File No.NSEZA/ADMN/05/2009/VOL-IV/7472
14/09/21


नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण
(अधीनस्थ भारत सरकार)
वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग
नौएडा दादरी रोड, फेस-2, नौएडा जिला गौतम बुद्ध नगर(उ०प्र०)
ईमेल: **dc@nsez.gov.in**, वेबसाइट:**www.nsez.gov.in**


दिनांक: .09.2021

सेवा में,

1. संयुक्त सचिव(एस.ई.जेड्स/ई.ओ.यू.), भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय, उद्योग भवन, नई दिल्ली|
2. संयुक्त डी.जी.एफ.टी.,117/एल-444, काकादेव, कानपुर-208025|
3. अध्यक्ष एवं निदेशक(श्री अमृत मनवानी), मैसर्स सहासरा इलेक्ट्रॉनिक्स प्रा. लि., प्लाट संख्या 129 जी, एन.एस.ई.जेड़., नौएडा-201305
4. श्री अमित मेहरा, अध्यक्ष एवं प्रबंध निदेशक, मैसर्स मेडिको इलेक्ट्रोड्स इंटरनेशनल लिमिटेड, प्लॉट संख्या 142 ए/11 व 12, एनएसईजेड, नौएडा-201305

विषय:एन.एस.ई.जेड़. प्राधिकरण की दिनांक **31.08.2021** को पूर्वाहन **11:00** बजे आयोजित की गई बैठक का कार्यवृत अग्रेषित करने के सम्बन्ध मे |

महोदय,

उपरोक्त विषय के सन्दर्भ में, मुझे एन.एस.ई.जेड़. प्राधिकरण की दिनांक **31.08.2021** को पूर्वाहन **11:00** बजे आयोजित की गई बैठक का कार्यवृत आपके अवलोकनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित करने का निर्देश हुआ है |

भवदीय

नितिन

संलग्नक:उपरोक्त

क्र. प्रेषित

(नितिन गुप्ता)
उप विकास
आयुक्त

प्रतिलिपि:-

1. निदेशक(एस.ई.जेड्स), भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग, उद्योग भवन, नई दिल्ली |
2. ओ.एस.डी., अध्यक्ष एवं मुख्य कार्यपालक अधिकारी, एन.एस.ई.जेड़. प्राधिकरण, एनएसईजेड़, नौएडा |
3. निर्दिष्ट अधिकारी(सीमाशुल्क), एनएसईजेड़, नौएडा |
4. वरिष्ठ लेखाधिकारी, एनएसईजेड़, नौएडा |
5. मैसर्स राजीव शर्मा एंड एसोसिएट्स, ऑफिस संख्या 1014-1015, लोजिक्स ऑफिस टावर, सेक्टर-32, नौएडा-201301 |
6. श्री धर्मेन्द्र मुदगल, जनरल मैनेजर, मैसर्स एन०पी०सी०सी० लिमिटेड, 1/123, विनीत खण्ड, गोमती नगर, लखनऊ-226010
7. श्री ए० स्टीफन लिओ, जनरल मैनेजर, मैसर्स वाप्कोस लिमिटेड, 76 सी, इंस्टीट्यूटनल एरिया, सेक्टर-18, गुरुग्राम-122015
8. सम्बंधित पत्रावली |

नितिन

उप विकास आयुक्त

01

नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण, नौएडा

दिनांक 31.08.2021 को पूर्वाहन 11:00 बजे आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक का कार्यवृत

**Minutes of meeting of NSEZ Authority(NSEZA) held under the Chairmanship of Shri. A. Bipin Menon, Chairman & CEO, NSEZ Authority at 11:00 AM on 31.08.2021 through video conferencing.**

The following members of the NSEZ Authority were present through video conferencing during the meeting:-

1. Shri Nitin Gupta, Deputy Development Commissioner [Joint Development Commissioner (In charge) & Secretary, NSEZ Authority].
2. Shri Himanshu Dhar Pandey, Asstt. DGFT, Kanpur
3. Sh. Amrit Manwani, CMD, M/s Sahasra Electronics Pvt. Ltd., Member from Industry.

