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**ADITYAPUR INDUSTRIAL AREA DEVELOPMENT AUTHORITY,
ADITYAPUR, JAMSHEDPUR**



No. 1425 / ADA.

Adityapur dated: 21.08.09

LAND ALLOTMENT ORDER

To,

M/s. Friends Associates

Plot No. N.S. - 2, 5th Phase

Industrial Area Adityapur, Jamshedpur

Subject : Allotment of 1.5 ^{Acre} ~~Acre~~ / Sft. of land in

Adityapur Industrial Area to M/s. Friends Associates

Whereas with reference to your application for allotment of land for setting up of an industry in the Industrial Area, Adityapur, for manufacturing of Industrial Items as specifically laid down in your project report as submitted by yourself for with the Authority and on consideration of the same, the Authority has taken a decision to make allotment of 1.5 Acre ~~Square feet~~ of land as specified in the schedule given below on terms and conditions as in vogue meant for such transaction :-

Schedule of Land/Shed	:	_____
Plot No.	:	<u>N.S. - 6</u>
Area	:	<u>1.5 Acre</u>
Phase No.	:	<u>5th</u>

Now, therefore, the aforesaid order of allotment is, hereby conveyed to you subject to the specific terms and conditions as laid down hereunder :-

1. That the allotment of the aforesaid 1.5 Acre ~~Square feet~~ of land as per schedule given above will be on lease for a period of 30 (thirty) years with effect from the date of allotment subject to the fulfillment of conditions as laid down hereunder :-
 - 1.1 That the unit has offered to pay Rs. 8,13,500.00 (Rupees Eight Lacs Thirteen thousand ^{Five hundred only} which is equal to Full Cost of the total tentative value of Rs. 8,13,500.00 (Rupees Eight Lacs Thirteen thousand Five hundred only) of the land allotted to the unit calculated @ Rs. 5,42,333.00 (Rupees Five Lacs forty Two thousand Three hundred thirty three) only per acre towards the provisional premium of land and its development charges by Demand Bank Draft in favour of Adityapur Industrial Area Development Authority, Adityapur, Jamshedpur. The unit will be bound to pay the final premium of land as may be subsequently determined by the Authority and also the final premium of development and such other cost as may be decided by Government/ Authority from time to time. The decision of the Authority will be binding on the unit. The allotment is purely tentative and is subject to modification by increasing/decreasing the area of the land allotted on the appraisal and sanction to be made by the term loan lending institution in respect of land requirement, size of the shed etc.

1.2 That the sum of amount remaining unpaid (after making payment of the aforesaid amount as indicated in paragraph 1.1 above) the unit shall have to pay the same in instalment as scheduled below :-

- | | | | |
|----|------------------------|-----|-------|
| 1. | In one instalment..... | 7. | ..... |
| 2. | ..... | 8. | ..... |
| 3. | ..... | 9. | ..... |
| 4. | ..... | 10. | ..... |
| 5. | ..... | 11. | ..... |
| 6. | ..... | 12. | ..... |

1.3 That, possession over the land will however be delivered to the unit on making payment of the above mentioned amount as indicated in paragraph 1.1 above and on execution of a bond in the enclosed form thereby giving an under taking to pay the balance amount as indicated in the schedule to the paragraph 1.2 above (as the case may be).

1.4 That the allottee should deposit the amount mentioned in para 1.1 within one month of the date of allotment, otherwise this allotment will be treated as cancelled.

1.5 That the unit will have to pay a ground rent of Rs. 27125.00..... only per acre per year. The said rent is liable to be doubled after four years and revised after every 20 years in accordance with the provisions of law or any rules framed by Government of Jharkhand or the Adityapur Industrial Area development Authority.

1.6 That the unit will have to execute lease in the prescribed form within a period of six months from taking possession of the land.

1.7 That the status of the unit over the allotted land will be that of a licence till the lease deed is executed and registered.

1.8 That the allottee will have to give in writing its consent of the acceptance of the terms and conditions of this letter within 7 days.

2. That the unit shall take delivery of physical possession of the land as per schedule given above/or as so be modified or varied or altered by the Authority to its discretion (taking into consideration the financial sources and/or loan sanctioned or assured by the financial institutions for such project and such other matters) in this regard on such behalf on due certification of prescribed form meant for the purpose.

For the purposes of taking delivery of physical possession of the land and shed as so allotted, the unit shall fix up date and time in consultation with the authorised Officer of the Authority on such behalf and its surveyor within the time as so specified by this agreement failing which, notwithstanding anything contained in this order of allotment, the order of allotment will be deemed to have been post-facto cancelled and forfeited subject to its further restoration to the discretion of the Authority.

