

JHARKHAND INDUSTRIAL AREA DEVELOPMENT AUTHORITY,
ADITYAPUR REGION, JAMSHEDPUR

LAND ALLOTMENT ORDER

No. 384 /AR

Date: 16.12.17

From:

Regional Director.
Vikash Bhawan,
Tata-Kandra Main Road,
Adityapur, Saraikella-Kharsawan.

To,

Mr. Shivdarshan Prasad Gupta,
Proprietorship
M/s. KISHORI POLYFABES.
18, New Layout, Sitaram Dera,
Jamshedpur - 831009

Sub: Allotment of **44,866.80 (Forty four thousand eight hundred sixty six and decimal eighty Only) sq. ft of land/shed** to **M/s. KISHORI POLYFABES.** herein the unit.

In continuation of provisional allotment letter No. *Nil* dated by this office to the addressee unit and payment of a sum of Rs. **1,12,21,121.00 (Rs. One crore twelve lakh twenty one thousand one hundred twenty one Only)** towards full land premium/shed or towards first installment of premium of land (in case of mega IT industry) through Money receipt no. **43613 dt. 05.09.2017, 43646 dt. 27.09.2017 & 43665 dt. 09.11.2017** or through e-payment (*give details of payment*), as per decisions taken in Project Clearance Committee (PCC) of the Authority held on **01.06.2017** followed by the decisions taken by the Land Allotment Committee (LAC) in its meeting held on **01.06.2017** the Authority hereby allots **44,866.80** sq. ft. of land/ shed, herein 'the land/shed' more fully described in the schedule to this order, to the addressee unit for a period of thirty (30) years on lease terms on the following terms and conditions:-

1. That the scheduled land/ shed is allotted to the unit by the Authority for setting up *Rigid PVC Pipe* in the command area of the unit for manufacturing of *Rigid PVC Pipe*
2. That the period of tenure of allotment in respect of the scheduled land/ shed shall be for a period of 30(thirty) years from the date of allotment _____ and annual rent and other charges shall be paid by the unit to the Authority as decided by the Managing Director of the Authority.
3. That the tenure of allotment as above shall be subject to extension at the option of the parties. In order to get the tenure of lease extended, the unit shall make a written request to the Authority three months prior to expiry of lease period. After considering the request of the unit 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 by the Authority that it/he/she shall utilize the land only for the purpose it has been allotted and that the conditions of 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 unit.
4. That the unit shall have to execute an indemnity bond giving its declaration and undertaking about acceptance of terms and conditions as contained in the letter of allotment within 7 (seven) days from the date of receipt of this letter
5. That the unit shall have to pay an annual rent of Rs. **8,858.00**(*Eight Thousand eight hundred fifty eight Only*) per acre per annum and annual maintenance charges/levy of Rs. **12,401.00** (*Twelve Thousand Four Hundred and one Only*) per acre per annum on or before 31st March of each year and monthly street light charges of Rs. **250.00**(*Two Hundred & Fifty only*) as demanded by the Authority. The rent, maintenance charges/levy and street light charges shall be revised from time to time by the Authority and shall be payable by the unit.
6. That if the unit is a mega IT industry it shall have option to pay the total land premium, land development charges calculated and fixed by the Authority, in five equal installments spread over period of three years. The unit shall pay the land premium in remaining four installments which shall be spread over period of three years within one month of demand from the Authority. For deferred payment, the Authority shall charge interest on balance amount @15% p.a subject to revision by the Authority from time to time. If the unit fails to make payment of any installment within the time frame fixed by the Authority, additional charge at prevailing rate accruing upon the footing of yearly computed interest shall be borne by the unit. No rebel 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/ shed shall be made to the unit by the Authority on payment of first installment and the schedule for payment for the remaining four installments are fixed as follows:-

Installment

Amount

Date

2 nd Installment	Not Applicable
3 rd Installment	Not Applicable
4 th Installment	Not Applicable
5 th Installment	Not Applicable

**Please strike off Provision (6) of this Land allotment order if not applicable*

7. That if the unit fails to make payment of any dues within the time frame fixed by the Authority an additional charge at the prevailing rate accruing upon the footing of yearly compound interest shall be payable by the unit. No rebel shall be admissible in this regard. The Authority reserves its right to make change in the rate of interest from time to time and the revised rate shall be payable by the unit.
8. That in the event of nonpayment 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 allotment order, terminate this lease deed and forfeit the amount paid by the lessee and realize the dues with compound interest @ 15% p.a by sale of structure standing over the cancelled plot and from other properties of the lessee under the provisions of Bihar & Orissa Public Demand Recovery Act, 1914.
9. That on payment of full premium of land and execution of indemnity bond as above, the unit shall be handed over physical possession of land/ shed within 10 (Ten) days from the date of issue of formal allotment order. At the time of taking physical possession of the allotted plot/shed, the representative of the unit shall remain present along with man and material for making demarcation of the plot, physical possession of which shall be handed over to the representatives of the unit by the officials of the Authority.
10. That upon completion of aforementioned requirements the unit 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/ shed. The cost of execution of lease deed, registration thereof and the expenses incidental thereto shall have to be borne by the unit.
11. That the Authority shall organize periodic inspection of allotted plot/ shed/ land to the allottee to ensure proper utilization of allotted land/ shed/ plot and progress about factory/ shed/ building 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 plot, failing which, the allottee shall make itself/ himself/ herself liable for initiation for action for cancellation of plot/shed. Non co-operation of the lessee shall also mean and include avoiding and refusing to receive any valid communication including notice from the Authority by the lessee including its/his/her representative, not allowing entry of the officials of the Authority inside the factory/plot and refusing to sign on the on-spot report prepared by the inspecting officials.

