

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

Minutes of : 2/2015 – Infrastructure Development Committee
Venue : Committee Room No. 1, Secretariat, Jaipur.
Date : 9th September 2015
**Commencement/Completion
time of meeting** : 12.00 Noon/ 1.00 P.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 A.K. Agarwal, General Manager (Civil), 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.

Rescheduling of Meeting: The meeting was originally scheduled for 09.09.2015 at 4.00 p.m., however, due to unavoidable reasons the same was preponed to 12.00 Noon on the same day. All the directors were informed in writing vide letter dated 08.09.2015 about change of time and venue. The directors present in the meeting unanimously consented for the rescheduling.

The Committee noted that few agenda items were circulated at a notice period of less than seven days, therefore, the Directors present in the meeting unanimously agreed to waive the minimum notice period, to take up all items for consideration and approved unanimously.

Item 1: **Confirmation of minutes of the last meeting of the Board held on 4th August 2015.**

The minutes of the meeting of Board held on 4th August 2015 were confirmed.

Item 2: **Action Taken Report on the decisions of the previous meeting of the Board held on 4th August 2015.**

The Board noted the position.

Item 3: Policy for allotment of land to SPV under Cluster Development Scheme of Govt. of India.

The Committee discussed the agenda and accorded approval to adopt the policy for allotment of land to SPV under Cluster Development Scheme of Govt. of India, as under:

A. New Allotment to SPV/Applicant Company (AC):

1.0 Modality of allotment – RIICO vis. a vis. SPV/Applicant Company (AC):

- 1.1 The land will be allotted to the SPV/AC on developed or semi developed or undeveloped basis, as the case may be.
- 1.2 The land shall be allotted on "*as is where is*" basis when land is allotted on undeveloped/semi developed basis. The allotment shall be made on lease basis which term shall not be exceeding more than 99 years, in any case.
- 1.3 The cost of land will be deposited by the SPV/AC as per time schedule decided by the Corporation, on case to case basis. In case of default, the Corporation shall have right to cancel the allotment and determine the Lease Agreement and SPV/AC will be liable for the same.
- 1.4 The SPV/AC shall deposit an amount equal to 10% of total land cost in addition to land cost towards security money for securing future maintenance in shape of Bank Guarantee/FDR in favour of the Corporation. However, said bank guarantee/FDR shall be released by the Corporation after completion of 5 years from the date of development of said Cluster/Park/Project.
- 1.5 Possession of land will be handed over within 30 days from the date of deposition of full cost of land or within 30 days from the date of allotment, if balance payment of cost of land is permitted to be deposited in installments. Service charges as may be decided by the Corporation from time to time, shall be deposited by the SPV/AC in advance by 31st July of every Calendar year.
- 1.6 The SPV/AC shall deposit the Economic Rent of the entire allotted land area as per the rate prescribed by the Corporation/State Govt. from time to time, within 120 days from the date of issuance of the allotment letter for current financial year and latest by 31st July for subsequent financial years.
- 1.7 The allotted land shall only be used for the purpose for which it is allotted or permitted use as mentioned in the allotment letter/Lease Agreement issued by the Corporation.

- 1.8 The allotment of land would only be made to any SPV/AC when its proposed project is sanctioned in-principally, by the respective department/agency of the GoI/GoR under the relevant scheme. In case, any directions are issued or conditions are imposed by the GoI/GoR, the same shall be adhered by the SPV/AC.
- 1.9 The SPV/AC or its sub lessees shall not be permitted to run any illegal trade, business and obnoxious industries on the said allotted land. If it is found at site, the Corporation shall have right to cancel the allotment without giving any further notice or information in this regard.
- 1.10 In case of surrender of part or full allotted land by SPV/AC, due to any reason, such as change in policy by the Government, change in technology, change in prevailing law etc., land cost deposited by the promoter/ developer at the time of allotment, to the extent of land area will be paid without interest by the Corporation.
- 1.11 In the Board of Directors or Governing Body of the SPV/AC, one nominee should be from the Corporation preferably the concerned Unit Head of RIICO but no civil/criminal liability shall be borne by the said nominee officer of the Corporation.
- 1.12 In case of dispute regarding interpretation of the terms and conditions of allotment/lease agreement, the matter shall be resolved amicably instead of approaching to Court of Law directly. In such cases, matter shall be referred to Chairman, RIICO or Principal Secretary, Industries, as the case may be, for adjudication.
- 1.13 The other issues which are not covered in this policy shall be governed in accordance with RIICO Disposal of Land Rules, 1979 as amended from time to time.