3. That the allottee should submit a plan of the factory sheds etc. already approved by the Chief Inspector of the Factories along with other necessary documents for approval of the Managing Director of the Authority as "Controlling Authority" under the Bihar/Jharkhand Restrictions of Uses of the Land Act. Within three months from the date of delivery of possession of the land. The unit, which has side road available, will not have its access on the main Adityapur Kandra Highway.

4. That the unit will have to give preference in employment as well as in practical training to displaced person/ persons affected by land acquisition and local people of the area in its factory. It will always be observed that at least 50% of unskilled strength of the unit is from the above category for which the list will be available from this office.

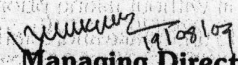
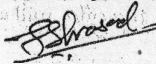
5. That the industrial units should go into production or show substantial progress towards the implementation of the project within six months of the date of allotment of the land. The entrepreneur will start construction work with the margin money shown in the project to be put in out of his own resources. Similarly on the installation of the machinery etc. the unit will start production with his share of the working capital.

In case the proposed factory is not set up within the period mentioned above or within such extended period as the Authority may allow after considering the circumstances, or make satisfactory progress as indicated above, its deposit towards the premium of land along with the construction, installation, fixtures and equipment thereupon shall be liable to be forfeited by the Authority. In case necessary effective steps are not taken within the fixed period to establish the industry, the authority shall in such condition, cancel the allotment of allotted plot/shed and also forfeit the amount deposited in this connection. The authority shall, before cancelling the allotment allow one month time to the allottee to put up his case. The allottee on being dissatisfied with the order of the authority may file an appeal to the State Government within one month and the State Government shall, after due consideration dispose it of within two months from the date of receipt of the appeal. The authority shall, after cancellation of allotment of the plot/shed take possession of the said plot/shed.

6. That in the event of any construction without prior approval of the Authority or any departure from the approved plan of construction or any non-industrial use of the land or construction thereon, or non-utilisation of any part of the land according to the approved plan or otherwise, the Authority will have the option to charge the cost and rent of the land for the entire period of such use of land at the prevailing current market rate as may be decided by the Authority and also cancel the allotment and resume the land in consequence thereof and no compensation will be payable to the allottee either for the unexpired period of the lease, or for the structure, building installation and assets in any shape or form erected thereon.
7. THAT THE ALLOTTEE WILL HAVE TO OBTAIN PRIOR WRITTEN PERMISSION OF THE AUTHORITY, FOR MAKING ANY CHANGE IN THE CONSTITUTION OF THE UNIT i.e. PROPRIETORSHIP/PARTNER-SHIP/PVT. LTD. CO/LTD. CO. OR CHANGE IN PROP/PARTNERS/DIRECTORS AS THE CASE MAY BE THE NECESSARY FEE FOR THE PURPOSED CHANGE WILL HAVE TO BE PAID BY THE APPLICANT AT THE TIME OF APPLICATION AS DECIDED BY A.I.A.D.A.
8. That where particular plot and shed is allowed to an unit by the Authority the allottee will be liable to pay the ground rent also for the period for which the plot and shed remains vacant.
9. That the allottee will make available to the Authority such information of the progress made towards the setting up of the unit and production thereafter along with such data as may concern the socio-economic aspect of the project, or as may be called for by the Authority from time to time. Failure to comply with the requirement may lead to cancellation of allotment.
10. That the trees standing on the plot will continue to be the property of the Authority and will not be cut or removed by the unit without taking prior permission from the Adityapur Industrial Area Development Authority. The unit is required to undertake afforestation work within and outside its premises keeping in view the most required ecological balance in Industrial Area.
11. That in case the allottee does not comply with the requirements of the clause 1.1, 1.2 and 1.3 within a month from the date of allotment, the offer will stand automatically cancelled and the authority shall unilaterally take possession thereof.
12. The unit will have to pay annual instalments on the 1st day of the April of every year. A grace period of one year from the 1st April to 31st March on next year is allowed for this payment without any interest. If the payment is not made even during this grace period the unit will have to pay the interest prevailing on that day (1st April following the grace period). This interest will form part of the demand for next year and will be liable to compound interest if not paid even during succeeding year.

