

भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

दिल्ली DELHI

EXECUTION OF BOND BY THE ALLOTTEE UNDERTAKING TO  
PAY THE BALANCE AMOUNT IN INSTALMENTS AND THE  
ADDITIONAL DEVELOPMENT COST ETC.

V 554458

This bond has been executed by M/s SEMBRAMKY ENVIRONMENTAL MANAGEMENT PVT. LTD. 304-307, Pankaj Arcade-3, Plot No.6, Pocket-4, Sector-11, Dwarka, New Delhi-110075 through its Director. Mr. Arun Kumar Jaggi, hereinafter called the debtor which terms shall include their heirs /successors (of the one part).

AND

The Managing Director, Bihar Industrial Area Development Authority, Patna which term shall include his successors in office. Hereinafter called the creditor who has allotted shed 43560Sqft. Plot No.A - 19 <sup>to open area</sup> ~~shed~~ in the Industrial Estate, Muzaffarpur on lease of 90 years to set up a facility for Handling & disposal of Bio-Medical Waste under the name and style of M/s SembRamky Environmental Management Pvt. Ltd., which has been allotted vide letter No.- 1145, dated 15.10.2008 issued under the orders of the Bihar Industrial Area Development Authority, Patna on the terms and conditions laid down in the aforesaid allotment order. The debtor has accepted the terms & conditions of allotment order and executed the bond with witness as follows:-

1. That the debtor is held and firmly bound to Managing Director, BIADA Patna to pay the amount of money difference between the adhoc cost and the actual cost of development & decretal amount if any for land allotted and also to pay the amount of money such other dues as may be subsequently found to be payable by the debtor within one month of demand from the Bihar Industrial Area Development Authority, Patna.

For SembRamky Environmental Management Pvt. Ltd.

Chief Executive Officer



(A K JAGGI)

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- V 554459
- That the debtor accepted the terms and conditions of the allotment and undertakes to pay 30% of the total i.e. Rs.11,02,514/- (Rupees Eleven Lacs Two Thousand Five Hundred Forteen) only which is the first installment and the balance amount in seven yearly installment of Rs. 441,006/- ( Rupees Four Lacs Forty One Thousand Six) only due on 15.10.2009.
  - That in case of non payment of installment on due date penal interest as prescribed will be payable by the debtor to the Bihar Industrial Area Development Authority, Patna.
  - That in case of non payment of the aforesaid amount on demand added to the installment within the period fixed in the allotment order the BIADA, Patna, the BIADA will have the right to cancel the lease and realize the un-paid amount with penal interest of by putting the structure including plant & machinery there on an auction sale and from other properties of the debtor or the one part under the provision of Bihar and Orissa Public Demand Recovery Act.
  - That the debtor hereby mortgages the piece of land allotted which shall be the first charge on PARI-PASSU with other debts created by the debtor with the written consent and permission of Managing Director, BIADA, Patna.
  - That decision of the Managing Director, Bihar Industrial Area Development Authority, will be final.
  - If the cost of land increases the debtor of the one part promises to pay the assessed valuation of the BIADA.
  - If the unit will mortgage the allotted land/shed to any financial institutes/bank the debtor of the part premises to inform BIADA and in case of default, the creditor or the other part BIADA will have the right to cancel the allotment in favour or the debtor or the one part.

For SembRamky Environmental Management Pvt. Ltd.

Chief Executive Officer



(A.K. JASSI)

10. That the unit agrees to abide by all the contents including terms & conditions maintained in the Allotment letter.

IN WITNESS, WHERE OF, the debtor executes this bond and puts his/their signatures.

Witnesses

1. 

2.

DEBTOR



  
EXECUTIVE DIRECTOR

For SembRamky Environmental Management Pvt. Ltd.

  
Chief Executive Officer

**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**  
Regional office, Muzaffarpur.



email-blada.belamuz@yahoo.com

**ALLOTMENT LETTER**

Dated: 15-10-08

Ref.: 1145

From:

Saumya Verma ,  
Executive Director (Inc.)

To:

M/s Semb Ramky Environmental Management (P) Ltd.

304-307, Pankaj Arcade-3, Plot No.-06

Sector -11, Dwarka, New Delhi -110075

Subject: Regarding allotment of Land/Shed allotment of M/S Semb Ramky Environmental Management (P) Ltd in Industrial Estate/Area Muzaffarpur.

Sir,

In reference of your application letter dated-15.07.08. you are informed that your firm M/s ~~Dee Shree Industries~~ which is a small scale unit, have been allotted 43560 Sqft land with constructed shed ..... Sqft. bearing Plot No.A-19 Open land Industrial Estate/Area. Muzaffarpur for the establishment of M/S Semb Ramky Environmental Management (P) Ltd Industry for the lease of 90 years subject to the conditions given at the end of this letter. In case of not fulfillment of any of the conditions, the allotment of land will be cancelled.

