

**RAJASTHAN STATE INDUSTRIAL DEVELOPMENT AND INVESTMENT  
CORPORATION LIMITED**

**Minutes of** : 3/2015–Infrastructure Development Committee  
**Venue** : Udyog Bhawan, Jaipur.  
**Date** : 30<sup>th</sup> October 2015

**Commencement/ Completion time of meeting**:- 4.00 P.M. / 4.40P.M.

**Present :**

Shri C. S. Rajan	Chairman
Smt. Veenu Gupta	Managing Director
Shri Abhay Kumar	Commissioner Industries.
Shri Maneesh Chauhan	MD RFC

All the above directors were present throughout the meeting.

Shri D.K. Sharma, Secretary was in attendance. Shri Sanjay Solanki, Financial Advisor; Shri Lalit Kumar, Advisor (Infra.); Shri Anil Sharma, CGM (BP); Shri Dinesh Pahadia, Addl. GM (BP); Shri S.K. Sharma, Sr. DGM (P&D) and Shri S.K.Gupta, Sr. DGM (P&D) were also present.

**Quorum:** The Chairman was present. As the quorum was present, the meeting was called to order.

**Item 1: Confirmation of minutes of the last meeting of the Board held on 9<sup>th</sup> September 2015.**

The minutes of the meeting of Board held on 9<sup>th</sup> September 2015 were confirmed.

**Item 2: Action Taken Report on the decisions of the previous meeting of the Board held on 9<sup>th</sup> September 2015.**

The Committee noted the position.

**Item 3: To note the Resolution passed by circulation regarding allotment of land to Bhagwati Products Ltd. (Micromax) at industrial area Karoli.**

The Committee noted the following Resolution passed by circulation which shall be deemed to have been passed on 23<sup>rd</sup> October 2015:

**RESOLUTION:**

"RESOLVED that approval be and is hereby accorded as under:

- (i) Land measuring 100 acres may be reserved at industrial area Karoli for Greenfield Electronic Manufacturing Cluster (EMC).
- (ii) To allot 25 acres land as part of proposed EMC with 50% rebate as a special case looking to the fact that Empowered Committee has already accorded approval for the same in favour of the captioned company and further a generic policy decision has also been taken by the Empowered Committee for allotment of land to the company's in Electronic Systems Design & Manufacturing (ESDM) Sector at 50% of the prevailing cost provided that the applicant company making investment equal to and above Rs. 50 crs and proposing direct employment of 1000 persons in the ESDM Sector by 31<sup>st</sup> March, 2017.
- (iii) The proposed 25 acres land shall be used exclusively by the applicant company and any part thereof shall not be allowed for sub-leasing as per original request of the applicant company.
- (iv) To allow seven quarterly installments with interest for payment of balance 75% cost of land.
- (v) To allow the applicant company to complete 20% covered built up area in the period of five years subject to condition that the applicant company shall commence production with minimum investment of Rs. 50 crores within three years from the date of handing over possession in phase first as per approval given by Empowered Committee in the said meeting.
- (vi) The remaining saleable land in proposed EMC Cluster will be allotted to the ESDM industries on preferential basis dispensing with requirement of inviting applications through advertisement/ sealed bids at the rate of allotment of industrial area whatever applicable at the time of allotment. However, if any grant is extended by Ministry of Communication and Information Technology, under the EMC Scheme in head of Developmental Infrastructure for Electronic Industries in accordance with the prevailing policy of Govt. of India to aforesaid proposed EMC then, pro-rata grant/Aid to be received by the Corporation being a developer of EMC, would be passed on to the manufacturing units in the proposed EMC by way of reimbursement of land cost. Since, allotment of land to the applicant company is proposed on subsidized rates i.e. equal to 50% of prevailing rate of allotment, hence, no such pro-rata grant/Aid shall be extended to the said company whenever, it is received.
- (vii) No other rebates in rate of allotment shall be admissible to the company other than the incentives applicable under RIPS-2014 and benefits available under "Modified Special Incentive Package Scheme" (MSIPS), Govt. of India in EMC.