2.0 Infrastructure development by SPV:

- 2.1 It shall be exclusive responsibility of the SPV/AC to develop internal infrastructure at its own cost.
- 2.2 The SPV/Allottee Company shall get the lay out plan of allotted land approved from the Corporation before carrying out any development activity on the allotted land.
- 2.3 The Corporation will preferably indicate maximum permitted use of land in site plan at the time of allotment.
- 2.4 The SPV/AC shall submit the detailed development plan before carrying out infrastructure activity. After examining the development plan submitted by SPV/AC, necessary permission will be issued by the Corporation. The Corporation shall have right to issue necessary

directions for maintaining requisite specifications along with right of amend/change thereof depending upon need of the area/project.

- 2.5 After completion of development works at site, SPV/AC should obtain 'Completion Certificate' from the Corporation.
- 2.6 That the allotment of land to SPV will be made subject to condition that requisite clearances/consents with regard to Environment Clearance/pollution shall be obtained directly by the SPV/AC from the concerned authority/department such as MoEF/CPCB/RPCB etc.
- 2.7 That no disposal of effluent shall be allowed in the storm water drain, if constructed by the Corporation in the industrial area adjacent/nearby to the allotted land.
- 2.8 The SPV/Allottee Company and its sub lessee shall have to maintain the status of zero discharge in their respective unit to be set up on allotted land or part thereof.
- 2.9 In case any power/telephone/gas line is passing through the allotted land, the Corporation does not undertake any responsibility for its removal. The SPV/AC and its sub-lessee will be required to plan/modify their construction accordingly after leaving prescribed setbacks/distance whatever determined by respective authorities.

3.0 Lessees – Sub-Lessees terms & conditions:

- 3.1 That the SPV/AC shall be allowed to sub-lease the permissible saleable area of allotted land to the members of SPV/AC only strictly in accordance with lay-out plan approved by the Corporation for remaining lease period from the date of allotment to SPV/AC on such terms and conditions, as may be mutually agreed between the SPV/AC and its sub-lessee but such conditions shall not be beyond the conditions of allotment as well as Lease Agreement or co-terminus with allotment letter/Lease Agreement of SPV/AC.
- 3.2 That the terms and conditions for sub leasing will be decided by the SPV/AC and its sub lessees mutually but strictly in accordance with RIICO Disposal of Land Rules, 1979 (as amended from time to time). However, the terms and conditions applicable on which allotment is made to the SPV/AC and lease agreement to be executed between the SPV/AC, shall also mutatis-mutantis apply to every sub lessee of the SPV/AC.
- 3.3 No Lease Agreement shall be executed by the Corporation directly in favour of sub lessees of the SPV/AC. However, format of Sub Lease to be executed between SPV/AC and its allottee members shall be got approved by the Corporation before execution of same. However,

condition relating to sub leasing shall be incorporated in sub-lease agreement to be executed with respective sub-lessee by the SPV/AC.

- 3.4 The SPV/AC shall furnish the information about leased out area of land along with details of its sub-lessees within 30 days from the date of execution of sub-lease in favour of them.
- 3.5 That in the event of cancellation of allotment, made to the SPV/AC and determination of lease agreement pertaining to said allotted land by the Corporation, the sub-leases executed by the SPV/AC in favour of its members/sub-lessee shall stand determined & nullified automatically and entire land shall vest with the Corporation without any further orders. In such event, the Corporation shall not be liable to pay any damages, cost etc. to the SPV/AC or its sub-lessee.
- 3.6 The Corporation shall not be answerable to any dispute arising between SPV/AC and its sub-lessees and no request for time extension shall be entertained on this ground alone.
- 3.7 It will be sole responsibility of SPV/AC to follow the rules and regulations of the concerned department regarding the registration of lease agreement or sub-lease agreement with the respective departments of the State Government.