12. That in the matter of employment the unit shall give preference to the local persons and if required shall make proper arrangement for imparting training to them.
13. That the unit 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 plot/ land/ shed.
14. That the status of the unit shall be of the licensee until the lease deed is executed and registered by the Authority in favour of the unit and the unit shall abide by the provisions relating to its/his/her being a licensee in respect of the property during the period.
15. That the unit shall submit a plan of the factory/ shed or and building plan etc along with necessary documents within six months from the date of taking delivery of possession of the allotted plot/land/shed 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/ Shed Act for approval of Chief Inspector of Factories, Jharkhand through Inspector of Factories of the Circle concerned. Failure on the part of the unit in submitting factory/ shed plan/ building plan for approval shall entail late action fee @ Rs.1.00 per sq ft per month and the unit shall be liable to pay late action fee at the aforesaid rate to the Authority on demand. The Chief Inspector of Factories, Jharkhand/ Inspector of Factories shall dispose of application for factory/ shed and/or building plan within thirty days of the date of receipt of plan from Managing Director of the Authority. The Managing Director of the Authority/ Controlling Authority shall respond to the unit within ninety days from the date of submission of plan with necessary approval. However, if warranted Authority may ask for any 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 and deemed to have been approved/ sanctioned by the competent authority and the unit shall commence construction/ further activity as per plan/ revised plan submitted for approval.
16. That the unit shall start construction as per approved factory/ shed/ building plan within 6 (six) months from the 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 unit to the Authority on demand and in the event of failure on the part of the unit in payment of demanded amount, the unit shall make itself liable for action as warranted under the facts and circumstances of the case.
17. That the unit in the event of making any construction without prior approval of Managing Director of the Authority or any deviation from the approved plan of construction or use of land/ shed for any non industrial purposes or the unit putting the land to use for purposes other than the purposes for which it was allotted, the Managing Director of the Authority shall have 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 shall be payable to the unit either for the unexpired period of lease or for the structure, building, installations and immoveable assets in any shape/ form erected thereon.

18. That in the event of the unit either not utilizing or underutilizing the allotted land/ plot/ shed for the purpose it was allotted, the Managing Director of the Authority shall initiate action for cancellation of under/unutilized portion of land/plot/ shed in accordance with the principles of natural justice. In reply to the show cause, if the unit gives an undertaking to utilize the under/unutilized portion of land/plot/ shed within a specified time frame, then in that event of violation of such undertaking, the unit shall be liable for payment of non action charges @ Rs.10.00 per sq ft per month from the date of execution of undertaking. Even after imposition of said non action charges, if the unit fails to abide by the undertaking so given, the allotment of such concerned portion of land/plot/ shed shall be cancelled by observing the principles of natural justice, lease deed, if executed, terminated and land premium forfeited by the Managing Director of the Authority and action shall be taken for recovery of non action charges under Bihar & Orissa Public Demand Recovery Act, 1914.
19. That the unit shall go into production or show substantial progress towards the implementation of the project within six months from the date of approval/ deemed approval of plan and shall start construction work with the margin money shown in the project report. Similarly, upon installation of machinery etc the unit shall start product with its/his/her share of working capital.
20. That in case the proposed project/ factory of the unit is not set up or comes into production within a period of two years in case of micro or small enterprise and within the period of five years if the proposed project is other than micro and small enterprise or within such extended period as allowed by the Authority after considering the circumstances, unit's deposit towards land premium / shed along with the construction, installation, 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/ industry by the unit, the Managing Director of the Authority shall in such condition shall cancel the allotment order of the allotted plot/ shed and also forfeit the amount towards land premium by observing the principles of natural justice.
21. That in case of violation of provision 29(ii) of the Authority's Regulations 2015, the unit shall be punishable with fine which may extend upto 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.
22. That the unit shall not make any change either in the name of the unit or the constitution of the unit or lease hold right of the unit or merger/ demerge/amalgamate the unit without prior permission of the Managing Director of the Authority.
23. That under no circumstances the unit shall be entitled to transfer the lease hold right in respect of the allotted plot/land/ shed to it/him/her and hand over physical possession of

the said plot to any other person/ entity/ entrepreneur without prior written consent/ approval/permission of the Managing Director of the Authority. Transfer of allotted plot/shed by the unit 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 unit shall be liable for prosecution under criminal law. Violation of this undertaking by the unit shall entail cancellation of allotment order, termination of lease deed, if executed, and forfeiture of land/ shed premium deposited by observing principles of natural justice.