- (viii) Allotment of land be made with an additional condition that change of land use / sub-division/sub-lease/transfer of lease hold rights shall not be permitted upto 5 years from the date of commencement of production activity besides other general terms and conditions. However, the company will be free to obtain financial assistance for their project from scheduled Financial Institutions as per terms and conditions mentioned in lease agreement.”

The above Resolution was approved by circulation by 4 out of 5 members and no dissent was received. The Committee also decided that the above decision was in supersession to the earlier decision taken vide item 6 in its meeting held on 4<sup>th</sup> August 2015.

**Item 4: Amendment in RIICO Disposal of Land Rules, 1995 for Export Promotion Industrial Parks (EPIP).**

The Committee discussed the agenda and decided as follows:

- 1) To amend Rule 6 of RIICO Disposal Land Rules 1995 for EPIP and the amended rule will be read as under:

"That plots in EPIP shall be used for construction of export oriented factories for industrial production and other related purposes as may be permitted by the Corporation. The allottee shall export a minimum 33.33% of the production for minimum 5 years.

Provided that the purchaser or subsequent purchaser of plot shall also be liable to export a minimum of 33.33% of production, if condition for export of 33.33% for minimum 5 years has not been fulfilled earlier by the original allottee".

- 2) To amend terms and conditions of allotment letter/lease deed related to minimum export commitment with retrospective effect, in order to make these conditions analogous to Rule 6 of RIICO Disposal of Land Rules, 1995.
- 3) To modify the condition related to automatically cancellation of allotment of plot on violation of terms and conditions of allotment letter/lease deed to the extent that action for cancellation of allotment of plot will be taken in accordance with provisions of RIICO Disposal of Land Rules, 1979 (as amended) if any violation of terms and conditions of allotment/any provision of RIICO Disposal of Land Rules, 1979 or Rules, 1995 for EPIP, as the case may be.
- 4) To levy transfer charges @ 3% of the prevailing rate of allotment of the industrial area concerned in case the allottee/transferee is a defaulter vis-à-vis the export commitment condition as per Rule 6 of RIICO Disposal of Land Rules 1995 for EPIP .

Rest of the recommendation/suggestions given by In-house Committee constituted for this purpose were not accepted by the IDC as most of the allotments were made 15-20 years back.

**Item 5: Amendments in certain clauses of Lease Agreement pertaining to plots allotted in SEZ.**

The Committee discussed the agenda in detail and accorded approval to amend the various clauses of Lease Agreement, pertaining to plots allotted in SEZ, as proposed in Annexure-B to the agenda note.

The Committee further approved the following recommendations of the in-house committee:

- (a) The amendments will be made applicable to all the cases in which Letter of Permission (LOP) will be issued by SEZ authority and allotment will be made in SEZ developed/to be developed by the Corporation.
- (b) The amendments will also be made applicable in those cases in which allotment of land has already been made and lease deed has been executed or yet to be executed subject to following conditions:-
  - (i) Information has to be given by the concerned unit office to such allottee for execution of amended Lease Agreement within 30 days and the allottee will execute the same. The stamp and registration charges on the amended Lease Agreement shall be borne by concerned allottees.
  - (ii) If Lease Agreement is mortgaged with any recognized Financial Institution by the concerned allottee, then allottee will have to obtain consent of Financial Institution for execution of amended Lease Agreement within 90 days positively and will execute the amended Lease Agreement. The stamp and registration charges on the amended Lease Agreement shall be borne by concerned allottee(s).