13. That the unit is however at liberty to use and/or produce this letter of allotment for the limited purpose of negotiations for financial assistance for the establishment of the proposed project as contemplated by its order of allotment.
14. That the unit shall immediately after taking delivery of physical possession of such land fix up pillars with an intimation to the Authority Surveyor to measure and certify its correctness.
15. That the unit shall simultaneously fix up its name plate also on the land so delivered to it.
16. That the unit shall be at liberty to erect boundary walls on the allottee land, it will also construct a temporary shed consisting of small room meant for its watchman, removable on completion of factory shed.
17. That within one month from the date of taking delivery of physical possession of the land the unit shall produce its factory plan in 6 copies which shall after being processed and approved by the Chief Inspector of Factories, Jharkhand, Ranchi within three months time as computed from the said date of delivery of the unit, with an intimation to this office.
18. That the unit shall apply for water connection to the sub-Divisional Officer, P.H.E.D., Adityapur and intimate its compliance to the Authority.
19. That for electrical connection the unit shall apply to the Sub-Divisional Officer, State Electricity Board and on getting such connection its compliance to the Authority.
20. That in case of any difficulty or the requirement of any information the unit may consult its Industrial Extension Officer.
21. That the event of non-construction of the factory within the time so limited for the purpose, the allotment shall be deemed as cancelled and the amount if any deposited for such allotment shall stand forfeited with the Authority.
The unit in no circumstance shall make any construction, including the boundary wall on the plot without getting its plan approved by the competent authority.
22. ANY PERSON WHO VIOLATES ANY ORDER OF THE AUTHORITY IN RESPECT OF REMOVAL OF ANY STRUCTURE OF ENCROACHMENT OR USES ANY LAND OR BUILDING IN CONTRAVENTION OF ANY REGULATION FRAMED BY THE AUTHORITY IN THIS BEHALF 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 CONTINUING OFFENCE WITH FURTHER FINE WHICH MAY EXTEND TO Rs. 100.00 FOR EVERY DAY AFTER CONVICTION.

1. M/S Friends Associates
2. Plot No. N.S. 6, Area 1.5 Acre
3. 5/15 Phase
4. Cost of Land Rs. 8,13,500/-
5. PCC/2AC-16.6-2008 & order in file dt-13-08-09.


Managing Director,
 Adityapur Industrial Area Development
 Authority, Adityapur, Jamshedpur.


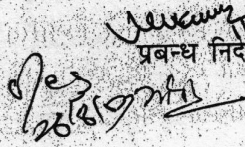
आदित्यपुर औद्योगिक क्षेत्र विकास प्राधिकार, आदित्यपुर, जमशेदपुर

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आदेश

प्राधिकार के आदेश संख्या..... 1425 दिनांक 21-08-09 के अनुपालन में सर्वश्री फ़ैक्ट्री एंडोर्समेंट्स, प्लॉट नं-एन.एस.ए. 2, पंचक च/प, औद्योगिक क्षेत्र आदित्यपुर को आदित्यपुर औद्योगिक क्षेत्र के पंचक चरण में प्लॉट संख्या एन.एस.ए.-6

1/5 एकड़/बर्मफ्रीट भूमि का दखल कब्जा उद्योग पदाधिकारी एवं सर्वेयार सह प्रारूपक संयुक्त रूप से दे दें।


प्रबन्ध निदेशक

ज्ञापक 1500 / ए. डी. ए. आदित्यपुर, दिनांक 03.9.09

प्रतिलिपि सर्वश्री फ़ैक्ट्री एंडोर्समेंट्स, प्लॉट नं-एन.एस.ए. 2, पंचक च/प, औद्योगिक क्षेत्र आदित्यपुर को प्रेषित। ईकाई से अनुरोध है कि क्षेत्रीय विस्तार पदाधिकारी एवं अंचल निरीक्षक से सम्पर्क स्थापित कर दिनांक तक जमीन का दखल ले लें अन्यथा यह आदेश स्वतः रद्द समझा जायेगा।