Besides, during the meeting i) Shri Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ, ii) Shri Ajay Kumar Mishra, Sr. Account Officer, NSEZ, iii) Shri Pramod Kumar, Asstt. Development Commissioner, NSEZ, iv) Shri Bharat Bhushan, Assistant, and Sh. Rajeev Sharma, FCA, M/s. Rajeev Sharma & Associates were also present through video conferencing to assist the Authority.

It was informed that quorum is there and the meeting can proceed.

At the outset, the Chairman & CEO, NSEZA welcomed the participants and after brief introduction, each item included in the agenda were taken up for deliberations one by one and decided unanimously as under.

**1. दिनांक 15.06.2021 को आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक के कार्यवृत्त का अनुसमर्थन:**

1.1 NSEZ Authority was informed that no reference was received against any of decisions taken in its meeting held on 15.06.2021. Accordingly, the Minutes of meeting held on 15.06.2021 were ratified.

1.2 Further, NSEZ Authority reviewed the compliance of decisions taken in its meeting held on 15.06.2021 in terms of sub-Rule 14 of Rule 10 of SEZ Authority Rules, 2009 and expressed satisfaction over progress made in implementation of decisions taken by the Authority in its meeting held on 15.06.2021.

नितिन

File No.NSEZA/ADMN/05/2009/VOL-IV

**2. नियम 6 (1) (iv), 11(2), 12 (1) और विशेष आर्थिक क्षेत्र प्राधिकरण नियम, 09 की अनुसूची II और III के अनुसार, वित्तीय विवरण (बैलेंस शीट) और वार्षिक रिपोर्ट 2020-21 की स्वीकृति।**

2.1 It was informed to NSEZ Authority that Authority in its meeting held on 15.06.2021 was informed that the Balance sheet and Annual Report for the year 2020-21 is awaited from nominated CA firm viz. M/s. Rajeev Sharma & Associates. It was also informed that as per information received from the engaged CA firm, the Banks have not issued the Interest Certificates and the TDS figures on interest are also not available, as per Form No.26AS. The accounts have been completed but finalization is pending due to the Interest and TDS information from Banks. In this connection, requests have been submitted with the banks to provide the necessary information as soon as possible.

2.2 In view of the above, it was proposed that once the interest certificate are available from banks, the Balance sheet and Annual Report for the year 2020-21 would be placed before the Authority in its next meeting for approval in terms of Rules 6(1)(iv), 11(2), 12(1) of SEZ Authority Rules, 2009,.

2.3 The Authority after due deliberation agreed with the proposal & directed to place the same before its next meeting to be called soon. Accordingly, the Balance sheet and Annual Report for the year 2020-21 finalized by nominated CA firm viz. M/s. Rajeev Sharma & Associates was placed before NSEZ Authority in its meeting held on 31.08.2021 for approval.

2.4 Sh. Rajeev Sharma, FCA, M/s. Rajeev Sharma & Associates briefed the members of the Authority about highlights of financial statements (Balance Sheet) and notes on accounts for the financial year 2020-21.

**निर्णय**:-The Authority, after due deliberation approved the Balance Sheet for the year 2020-21. The Chairman & CEO directed Estate Division, NSEZ to forward the copies of Annual Accounts/Reports for the year 2020-21 to CAG for statutory audit and DoC for information.

**3. पट्टा किराया और अन्य यूज़र चार्ज की दरों में संशोधन करने के सम्बन्ध।**

3.1 It was informed to the NSEZ Authority that following increase in user charges was approved by the Authority in its meeting held on 23.3.2021 with effect form 1.4.2021:

| Lease rent (Per Sq. mtr Per Annum) | Existing rates | Approved rates | Increment |
|---|---|---|---|
| SDF | ₹2,000/- | ₹2,100/- | 5% |
| Plot | ₹144/- | ₹151/- | 5% |
| Maintenance charges (Per Sq. mtr | ₹ 24/- | ₹25/- | 5% |