24. That the unit shall not be entitled to sub lease or handover physical possession of the allotted plot/land/shed, either upon cancellation or upon surrender, to any person/ entity/ entrepreneur/ organization except the Authority. Violation of this condition of the allotment order shall entail penalty @ Rs.15.00 (Fifteen) per sq ft per month as contemplated under the provisions of 22 (vi) of the Authority's Regulation 2015 and shall be subject to recovery by invoking the provisions of Public Demand Recovery Act.
25. That the unit shall obtain water, drainage and power connection 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 unit 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 unit for the above.
26. That if the unit hands over physical possession of the allotted plot to it/him/her 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 plot/land/shed 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 unit 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 as be subject to Bihar & Orissa Public Demand Recovery Act, 1914.
27. That if subsequently any part or parts of the allotted plot/land/shed 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/ shed is not required by the unit for the purposes it was allotted, the unit shall on being asked by the State government or the Authority transfer such part or parts of the shed/land/plot 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 unit a sum proportionate or equal as the case may be, the cost of land/shed/ plot and its development, if any earlier realized from the unit 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/shed/plot 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.

28. That the trees standing on the allotted plot/land shall be the property of the Authority and shall not be removed by the unit without prior permission of the Authority in writing. The unit shall erect tree guard of the plants in its/his/her boundary at it/his/her cost.
29. That the unit shall obtain the consent to establish or No Objection Certification (whichever applicable) before construction work and the consent to operate, as applicable, before commencement of production in the unit from Jharkhand State Pollution Control Board and ensure that the activities of the unit are environment friendly.
30. That the unit shall abide by the rules and regulations framed by the Authority and the instructions issued from time to time regarding use of land/shed, any charges or other allied matters. The unit shall comply with the rules and regulations of the Authority or Jharkhand Industrial Policy applicable to the Authority.
31. That the unit 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/shed plan.
32. That any violation of the conditions of land/ shed 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 allotment order, terminate the lease deed and forfeit the lease premium and take possession of the cancelled plot/ shed/ land by observing the principles of natural justice and pass order to the effect.
33. 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 unit and shall also forfeit the land premium, if any, paid and other sums paid by the unit and thereafter the interest of the unit in the plot/land/shed shall cease and lease deed, if executed, shall stand determined.
34. That under no circumstances sale of the allotted plot/land/shed shall be allowed/ be permissible by the unit. In the event of non requirement or inability of the unit to utilize the allotted plot/land/shed, the unit 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.

35. That if the unit 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 plot/ shed shall be treated as unauthorized for which the unit shall be liable for payment of penalty @ Rs.15.00 per sq ft per month to the Authority until the unit hands over vacant possession of the plot/shed in question to the Authority. The unit shall make payment of entire amount of penalty as above within 30 (Thirty) days of the date of demand to the Authority failing which the Authority shall recover the same by invoking the provisions of Bihar & Orissa Public Demand Recovery Act, 1914. The penalty as above, if not paid voluntarily by the unit, shall be subject to recovery by invoking the provisions Bihar & Orissa Public Demand Recovery Act, 1914. Recovery of possession of plots/ shed as above shall be made by the Authority if not voluntarily handed over by the unit to the Authority, by invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971

LAND SCHEDULE

DETAILS OF LAND TO BE LEASED OUT

M/S. KISHORI POLYFABES. , PLOT NO. FE-23, Near 7th PHASE, Adityapur
Industrial Area

Village/Mouza : HATHIADIH

Thana No.: 60

Thana: Saraikella

Dist.: Saraikella-Kharsawan

Corresponding to Industrial Plot No. : FE-23, Area- 44,866.80 Sq Ft., Near 7th
Phase

Survey Plot No.

348(P)

Khata No.

81

Total Area : 44,866.80 (Forty four thousand eight hundred sixty six and decimal eighty Only)

BOUNDARY

As per Survey Plot No.

North : 348(P)
South : 348(P)
East : 348(P)
West : 348(P)

As per Industrial Plot No/Phase Map.

Plot no. FE-24
Plot no. FE-22
Plot no. FE-26 & FE-27
21 mtr. Wide Road



Regional Director
Jharkhand Industrial Area Development
Authority, Adityapur Region,
Vikas Bhawan,
Tata Kandra Main Road,
Adityapur, Saraikella-Kharsawan.

The terms and conditions as contained in this Land Allotment Order are acceptable to the addressee unit/ its authorized representative.

Signature with name, designation, address and rubber stamp of the addressee

Atkinson
Am Kumar