

REVISED DRAFT

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



No. 1153 /ADA.

LAND ALLOTMENT ORDER

To,
M/s. Krishna Automobiles
M.S.I. Phase II Ind.
Industrial Area Adityapur

Adityapur dated, 27/8 the 19-2-03

Subject : Allotment of 16500 Sft. Addl. Acre/Sft. of land in
Adityapur Industrial Area to M/s. Krishna Automobiles

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 with the Authority and on consideration of the same, the Authority has taken a decision to make allotment of 16500 Sft. Addl. Square feet of land as specified in the schedule given below on terms and condition as in vogue meant for such transaction :-

Schedule : _____
Plot No. : N-8-3
Area : 16500 Sft. Addl.
Phase No. : 2nd

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

1. That the allotment of the aforesaid 16500 Sft. Addl. 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 fulfilment of conditions as laid down hereunder :-

1.1 That the unit has offered to pay Rs. 87122.00 (Rupees eighty seven thousand one hundred which is equal to full cost of the total tentative value of Rs. 87122.00 (Rupees eighty seven thousand one hundred) of the land allotted to the unit calculated @ Rs. 23000/- (Rupees two lakh thirty thousand) 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. The final premium of development and such other cost 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. <i>In one instalment</i> | 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 from thereby giving an undertaking 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. *1150/-* 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 of any rules framed by Government of Bihar 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 description (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 Restrictions of Uses of the Land Act. Within three months from the date of delivery of possession of the land. The unit, which has said 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 alongwith the construction, installation, fixtures and equipment thereupon shall be liable to be forfeited to 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 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, MAKING ANY CHANGE IN THE CONSTITUTION OF THE UNIT i.e. PROPRIETERSHIP/PARTNERSHIP/PVT LTD. CO./LTD. CO. OR CHANGE IN PROP/PARTNERS/DIRECTORS AS THE CASE MAY BE, THE NECESSARY FEE FOR THE PURPOSED WILL HAVE TO PAID BY THE APPLICANT AT THAT TIME OF APPLICATION AS DICIDED 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 to the unit and production thereafter alongwith such date as may concern the socio-economic aspect of the project, 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 aforesaid 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 purposes 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 of 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, Bihar, 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 will 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.

M/S Krishna Automobiles

Plot no. N.S.-3 16500 sq ft Addl.

Phase - 2nd

Cost of land - Rs. 87122/- paid as bill

(@ 2,30,000) 2000-2001

P.C.C/AE - 16-12-2000 & 18-12-2000



26.8.02
Managing Director,

Adityapur Industrial Area Development
Authority, Adityapur, Jamshedpur.

REVISED DRAFT

ADITYAPUR INDUSTRIAL AREA DEVELOPMENT AUTHORITY,
ADITYAPUR, JAMSHEDPUR



No. 1741

/ADA.

LAND ALLOTMENT ORDER

To,

M/s. Krishna Automobiles
NS-1 & NS-3, Phase 2nd
Industrial Area, Adityapur

Adityapur dated, 07.8.2006 the 19.2006

Subject : Allotment of 4125 Sft. Addl. Acre/Sft. of land in
Adityapur Industrial Area to M/s. Krishna Automobiles

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 with the Authority and on consideration of the same, the Authority has taken a decision to make allotment of 4125 Sft. Addl. Square feet of land as specified in the schedule given below on terms and condition as in vogue meant for such transaction :-

Schedule : _____
Plot No. : NS-3 (P)
Area : - 4125 Sft. Addl.
Phase No. : 2nd Phase

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

1. That the allotment of the aforesaid 4125 Sft. Addl. 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 fulfilment of conditions as laid down hereunder :-

1.1 That the unit has offered to pay Rs. 28990-00 (Rupees twenty eight thousand nine hundred) which is equal to full cost of the total tentative value of Rs. 28990-00 (Rupees twenty eight thousand nine hundred) of the land allotted to the unit calculated @ Rs. 306130/- (Rupees three lakhs six thousand one hundred) 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. The final premium of development and such other cost 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. | <i>In one instalment</i> | 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 from thereby giving an undertaking 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. 15321 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 of any rules framed by Government of Bihar 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 description (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 Restrictions of Uses of the Land Act. Within three months from the date of delivery of possession of the land. The unit, which has said 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 alongwith the construction, installation, fixtures and equipment thereupon shall be liable to be forfeited to 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 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, MAKING ANY CHANGE IN THE CONSTITUTION OF THE UNIT i.e. PROPRIETERSHIP/PARTNERSHIP/PVT LTD. CO./LTD. CO. OR CHANGE IN PROP/PARTNERS/DIRECTORS AS THE CASE MAY BE, THE NECESSARY FEE FOR THE PURPOSED WILL HAVE TO PAID BY THE APPLICANT AT THAT 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 to the unit and production thereafter alongwith such date as may concern the socio-economic aspect of the project, 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 aforesaid 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 of 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, Bihar, 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 will 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 Krishna Automobiles
 2) Plot no. HS-3 (P) 4125 861 Addl.
 3) Phase - 2nd
 1) Cost of land Rs. 28,990/-
 3) Order in file no - 26-7-2006 (2003-2004)

(Signature)
 29.7.06
Managing Director,
 Adityapur Industrial Area Development
 Authority, Adityapur, Jamshedpur.

(Signature)
 28/7/06