**Item 6: Allotment of additional land measuring 8.316 hectares to Shri Vallbah Pittie Industries Limited for setting up of Textile Project at industrial area Dhanodi, District-Jhalawar.**

The Committee was informed that Shri Vallabah Pittie Industries Limited has requested for allotment of additional land measuring 16.0 hectare adjoining to their allotted plot No. SP-4 for construction of 4 nos. godowns, lab and workshop, textile training centre and staff colony/hostels. The request is in addition to the decision of the Board taken in its meeting held on 25<sup>th</sup> March 2015 whereby Board accorded approval for allotment of total approx. 25

hectare land in favour of four different companies of ShriVallabah Pittie Group. In view of above, the Committee discussed the agenda in detail and decided as under, with a note that ex-post-facto approval of the Board be obtained, however, the decision be implemented:

- I. To recover the remaining cost of land already allotted to group companies, i.e. Rs. 4.50 crore, from the Allottee Companies including applicant company, within 30 days.
- II. Reviewing earlier decisions of IDC taken vide item 11 dated 24.5.2013 and item 16 of Board of Directors meeting dated 25.03.2015, thereby de-reserving the plots kept reserved for Agro Based Industries.
- III. To allot land measuring 8.316 hectares (Aprox.) @ Rs. 380/- per sqm at industrial area Dhanodi, Jhalawar to ShriVallabh Pittie Industries Ltd. being special case on preferential basis by dispensing with the procedure of allotment of land through auction etc. and also relaxing requirement of land area assessment for the same, in order to construct an integrated industrial complex of Group Companies of ShriVallabh Pittie with rider that the said land area will be used for industrial and allied activities and will be merged with the land of Plot No. SP-4 allotted to the ShriVallabh Pittie Industries Ltd.
- IV. The housing use of the total land area shall be restricted up-to 5% of the total land area allotted to the Group Companies and shall be used for captive housing and no sub leasing of built up space shall be allowed in future also.
- V. The allotment of additional land will be made after recovering 25% land cost of additional land plus security money as per rules and in case, the applicant opt installment facility for making payment of remaining 75% cost of land, then to allow seven quarterly installments with interest as allowed earlier to the Allottee Companies. However, allotment letter would be issued when an amount of Rs.4.50 crore is deposited with the Corporation.
- VI. To approve revised lay-out plan consequent upon revised survey and based on the report of Tehsildar.
- VII. To acquire approx. 4.97 hectares (11.96 Acres) land adjacent to existing land of RIICO on which development works have already been carried out by the Unit Office.
- VIII. Responsibility of concerned officers/officials be fixed who were involved in faulty demarcation of land at site and execution of infrastructure work on non acquired land.
- IX. In addition to other general terms and conditions, as the allotment of land is being made on preferential basis, following riders/stipulations shall also be imposed:

- a. No change of land use of allotted land from industrial to other use will be permitted in future.
- b. No transfer of lease hold rights will be permitted up-to 5 years from the date of commencement of production activity. However, Lessee Companies will be free to obtain financial assistance for their projects from Financial Institutions as per terms and conditions mentioned in Lease Agreement(s).
- c. No other incentives/concessions/rebates will be admissible to the allottees by RIICO except those admissible under RIPS-2014 and under customized package to be sanctioned by the State Government.

It was also informed to the Committee that a request has been received from the company through mail on 30.10.2015 to allot the additional land in the name of CITRON INFRA PROJECTS LTD., a holding company of ShriVallabh Pittie Industries Ltd. The Committee rejected the request and decided that allotment will be made only in favour of ShriVallabh Pittie Industries Ltd.

**Item 7: Allotment of 12.10 Bigha un-planned land lying vacant at industrial area Thikariya (Banswara).**

The Committee discussed the agenda and also accorded opportunity to the representatives of both the interested parties to place their point of view. After detailed discussions, the Committee decided to dispose of the captioned un-planned land by way of limited auction (sealed bids) between both the applicant companies. The Reserve rate of auction for the land will be fixed by Reserve Price Fixing Committee headed by MD. The Committee directed that the above allotment of land shall be made with a rider that transfer of land will not be permitted.