4.0 Utilization of land and time extension:

- 4.1 The SPV/AC shall complete the development of Park/Project with all requisite infrastructures in accordance with approved lay-out plan within 3 years from the date of taking over possession of land. It shall be exclusive responsibility of the SPV/AC to develop and maintain the allotted area at good condition within its internal peripheral limits and the Corporation shall neither liable to develop & maintain the allotted land nor bear any cost towards said development and maintenance even in future.
- 4.2 In case of any extension of time limit is required by the SPV/AC for development of the park/project beyond the stipulated period, the same may be considered by the Managing Director of the Corporation depending upon merit of each case with or without payment of retention charges as applicable from time to time.
- 4.3 That the sub lessees of SPV/AC shall commence the production activity on the land allotted to it within a period of 5 years from the date of handing over possession of land to the SPV/AC by the Corporation, irrespective of date of execution of Lease Agreement with SPV or date of sub lease agreement in favour of its sub-lessee(s).

- 4.4 Production activity of the sub-lessee will be verified as per norms prescribed under RIICO Rules.
- 4.5 In case, any time extension is granted for development of park/project beyond stipulated period, than, period for setting up of an individual unit by the Sub-Lessee will extend automatically up-to such extended time period.
- 4.6 Change of land use will not be permitted on request of the SPV/AC once the lay out plan is approved by the Corporation; unless the Corporation is satisfied that change of land use is essentially required for the park/project. But in any case, no change of land use is permitted beyond prescribed limit of particular use.
- 4.7 If the SPV/AC fails to complete the requisite infrastructure on the allotted land, within a period of 3 years or its sub lessees fails to commence the production activity within a period of 5 years from the date of taking over possession of land by the SPV/AC, retention charges shall be levied on or recoverable from the SPV/Allottee Company as under:
- a. Retention charges @ 1% per quarter or part thereof shall be applicable on the SPV/AC for non-completion of the development works on the allotted land. Calculation of the retention charges shall be made on the prevailing rate of allotment of the industrial area concerned. However, where no rate of allotment of the area is fixed, retention charges shall be calculated on the prevailing rate of allotment of the adjoining/nearest industrial area of the Corporation.
 - b. Retention charges @ 1% per quarter or part thereof shall be applicable on the SPV/AC for land area lying un-utilized by the sub-lessee(s) of SPV/AC and on un-allotted area in the park/project. Calculation of retention charges shall be done on the prevailing rate of allotment of the area concerned. However, where no rate of allotment of the area is fixed, retention charges shall be calculated on the prevailing rate of allotment of the adjoining/nearest industrial area of the Corporation.
- B. For the cases in which allotment of land has already been made to SPV/Applicant Company(AC):**
1. In cases, where land has already been allotted to the SPV/AC for development of 'Cluster/Park/Project' and the SPV/AC has not completed the requisite infrastructure as per approved lay-out plan within prescribed time limit given in allotment letter, one year

additional time period from the date of intimation to the SPV/AC given to this effect, will be allowed to complete the requisite infrastructure without levy of retention charges. In case, the SPV/AC fails to complete the infrastructure facilities within such extended time period of one year, then, the retention charges will be levied on the SPV/AC from the date of expiry of said one year up-to the date of completion of infrastructure/development works as per approved lay-out plan. The rate of retention charges will be same as mentioned at Para 4.7(a) above.

2. In case the individual sub-lessees of SPV/AC could not utilize the land allotted to them or any part of allotted land is lying un-allotted with SPV/AC, 2 years time period from the date of intimation to the SPV/AC given to this regard, will be allowed for setting up of individual units by its sub-lessee(s)/to utilize the un-allotted land area lying with SPV/AC, without levy of retention charges. In case, the sub-lessee(s) fails to set up their individual unit/un-allotted land area is not got utilized by the SPV/AC within the above mentioned 2 years period, then, retention charges will be levied as per Para 4.7 (b) above, and it is exclusively responsibility of the SPV/AC to pay such retention charges to the Corporation.

