lease deed, if executed, and forfeit the land premium and resume land/ shed in question after thirty days from the date of order of cancellation and no compensation will be payable to the Allottee either for the unexpired period of lease, or for the structure, building, installations and immovable assets in any shape or form erected thereon.

18. That the Allottee shall go into development or show substantial progress towards the implementation of the project within six months from the date of approval/deemed approval plan and shall start construction work with the margin money shown in the project report and shall start development with its/his/her Equity Contribution. In the event of failure of the above the Allottee shall make it self-labile for action as warranted under Jharkhand Industrial Area Development Authority Regulation.
19. That the Allottee shall be required to make fully functional Textile Park on the said land within stipulated period (two years for MSME and five years for other enterprises) from the date of land allotment and taking over possession thereof. However, in special circumstances the Managing Director of the Authority may grant reasonable extension for completion of the development of the Industrial Park on the said land.
20. That in the event of the Allottee either not utilizing or underutilizing the allotted land for the purpose for which it was allotted, the Managing Director of the Authority shall initiate action for cancellation of allotment in case of non-utilizing the land for the purpose for which it was allotted. In the event of under-utilizing the land, action shall be initiated for cancellation of under/unutilized portion of land in accordance with the principles of natural justice. If the Allottee, in reply to a show cause, gives undertaking with time frame to utilize and unutilized portion of land, then in the event of the violation of undertaking the Allottee shall be liable for non-action charges @ Rs. 10.00 per sq.ft per month. Even after imposition of non-action charges, if the Allottee fails to abide by the undertaking, the concerned portion of the land shall be cancelled/ terminated, forfeit the amount paid by the Allottee shall be forfeited and all the dues realized by observing the principles of natural justice and action shall be taken for recovery of non-action charges under Public Demand Recovery Act, 1914 and Rules framed thereunder.
21. That in case the proposed project is not set up or fails to come into development by the Allottee within stipulated period (two years for MSME and five years for other enterprises) from the date of allotment or within such extended period as allowed by the Authority after considering the circumstances, deposit towards land premium along with the construction, fixtures etc. thereupon shall be liable to be forfeited by the Authority.

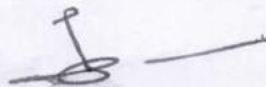


In case necessary effective steps are not taken within the fixed/extended period to establish the project by the Allottee, the Managing Director of the Authority shall in such condition cancel the Allotment Order of the allotted land and also forfeit the amount towards land premium by observing the principles of natural justice.

22. That in case of violation of provision 29 (ii) of the Authority's Regulations 2016, as amended the Allottee shall be punishable with fine which may extend up to Rs.10,000.00 or simple imprisonment for a term which may extend to six months or both and in case of continuance of violation with a further fine which may extend to Rs.100.00 per day after conviction as above.
23. That the Allottee shall not make any change either in the name of the Allottee or the constitution of the unit of lease hold right of the unit or merge/demerge/amalgamate the unit without prior permission of the Managing Director of the Authority.
24. That under no circumstances the Allottee shall be entitled to transfer the allotted land to it/him/her and hand over physical possession of the said land to any other person/entity/entrepreneur without prior written consent/approval/permission of the Managing Director of the Authority. Transfer of allotted land by the Allottee in any manner whatsoever without prior written consent/approval/permission of Managing Director of the Authority shall be illegal and not binding on the Authority and the Allottee shall be liable for prosecution under criminal law. Violation of this undertaking by the Allottee shall entail cancellation of the Land Allotment Order, termination of lease deed, if executed, and forfeiture of land premium deposited by observing principles of natural justice.
25. That the Allottee shall not be entitled to sub lease the allotted land, to any person/entity/entrepreneur/organization. Violation of this condition, the Managing Director of the Authority shall in such condition shall cancel the Allotment Order of the allotted land, termination of lease deed, if executed and also forfeit the amount towards land premium by observing the principles of natural justice.
26. That the Allottee shall obtain water, drainage and power connection etc. by making application in prescribed form to the respective authorities. Environmental clearance, fire clearance as well as ground water clearance, if required to be obtained at any stage during the tenure of allotment, the Allottee shall obtain these clearances on its own and the Authority shall in no way be responsible for the delay or rejection of application of the Allottee for the above.

27. That if the Allottee hands over physical possession of the Allotted Land to any other person/entity/entrepreneur/organization without having been authorized by the Authority, the Authority shall treat possession of that person/ entity /entrepreneur/ organization over the land as unauthorized and take recourse for recovery of possession including invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971 for recovery of possession. The Allottee shall be liable to pay irregularity charges @ Rs.5.00 per sq.ft. per month to the Authority besides making itself/himself/herself liable for initiation of cancellation proceeding. Recovery of irregularity charges as above shall be subject to Bihar & Orissa Public Land and Recovery Act, 1914.
28. That if subsequently any part or parts of the allotted land is required by the State Government or the Authority for public purposes, of which the State Government or the Authority shall be the sole judge, or if it is found that any portion of the land is not used by the Allottee for the purposes it was allotted, the Allottee shall on being asked by the State Government or the Authority transfer such part or parts of the land as the State Government or the Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Government or the Authority, as the case may be, shall pay back to the Allottee a sum proportionate or equal as the case may be, the cost of land and its development, if any, earlier realized from the Allottee together with compensation for buildings and other structures constructed/erected with approval in writing of the Authority on such part or parts of the land, at the valuation to be determined by the State Government or the Authority on obtaining report from the Civil Engineer authorized by them in this behalf and the decision of the State Government or the Authority shall not be questioned before any Authority or in any Court of law.
29. That the trees standing on the allotted land shall be property of the Authority and shall not be removed by the Allottee without prior permission of the Authority in writing. The Allottee shall erect tree guard of the plants in its/his/her boundary at it/his/her cost.
30. That the Allottee shall obtain the Consent to Establish or No Objection Certificate (whichever applicable) before construction work and the Consent to Operate, as applicable, before commencement of production, if applicable in the allotted land from Jharkhand State Pollution Control Board and ensure that the activities of the Allottee are environment friendly.