नितिन

03

| Per Annum ) | | | |
|---|---|---|---|
| Water charges | Per quarter | Per quarter | |
| 1. Plots up to 1000 sqr mtrs | ₹1,200/- | ₹1,320/- | 10% |
| 2. Plots up to 5000 sqr mtrs | ₹ 1,695/- | ₹ 1,865/- | 10% |
| 3. Plots above 5000 sqr mtrs | ₹ 3,390/- | ₹ 3,729/- | 10% |
| 4. SDF | ₹ 2,260/- | ₹ 2,486/- | 10% |

3.2 The above decision was circulated amongst all NSEZ units/allottees vide circular dated 08.04.2021

3.3 It was also informed to the Authority that this office has received a letter dated 09.08.2021 from DoC regarding interim relief to SEZ units in lease rent on account of COVID-19 outbreak. DoC has informed that Department has examined the proposal in consultation with Department of Expenditure and decided following relief for SEZ units on account of COVID-19 outbreak-

(A) No increase in lease rent for the SEZ unit for the FY 2021-22.

(B) Payment of lease rent of first quarter is to be deferred upto 31st July, 2021 for all SEZ units. The deferment may not invite any interest thereof.

3.4 DoC has directed to take necessary action on the matter.

3.5 It is informed to the Authority that DoC letter only talks of freezing of lease rent (without mentioning about other charges like water charges which were also increased by NSEZA) for the SEZ units (without mentioning other misc allottees like shops etc.) for the year 2021-22 along with relief regarding payment of lease rent of first quarter to be deferred upto 31st July, 2021 for all SEZ units with no interest on such deferment.

3.10 In view of above, matter was placed before NSEZ Authority for necessary directions keeping in view the directions from DoC and also keeping in view other charges/ allottees.

**निर्णय:**-The Authority discussed the matter in detail. After due deliberation, Authority decided to implement the directions received from DoC vide letter dated 09.08.2021 in letter and spirit and in the interest of lowering transaction costs during these exceptional circumstances. Accordingly circular dated 08.04.2021 issued in respect of revision of lease rentals and other charges was withdrawn.

4. <u>एसडीएफ एफ, जी, एच, आई, जे, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० में लगी लिफ्ट बदलने/मरम्मत हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में।</u>

4.1 It was informed to the NSEZ Authority that an estimate of Rs.3,95,63,164/- submitted by

नितिन

**File No.NSEZA/ADMN/05/2009/VOL-IV**

M/s. NBCC (India) Ltd. for replacement of 09 lifts (02 nos. passenger lifts and 07 nos. goods lifts) was placed before NSEZ Authority in its meeting held on 22.07.2020 for approval. Authority deferred the proposal for next meeting with the direction to re-examine the matter in detail. Accordingly, M/s. WAPCOS Ltd. was requested vide this office letter dated 28.10.2020 to intimate the current status of these lifts and also inform this office whether the lifts need any replacement or can be renovated by using the existing infrastructure.

4.2. The report of WAPCOS Ltd. along with the observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts was placed before NSEZ Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to representatives of M/s WAPCOS Ltd. and M/s NBCC India Ltd. to submit detailed item wise estimated cost of lifts proposed to be replaced/repaired along with AMC and other recurring cost for future maintenance of such lifts. The Authority further directed both the agencies to take into account provision of manual doors in goods lifts while preparing estimations for these lifts and also provide authentic details of indigenous and overseas parts in the new lifts proposed to be installed, keeping in view the Aatma Nirbhar Bharat Abhiyan. Accordingly, the decision of Authority was conveyed to M/s. WAPCOS Ltd. & M/s. NBCC (India) Ltd. vide this office letters dated 18.01.2021.

4.3 M/s. WAPCOS Ltd. vide its letter dated 12.02.2021 has informed that they have received the quotation from existing lifts AMC Agency M/s. Fair Deal Engineering Company regarding modernization/repair of existing lift and the quotation for replacement of existing lifts with the new one from another agency. Further, they informed that 80% indigenous parts will be used in the installation of the new lift and rest 20% overseas parts like motherboard/cards etc. will be used.