1. The unit will have to pay total Cost of land which comes out to be Rs-3675048/- (Three six lakh seventy five thousand forty eight) only at @ 80.35 for 43560 sq.ft and Maintenance charge 5% @ Rs...80.35 per sqft. Total land cost Rs...3675048/- on Dow Payment of the value Land and its development. The payment shall be made in the form of Bank Draft in favour of BIADA within 15 days of the date of issue.
2. This cost is provisional. This cost may change as a result of increased compensation for land acquisition, cost of decrees awarded, cost of land development, cost of rehabilitation and policy decision of Government about other considerations regarding cost of land. Allottee shall be liable to be charged extra money over and above what indicated in Para 1.
3. This increased cost of land will be payable by the unit within a fortnight of receipt information and the unit will have to execute a bond to this effect.
4. If the Unit desires it can pay the aforementioned cost in one installment or in installments with interest. Initial Payment(First Installment) shall be 30% of the total cost i.e. Rs 1102515/- and is to be paid before acquiring possession of land. Balance amount to be paid in seven annual installments of Rs 441006/- The second installment will be due one year after the allotment. Balance installments will be due on same date subsequent years.
5. The interest charged shall be 5-% and shall be compounded annually. In case of late payment, there shall be a penalty of 2% and in case of payment before time, there shall

One Copy Received  
15/10/08

be a rebate of 2%. The recovery of the dues shall be made as if these are public demand under Bihar and Orissa Public Demands Recovery Act.

6. Unit will have to enter into written agreement with BIADA for making payments in installments towards cost of land. Land will be mortgaged with BIADA till installments are fully paid.
7. Other than the cost of land, unit will have to pay Ground Rent for the land which be Rs. 1000/- at the rate of Rs-1000/- per acre before 31<sup>st</sup> March of each year. This land rent may be reviewed after every 20 years.
8. Unit will have to furnish papers to satisfy BIADA regarding arrangements of financial assistance for plant and Machinery and Raw material.
9. Unit will have to get the maps of Factory approved by BIADA and Factory inspector within one month after taking possession of the land. Any construction on the land without prior approval will be unlawful.
10. BIADA should be informed prior to taking any loans from any financial institutions or mortgaging land and shed allotted by BIADA. Bond and Lease deed must incorporate a clause that if the unit mortgages the land allotted by BIADA for taking loan from any financial institution/bank, it is mandatory for them to intimate about the same to BIADA. The allotment may be cancelled in case of any violation of this condition.
11. Unit will have to execute a Lease deed with BIADA and get it registered by appropriate Registering authority at their own cost.
12. The unit should comply all the statutory registration requirements under the laws in force, both of State and Union Government within two months from the date of allotment of plot.
13. Construction work should start within 6 months from the date of allotment order and the production should start within 2 years from date of land allotment order. If this is not complied with then land allotment will automatically be cancelled. Unit has the option to appeal against this to Industrial Development Commissioner.
14. The BIADA shall charge Rs 1000/- extra for boundary pillars erected on the plot after measurement.
15. Land will be allotted on as and whereas condition and no appeal will be entertained against it.
16. Entrepreneurs will have to provide certified proof of residential address issued by a competent authority. Two attested passport size photographs, registered partnership deed and certificate from Registrar under Partnership Act will have to be submitted.
17. 5% of present average registration cost of allotted land of Sqft.ft. i.e. Rs.,...../- is included in Para 1.
18. In case of non payment of land cost, land rent or maintenance charge, the Allotment will automatically be deemed cancelled.
19. All costs relating to recovery of dues & land, handing/taking over of plots & charges related to & in pursuance of resumption of land by B.I.A.D.A. shall be recovered from the allottee/lease holder

20. Evaluated Cost of any pre existing structure and machinery on the allotted land will have to be deposited.

21. Lease deed will be executed by BIADA only after the allottee makes as investment of 50% of the promoters contribution, excluding the cost of the land. (15)

22. Assurance letter from bank regarding loan sanction will have to be submitted.

23. Conditions which may invite cancellation of the land allotment :-

A. Non adherence of the schedule of activity and the time frame given below -

Sl No. Activity

Time Frame

a Allotment of Land

0

b Payment of 30% of land cost as 1<sup>st</sup> Installment & Submission of Bond

Within 15 Days of allotment

c Physical Possession & Provisional Memorandum No.

Within 30 Days of allotment

d. Lease Deed after 50% investment of Promoter's Contributions.

Within 60 Days of allotment

e. Start of Trial Production

Within 180 Days of allotment

f. Full Commercial Production

Within 360 Days of allotment

g. Permanent Memorandum No.

Within 370 Days of allotment

If the unit fails to complete any of the above activities within the above time frame, the allotment shall be cancelled.

B. Going into Non production – If the Unit goes into non production and does not start production within 6 months from the due date of closure of the unit.

C. Using the plot for purpose other than what has actually been approved by BIADA .

D. Changing the shareholding of the entity without approval of BIADA.

E. Subletting of the plot.

F. Violating any of the facts mentioned in this allotment letter.

The decision of Managing Director (BIADA) on the issues of cancellation will be final.

#### 24. Consequences of Cancellation –

After the cancellation, the BIADA may initiate following actions against the unit-

A. BIADA may file criminal proceedings against the unit, and/or

B. BIADA may retake the possession and confiscate the plot along with structures and machineries standing thereon ;and/or

C. Forfeit any money that may have been deposited with BIADA ;and/or

D. Initiate such other action as permitted under law.

You are requested to confirm in writing within a fortnight of issue of this letter, your acceptance of the terms of allotment from para 1 to para 22. You must also state clearly if you wish to pay the cost of land in full or in installments. If no information is received from you within one month then allotment order will be deemed cancelled until renewed.

PCC meeting dated: 14/10/2008

M.D.'s Order dated: 14/10/2008

File No.: Mise / 01 / .....

Note:- Possession will be given after the valuation cost deposit.

Office Copy:- To inform Chief Account Officer/Area In charge of Muzaffarpur Industrial Area.

Pravin Prasad  
15/10/08  
Development Officer

yours Faithfully  
Saurmya Verma  
15/10/08  
Executive Director.

Saurmya Verma  
15/10/08  
Executive Director.