While approving the policy as above, the Committee also raised following issues which is to be further deliberated and put up before the Committee for decision:

- a) If SPV fails to develop or allot entire land and/or all units may not come into production within stipulated period of five years and further time extension, if any, whether it would be advisable for RIICO to step into the shoes of SPV or not.
- b) Liabilities expected to devolve on RIICO to make good deficiency in infrastructure development works and how to protect interest of the Corporation.
- c) Request for time extension to be considered, in case any sub-lessee applies through SPV.

Item 4: Transfer of RIICO's land falling (Bhiwadi Region) in Right of Way of proposed Dedicated Freight Corridor to be constructed by DFCCIL, an undertaking of Indian Railway.

The Committee discussed the agenda and decided as follows:

- (i) In principle consent for transfer of desired land measuring 200154 sqm. of industrial area, Keharani & Salarpur (Bhiwadi) to DFCCIL.

- (ii) For transfer of aforesaid land including land measuring 2.771 ha. commercially planned land of industrial area, Keharani, an offer may be given to DFCCIL on present acquisition cost applicable for industrial nature of land.
- (iii) Refund of excess compensation amount i.e. Rs.50,83,938/- to SDO Tijara which is earlier paid to RIICO towards acquisition of land of khasra No. 116 & 134 of village-Mundana Meo and Khasra No. 500 of village-Keharani.

Item 5: Allotment of land measuring 60 acres (approx.) to Honda Cars (India) Ltd. (HCIL) at industrial area Karoli, Distt. Alwar.

The Committee discussed the agenda in detail and accorded approval to the following:

- a) To allot 60 acres (approx.) of land at industrial area Karoli, to HCIL for support/expansion of existing car project, which is presently reserved for its suppliers, with this understanding that in future, allotment of land to such suppliers will not be considered on concessional rates. As such, henceforth, no reservation of land for the suppliers is to be continued;
- b) Any further allotment of land to supplier/subsidiary Company, if required by HCIL, then same may be considered at prevailing rate of industrial area concerned on availability of land before area gets saturated;
- c) Allot aforesaid 60 acres (approx.) of land to HCIL at 115% of actual cost of land acquisition, i.e. Rs. 1800/- psqm. as envisaged in the Administrative Sanction of the area concerned;
- d) To allow 75% exemption from payment of applicable service charges payable to the RIICO as was allowed earlier to the company in the MOU executed by the State Government;
- e) Seeking ex-post-facto approval of the State Government to allot the land measuring 60 acres (approx.) to the applicant company HCIL in place of supplier companies in view of the provisions of MOU; and
- f) To allot aforesaid land by relaxing the existing laid down procedures of land allotment as the industrial area Karoli is not opened yet for allotment and for requirement for assessment of quantum of land.

Item 6: Allotment of land to Motherson Auto Ltd. at industrial area Karoli Distt. Alwar.

The Committee discussed the agenda in detail and decided as under:

1. To allot land measuring 30 acres to the applicant company at industrial area Karoli, as a special case on preferential basis prior to opening of industrial area, for 99 years lease basis at prevailing rate of allotment of

industrial area by relaxing the existing laid down procedures of land allotment with following special conditions:-

- (a) The land be allotted to the applicant company for providing built up space to other group companies for setting up industrial units on rental basis.
- (b) The land allottee be allowed 3 years time period for utilization of the allotted land as is given for industrial plots in the rules. Further, in this case, commencement of production on the allotted land will be treated when minimum construction i.e. 20% of the plot area is completed and production is commenced by Group Company(s), which are proposing to put up plant and machinery. In case of default, time extension beyond 3 years will be considered at par with the existing provisions for time extension for industrial plot in the rules.
- (c) Fixed capital investment made by the allottee company will be assessed by combining cost against land and building incurred by the allottee company with the investment made in plant and machinery by four group companies as mentioned in their proposal.
- (d) Special scheme to allow upfront rebate in rate of allotment for setting up industries in non-saturated industrial areas envisaging investment of Rs. 100 cr. and more in phase-I within the period allowed to the allottee company for utilization of the plot, as approved by IDC vide item (6) of its meeting held on 30.06.2015, shall be made applicable in this case also.