31. That the Allottee shall abide by the rules and regulations framed by the Authority and the instructions issued from time to time regarding use of land, any charges or other allied matters. The Allottee shall comply with the rules and regulations of the Authority or Jharkhand Industrial Policy applicable to the Authority.
32. That the Allottee shall keep the allotted land for plantation for maintenance of ecological balance in the industrial area and shall utilize that portion accordingly as per the approved Building Plan.
33. That any violation of the conditions of Land Allotment Order, lease deed, indemnity bond or Regulations of the Authority or provisions of Jharkhand Industrial Policy as applicable or provisions of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 24 of 1992) as adopted by the Government of Jharkhand vide Notification No.339 dated 02.03.2001 issued by the Secretary, Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001, shall entitle the Managing Director of the Authority to cancel the Land Allotment Order, terminate the lease deed and forfeit the lease premium and take possession of the cancelled land by observing the principles of natural justice and pass order to the effect.
34. That in case of breach of any of the conditions of terms of allotment or this indemnity bond and the lease deed, if executed, the Managing Director of the Authority shall have right to resume and enter upon the allotted land/plot/shed without payment of any compensation to the Allottee and shall also forfeit the land premium, if any paid and other sums paid by the Allottee and thereafter the interest of the Allottee in plot/land/shed shall cease and lease deed, if executed shall stand determined.
35. That under no circumstances sales of the allotted plot/land/shed shall be allowed/be permissible by the Allottee. In the event of non-requirement or inability of the Allottee to utilize the allotted plot/land/shed, the Allottee shall surrender the same to the Authority and Authority alone and to none else and violation of this term shall result in cancellation of allotment, forfeiture of premium and determination of lease deed if executed and also prosecute under penal law of the land.
36. That if the Allottee continues to be in possession of the cancelled plot and carry out any activity either alone or with co-operation of somebody else, possession and use of such land shall be treated as unauthorized for which the Allottee shall be liable for payment of penalty @ Rs.15.00 per sq.ft. per month to the Authority until the Allottee hands over vacant possession of the land in question to the Authority. The Allottee shall make payment of entire amount of penalty as above within 30 (Thirty) days of the date of demand to the Authority failure which the Authority shall recover same by invoking the



provisions of Bihar & Orissa Public Demand Recovery Act, 1914. The penalty as above, if not paid voluntarily by the Allottee, shall be subject to recovery by invoking the provisions of Bihar & Orissa Public Demand Recovery Act, 1914. Recovery of possession of land as above shall be made by the Authority if not voluntarily handed over by the Allottee to the Authority, by invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

37. The Allottee has also to pay valuation cost of the constructed quarter and boundary wall on the land.

LAND SCHEDULE

**DETAILS OF LAND TO BE LEASED OUT
M/S. ORIENT CRAFT FASHION PARK (ONE LLP),
Hotwar Industrial Area**

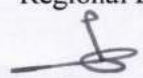
**Village : Hotwar
Thana No. : 180
Thana : Ranchi
Dist. : Ranchi**

Khata No.	Survey Plot No.	Area
74	271P	5.70
74	272	0.94
74	273	0.40
74	274P	2.16
74	284P	0.54
74	285P	0.34
74	286P	0.59
89	287	0.03
89	288	0.12
74	289	1.23
74	290	0.72
89	291	0.15
89	292	0.45
89	293	1.04
89	294	0.72
89	295	0.30
74	296	1.10
55	297P	0.75
55	298P	0.06
74	307P	0.22
74	308	0.13
74	309	0.15
89	310	0.02
74	311	0.04
89	312	0.02
74	313	0.08
89	314	0.03

74	315	0.19
89	316	0.03
74	317	0.19
89	318	0.03
74	319	0.20
89	320	0.03
74	321	0.20
74	322	0.20
74	323P	0.18
89	324P	0.17
74	325P	0.17
89	326P	0.05
74	327P	0.33
89	328	0.08
74	329	0.15
74	330	0.15
89	331	0.08
74	332	0.17
88	333	0.55
89	334	0.09
74	335	0.19
88	336	0.18
89	337	0.38
87	338P	0.37
87	339P	0.09
89	343P	0.42
89	344P	0.15
89	345P	0.35
74	346	1.12
55	1243	0.04
55	1244	0.22
		Total Area: 24.78 Acre

BOUNDARY
As per Survey Plot No.

North	:	By Survey Plot No.114 P, 138 P, 139 P & Village Road.
South	:	By Survey Plot No. 343 P, 339 P, 325 P, 324 P, 337 P, 307 P & Khelgaon Road.
East	:	By Survey Plot No. 271 P, 297 P, 1244 P, 298 P, 307 P & Incl. Boundary.
West	:	By Survey Plot No. 271P, 247 P, 295 P, 284 P, 286 P, 247 P, 352 P & Incl. Boundary.

Regional Director,

 6-2-18
 JIADA, Ranchi Region.

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