1. जमीन का दखल लेकर दी गई जमीन के चारों कोने पर पीलर दे दें तथा अंचल निरीक्षक को सूचित कर दें जिससे वे उसकी पुनः जाँच कर लें।
2. अपने प्लॉट पर ईकाई का नाम का साईनबोर्ड तुरन्त लगा दें।
3. जमीन का दखल लेने पर, उसको चारों ओर चहारदीवारी का निर्माण तथा अस्थाई एक छोटा कमरा या शेड चौकीदार के रहने के लिए आप निर्माण कर सकते हैं। यह पूर्ण तथा अस्थायी चौकीदार के रहने का शेड कारखाना निर्माण के साथ ही हटा लेना होगा।
4. जमीन दखल लेने के एक माह के भीतर फ़ैक्ट्री प्लान तीन प्रतियों में इस कार्यालय में दाखिल करें जिसके प्रारम्भिक अनुमोदनोपश्चात् उसे मुख्य कारखाना निरीक्षक, बिहार, राँची को भेजकर उनका अनुमोदन, जमीन दखल लेने के तीन माह के भीतर प्राप्त करें। फ़ैक्ट्री प्लान मुख्य कारखाना निरीक्षक को समर्पित किये जाने की सूचना इस कार्यालय को भी दें। जिस ईकाई के भूखण्ड के पास कोई अन्य सड़क हो तो वे अपना मुख्य द्वार आदित्यपुर-कान्डा मुख्य सड़क पर नहीं रखेंगे।
5. मुख्य कारखाना निरीक्षक द्वारा अनुमोदित फ़ैक्ट्री प्लान की एक अतिरिक्त प्रति इस कार्यालय को समर्पित कर उसके आधार पर कोई भी निर्माण कार्य शुरू करने के पहले अधोहस्ताक्षरी से बी. आर. यु. एल. एक्ट के अन्दर निर्माण किये जाने को अनुमति प्राप्त कर निर्माण करें।

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6. अपने प्लॉट में पानी की लाईन लेने के लिए अवर प्रमण्डल पदाधिकारी लोक स्वास्थ्य (अभि०) आदित्यपुर को आवेदन कर इस कार्यालय को सूचित करें तथा लाईन मिल जाने पर पुनः सूचना दें।
7. प्लॉट पर बिजली लेने के लिए, अवर प्रमण्डल पदाधिकारी, बिहार राज्य विद्युत पर्वद, आदित्यपुर को विहित प्रपत्र में आवेदन कर इस कार्यालय को भी सूचित करें तथा लाईन मिल जाने पर पुनः इसकी सूचना इस कार्यालय को दें।
8. कोई कठिनाई होने पर तथा जानकारी के लिए क्षेत्र उद्योग प्रसार पदाधिकारी से सम्पर्क स्थापित करें।
9. भूखण्ड पर खड़े वृक्ष प्राधिकार की सम्पत्ति रहेगी तथा उनका बिना प्राधिकार की अनुमति प्राप्त किये, काटने का हक इकाई को नहीं होगा।
10. पट्टा दस्तावेज के एकसक्यूशन एक निबन्धन को तिथि तक इकाई को भूखण्ड पर अनुज्ञापधारी की स्थिति रहेगी।
11. आबंटि ईकाई यदि निर्धारित अवधि के भीतर प्रस्तावित कारखाना का निर्माण नहीं करता है तो उसे प्लॉट का आवंटन रद्द समझा जायेगा और जमीन के मूल्य के रूप में उसके जमा की गई राशि प्राधिकार द्वारा जप्त समझ ली जायेगी तथा प्राधिकार द्वारा प्रासांगिक भूमि का दखल कब्जा एक तरफा ग्रहण कर लिया जायेगा।

प्रबन्ध निदेशक
सचिव
M/S

ज्ञापांक 1500 / ए. डी. ए., आदित्यपुर, दिनांक 03.9.09

प्रतिलिपि: उद्योग विस्तार पदाधिकारी को सूचनार्थ एवं आवश्यक कार्रवाई के लिए अग्रसारित।
अंचल निरीक्षक/उद्योग विस्तार पदाधिकारी इकाईयों का निरीक्षण कर आदेश के अनुपालन कर प्रतिवेदन देंगे।

प्रबन्ध निदेशक
सचिव
M/S

ज्ञापांक 1500 / ए. डी. ए., आदित्यपुर, दिनांक 03.9.09

प्रतिलिपि: अवर प्रमण्डल पदाधिकारी; लोक स्वास्थ्य अभि० विभाग आदित्यपुर/अवर प्रमंडल पदाधिकारी, बिहार राज्य विद्युत पर्वद, आदित्यपुर को सूचनार्थ। उनसे अनुरोध है कि आवेदक द्वारा जल/बिजली हेतु किये जाने पर उन्हें शीघ्र ही यह सुविधा कराने की कृपा करें।

1. M/S Friends Associates
2. Plot No. N.S.-6, Area 1.5 Acre
3. 5th phase
4. Cost of land B. 8,13,500 = w
5. PCC/LAC-16-06-2008 & order in file on 13-08-09

प्रबन्ध निदेशक
सचिव
M/S

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