2.0 As the allotment of land to the applicant company is proposed to be made on special terms and conditions mentioned above and prior to opening of industrial area, the following terms and conditions shall also be imposed on the allottee company in addition to general terms and conditions of land allotment:-

- i. Transfer/sub-division of plot shall not be permitted upto 5 years from the date of commencement of production.
- ii. The allottee company along with group companies shall be required to invest Rs. 230 crores, prior to transfer of plot.
- iii. Group company/companies which are investing in plant and machinery shall be promoted by Sehgal family and this family will continue to hold shareholding to the extent of 26% or more directly or indirectly in the company and dilution below 26% shall not be permitted prior to five years from date of coming into production. However, for checking the status of shareholding of Sehgal family and/or allottee company, the

shareholding pattern on the date of allotment shall be the criterion.

Item 7: Allotment of developed land to cultivators in lieu of cash compensation in Industrial Area Kunjbiharipura (Jaipur-Rural), Karoli & Salarpur (Bhiwadi-II).

The Committee discussed the agenda and accorded approval as under:

- i) To accept the applications/options of Khatedars/interested persons received till date for allotment of 25% developed land (20% developed Residential / Industrial+5% developed Commercial) in lieu of cash compensation of their respective acquired land who did not submit their written options within prescribed time limit as mentioned in concerned Award issued by Land Acquisition Officer.
- ii) To extend time limit upto 31.10.2015 for inviting applications/ written options from interested Khatedars/Persons who are willing to take developed land as per prevailing policy subject to conditions that they have not received cash compensation towards their respective acquired land and they will hand over physical possession at site to LAO/RIICO and also withdraw their court cases filed in this regard, if any.
- iii) In first phase, acceptance of such time barred applications and option to invite fresh applications will be made applicable for Industrial Area Kunj Biharipura, Salarpur & Karoli and after seeing the result of these areas, a further view be taken with regard to other industrial areas where khatedars are requesting for accepting their options beyond prescribed time period, mentioned in respective award.
- iv) Matter be referred to the State Government for according approval on aforesaid proposals.

Item 8: Partial amendment in decision taken by the IDC in case of M/s. Ganga Kisan Suchana Kendra, Plot No. E-362, Industrial Area, Udyog Vihar, II Phase, Sriganganagar.

In partial modification to decision of Committee taken in its meeting held on 30th June 2015, vide item 12, the Committee accorded approval for levy of various charges on pre-revised rate of Rs. 1200/- per sqm. plus applicable interest thereon upto the date of deposition.

Item 9: Administrative Sanction for development of new Industrial Area, Bap, Tehsil Phalodi, Distt. Jodhpur.

The Committee discussed the agenda and accorded approval for Administrative Sanction for development of new Industrial Area, Bap, Tehsil

Phalodi, District Jodhpur, at an estimated cost of Rs.1495.10 lac, as per the details mentioned in Annexure-1 of the agenda note.

Item 10: Revision in Administrative Sanction for development of industrial area, Bagru-Chitroli, Distt. Jaipur.

The Committee discussed the agenda and accorded approval for revision in Administrative Sanction for development of Industrial Area, Bagru-Chitroli, District Jaipur, at an estimated cost of Rs.34632.69 lac, as per the details mentioned in Annexure-1 of the agenda note.

Item 11: Revision in Administrative Sanction for development of Commercial Complex at industrial area, Churu, Distt. Churu.

The Committee discussed the agenda and accorded approval for revision in Administrative Sanction for development of Commercial Complex at Industrial Area, Churu, District Churu, at an estimated cost of Rs.28.07 lac, as per the details mentioned in Annexure-1 of the agenda note.

Item 12: Case of M/s. Toshankhana, E-337-338, Industrial Area, Phase-III, Boranada regarding applicability of pre-revised rate of allotment of industrial area for payment of retention charges.