**Item 8: Exchange of plots allotted through draw of lots with alternative vacant plots at Industrial Area, Ghiloth, Alwar.**

The Committee discussed the agenda and accorded approval for exchange of allotted plots with alternative vacant plots at Industrial Area, Ghiloth, Alwar, as a special case, as per details given as below:

S.N	Name of Applicant Company/ Firm	Allotted plot	Exchanged Plot
1.	Parmar Thermopack Pvt. Ltd., Faridabad.	A-149	A-199
2.	Indus Pharma Pvt. Ltd., New Delhi.	A-200	A-181

3.	Thermax Ltd., Pune.	A-194	A-212
4.	Munjaj Auto Industries Ltd., Gurgaon.	A-196	A-202

**Item 9: To accept surrender of allotted land by Balotra Water Pollution Control Treatment & Research Foundation Trust at industrial area, Balotra Phase-III and to re-allot the same to Balotra Water Pollution Control Treatment and Reverse Osmosis Private Limited (SPV).**

A supplementary agenda note, explaining that this case was listed before Hon'ble NGT, New Delhi on 30.10.2015 wherein status of land allotment in favour of SPV was to be apprised, was circulated and the Committee noted that re-allotment of said land in favour of SPV has been approved by the management.

The Committee discussed the agenda and accorded ex-post-facto approval for the following:

- i) To accept surrender of allotted plot no. SPL-2 measuring 19000 sqm. in favour of the Corporation subject to the condition that the Trust shall clear all outstanding dues of the Corporation against the allotted plot.
- ii) Trust will get executed and registered the surrender/cancellation deed for determination of the lease deed with the Corporation regarding allotted plot no. SPL-2 and all expenses in this regard will be borne by the Trust.
- iii) The plot no. SPL-2 measuring 19000 sqm. be allotted to the captioned SPV at token price of Rs. 1/- and on the same terms and conditions of land allotment to the Trust.
- iv) The Trust and SPV both will indemnify the Corporation against present and future liabilities (disclosed/undisclosed) if any, all type of loses, damages on account of above mentioned surrender and subsequent allotment of land to SPV.
- v) The SPV will comply with the terms and conditions of the allotment including payment of all type of dues under the provision of RIICO Disposal of Land Rules, 1979.

**Item 10: Contribution amount @ 0.05% each towards Village Amenities Development Fund (VADF) & Skill Development Fund (SDF) on land acquired for cement companies through MOUs by RIICO.**

The Committee discussed the agenda and accorded approval for the following:

- i) For ratification of decision of the then PSI for levy of 0.5% each of the total cost of acquisition of land, as per award given by the LAO, towards VADF & SDF charges to be recovered from the cement companies, i.e. Ambuja Cement Ltd., Shree Cement Ltd., Indo Nippon

Special Cement Ltd. (Ambuja Cement Ltd.) and Shree Cement Ltd., instead of 1% each.

- ii) Approval for contributing Rs.1,76,26,340/- by the Corporation against 0.5% each towards VADF & SDF charges on the total cost of acquisition of land acquired for Ambuja Cement Ltd., Shree Cement Ltd., Indo Nippon Special Cement Ltd. (Ambuja Cement Ltd.) and Shree Cement Ltd., as no provisions for levy of SDF/VDF were incorporated in the relevant MOUs.

**Item 11: Ex-post-facto approval of the decision taken in the case of URB India Bearing Factory and Trade Pvt. Ltd., Abu Road regarding time extension for commencement of production activity.**

The Committee discussed the agenda and accorded ex-post-facto approval of the decision taken in the case of URB India Bearing Factory and Trade Pvt. Ltd., Abu Road regarding time extension for commencement of production activity, upto 31.10.2016, without levy of additional cost/retention charges.

The meeting concluded with a vote of thanks to the Chair.

**CHAIRMAN**

Place: Jaipur.

Date: 17.11.2015