The Committee discussed the agenda and accorded approval to make applicable pre-revised rate of allotment for recovery of retention charges payable upto 25.06.2013, with applicable interest up to the date of payment as demand note for the same was issued on 5.2.2014 i.e. prior to revision in the rate of allotment of industrial areas, and to levy lump-sum penalty of Rs.40,000 for delay in construction of RWHS in place of retention charges applicable from 26.06.2013 to 16.01.2015 as Unit Head earlier treated the unit under production with effect from 25.6.2013 and accordingly demand notice was issued.

Item 13: Case of Bhurji Super-Tek Industries Ltd. Plot No. SP-4 (A) and SP-5(B) at Industrial Area, Kaharani.

In partial modification to decision earlier taken by the Committee in its meeting held on 2nd March 2015, the Committee discussed the agenda and decided as under:

1. To allow two years time for commencement of production activity to be reckoned from the date of convey of the said decision as possession of entire allotted land couldn't be handed over till date free from encumbrances to the allottee. In case of failure, the allottee shall be liable to pay additional cost of land as per the applicable rules.

2. To waive off only penal interest levied on delayed payment of 75% cost of land in installments for the period applicable from 13.04.2012 till the date of convey of said decision.
3. As part area of land is still in dispute, the allottee be advised to construct boundary wall on undisputed area. Though, whenever the Corporation gets physical possession of disputed portion of allotted land, the same would be handed over to the allottee company. However, no claim, whatsoever, shall be raised by allottee company on this ground and no further request for time extension, payment of outstanding amount & waiver of interest/penal interest shall be entertained, in future.

Item 14: Ex-post-facto approval of the decisions taken with regard to allotment of land at industrial area, Bagru-Chitroli District Jaipur.

The Committee discussed the agenda, and considering the findings of Hon'ble Rajasthan High Court with regard to shifting of polluted printing/dyeing industries in and around Sanganer, accorded ex-post-facto approval, as under:

1. advertisement already published in newspapers for inviting application from 173 scattered dying/printing units of Sanganer area and also constituted Committee comprising of Addl. Director Industries, SDM, Sanganer, Sr.DGM (P&D), GM DIC, Jaipur and Unit Head, Jaipur (South) to scrutinize the applications for the eligibility of land allotment of industrial plots at industrial area Bagru-Chitroli to be received in response of aforesaid advertisement.
2. To allow following relaxations in said allotment procedure under the prevailing policy/provisions of RIICO Disposal of Land Rules, 1979 for completing the aforesaid allotment process especially allotment to be made for shifting of dying/printing scattered units from Sanganer area to said industrial area which is already reserved for this purpose:-
 - a. As allotment of land in this area is to be made to the 173 scattered units of Sanganer area on priority basis, hence, no upfront rebate in rate of allotment in unsaturated industrial will be allowed to the entrepreneurs falling under concessional categories.
 - b. The applicants of 173 scattered units, to whom allotment of industrial land is to be made at industrial area Bagru-Chitroli, will be allowed to avail the facility for making payment of balance 75% cost of the land in 7 equal quarterly installments with 12% interest per annum.
 - c. to allow allotment of plots to 173 scattered units without observing the rider of allotting 60% saleable industrial land area only up-to saturation level.

Item 15: Ex-post-facto approval of the decision taken in the case of Bansal Elastomers Pvt. Ltd., Plot No. A-275 industrial area, Manda Phase-II regarding refund of deposited amount with interest.

The Committee discussed the agenda and accorded ex-post-facto approval of the decision already taken with regard to refund the deposited amount of the allottees of industrial area, Manda Phase-II, who are willing to take refund of their deposited amount along with 6% interest, without any deduction, as the allottees are not at fault.

Item 16: Ex-post-facto approval for re-constitution of committee for allotment of Education Institutional plot under Rule 3(E).

The Committee discussed the agenda and accorded ex-post-facto approval for re-constitution of Committee constituted under Rule 3(E) of RIICO Disposal of Land Rules, 1979, as under:

- (i) MD, RIICO.
- (ii) Commissioner (Investment & NRI).
- (iii) MD, RFC.

The Committee also accorded ex-post-facto approval of the decision taken by the re-constituted committee in its meeting held on 31st July 2015.

Item 17: View on establishment of new industrial area at Village-Chitoli, Tehsil Virat Nagar, District – Jaipur.

The Committee discussed the agenda in detail, and keeping in view the fact that setting up of a new industrial area on a remaining available govt. land i.e. 23.53 hectare of village Chitoli (Viratnagar), is not only economically viable but also involves huge cost on construction of 8 Km. approach road from NH to proposed industrial area, decided to drop the proposal for establishment of new industrial area at Tehsil Viratnagar, District Jaipur. An intimation in this regard, be sent to Industries Department in light of assurance given in Assembly for exploring the possibility of new industrial area at this locality.

Item 18: To insert new provision in existing Rule 18 of RIICO Disposal of Land Rules, 1979 for allowing transfer of lease hold land from Trust/Society to University - Case of India Education Trust, Plot No. ISI-19, 20 & 21 at institutional area Sitapura, Jaipur.

The Committee discussed the agenda in detail and accorded approval as under:

- (1) inserting new rules, namely, Rule 18(a-iii) and 18(a-iv) in RIICO Disposal of Land Rules, 1979 as under to deal reported eventualities:

18(a-iii) - Transfer of interest in Trust/Society/Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013 (Charitable Companies).

In case of Trust/Society/No Profit No Loss Companies (incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013), plot transfer will be so treated, if the allotted plot/land is transferred to a new Trust/Society/Companies (incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013) and transfer fee will be leviable as per rules. But when only Trustees/Members/Shareholders or Directors of the respective Trust/Society/ Company are changed and plot remains in the name of same Trust/Society/Company, it will not be treated as transfer of plot/land.

18(a-iv) - Transfer of land from one allottee Trust/Society/ Companies incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013(Charitable Companies) to University established under any Act/Ordinance.

Vesting of assets of allottee Trust/ Society/Charitable Companies (incorporated under Section 25 of Companies Act, 1956 or Section 8 of the Companies Act, 2013), to any University by virtue of provisions of Act / Rules by which any University is established, will be treated as transfer and transfer fee will be leviable as per rules.

- (2) To allow transfer of lease hold rights of allotted land from India Education Trust to The Mahatma Gandhi University of Medical Science and Technology, Jaipur as per the above provisions subject to following conditions:
 - (i) that allottee Trust shall abide by rules to be framed by the state government under section 45 of the Act of 2011;
 - (ii) An indenture shall be executed between aforesaid allottee Trust and University for vesting/ transferring the assets and get it registered with Registration Authorities.
- (3) It was observed that approx. 300 sqm. land has been allotted to GAIL as well the Trust. The allotment to GAIL precedes the allotment to the Trust. Hence, it was decided that land already allotted to GAIL in Plot No. ISI-14(A), shall be reduced from the allotment already made to the India Education Trust by amending allotment letter to this extent.

Amount may be refunded/adjusted, if any, as per the rules of the Corporation.

- (4) Considering the fact that part land of Plot No. ISI-14(A) has already been allotted to GAIL and allotment of same is being withdrawn from the India Education Trust, the request of the merger of all allotted land/plots is declined.
- (5) To accord permission that by virtue of applicability of new set-backs in non-industrial plots, any construction falling beyond new set-backs will only be considered as unauthorized construction with a view to maintain parity with earlier decision taken in case of industrial plots.

Item 19: Reservation of land measuring 10,000 sqm to Ahuja Corporation (P) Ltd. at upcoming industrial area Prahaladpura, Jaipur.

The Committee discussed the agenda and accorded approval for reservation of 10,000 sqm. industrial land for Ahuja Corporation (P) Ltd. at upcoming industrial area, Prahaladpura, Jaipur by relaxing the requirement of minimum investment of Rs. 50.00 crore. However, other provisions of the reservation of policy relating to deposition of 10% of keenness money and applicability of rate of allotment of land at the time of opening of industrial area shall remain unchanged.

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

Sd/-
CHAIRMAN