4.4. Details of estimate for repairing of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts are as under:-

| S. No. | Description | Amount (in Rs) | Observations made by Zone Authorities |
|---|---|---|---|
| 1. | SDF F Block Luggage Lift | 3,72,526 | Possibility for repair may be explored. |
| 2. | SDF F Block Passenger Lift | 3,44,796 | Possibility for repair may be explored. |
| 3. | SDF G Block Passenger | 4,35,892 | Possibility for repair may be explored. |

नितिन

05

| | | | |
|---|---|---|---|
| | Lift | | |
| 4. | SDF H Block Luggage lift | 5,62,742 | **Goods lifts may be replaced.** |
| 5. | SDF H Block Passenger Lift | 3,84,326 | Passenger lift may be repaired. |
| 6. | SDF I Block Luggage Lift | 4,29,206 | Possibility for repair may be explored. |
| 7. | SDF I Block Passenger Lift | 3,76,420 | Possibility for repair may be explored. |
| 8. | SDF K Block, Luggage Lift | 9,13,202 | **Goods lifts may be replaced.** |
| 9. | Trading Block, Passenger Lift | 9,63,102 | **Passenger lift may be replaced.** |
| **Total** | | **47,82,212** | |

4.5 Details of estimate for replacement of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts in NSEZ are as under:-

| **S. No.** | **Description** | **Amount (in Rs)** | **5 year maintenance charges after 1 year** | **Observations made by Zone Authorities** |
|---|---|---|---|---|
| 1. | SDF G Block Goods Lift | 19,52,651 | 3,99,600 | **Possibility for repair may be explored.** |
| 2. | SDF J Block Goods Lift | 19,52,651 | 3,99,600 | Goods lifts may be replaced. |
| 3. | SDF J Block Passenger Lift | 13,34,760 | 5,43,600 | **Passenger lift may be repaired.** |
| 4. | Trading Block Goods Lift | 19,52,651 | 3,99,600 | **No need to repair/replace goods lift.** |
| **Total** | | **71,92,713** | **17,42,400** | |

4.6 M/s. NBCC (India) Ltd. vide its letter dated 13.03.2021 informed that the existing lift are not repairable and NBCC will not provide any Guarantee/Warranty on such repaired lifts, as these lifts are very old and original parts of these lifts are not available in the market. Hence,

निदेत

NBCC proposed to replace the existing lifts with the new one. The estimate submitted by NBCC for replacement of Goods & Passenger lifts installed at SDF F,G,H,I,J,K & Trading Block is same as the previous one.

4.7 It was placed before Authority in its meeting held on 23.03.2021. The Authority discussed the matter in details. The representative of M/s WAPCOS Ltd. informed that they proposed to use ECE, Birla Group lifts in which 80% indigenous parts and rest 20% overseas parts like motherboard/cards etc. will be used in the installation of the new lift. After due deliberations, Authority directed to representative of M/s WAPCOS Ltd. to get the quotations (including % of indigenous and overseas parts) from other brands which are manufactured in India and submit the same. Accordingly, the decision of NSEZ Authority was conveyed to M/s. WAPCOS Ltd. vide this office letter dated 08.04.2021.

4.8 M/s. WAPCOS Ltd. vide its letter dated 16.04.2021 submitted the cost wise details for the installation of new lifts from the various standard Lift manufacturer companies. Details are given below:-

| S.No. | Manufacturing Company | Type of lift | Amount (Rs in lakh) | Remarks |
|---|---|---|---|---|
| 1. | Schindler India Pvt. Ltd. | Goods Lift | 4166703.98 + GST@ 18% | 60% Indian make material use |
| | | Passenger Lift | 1753486.37 + GST@ 18% | |
| 2. | Johnson Lifts Pvt. Ltd. | Goods Lift | 2700000 + GST@ 18% | 89% Indian make material use |
| | | Passenger Lift | 1400000 + GST@ 18% | |
| 3. | ThyssenKrupp Elevator | Goods Lift | 26..00000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1350000 + GST@ 18% | |
| 4. | Otis Elevator | Goods Lift | 2730000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1320000 + GST@ 18% | |

4.9 It was placed before NSEZ Authority in its meeting held on 15.06.2021 for consideration. After due deliberations, Authority decided to replace the 04 nos. lifts (03 goods lifts in SDF H, K, J Block and 01 passenger lift in SDF Trading Block) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years (1 year warranty and 4 years maintenance). The Authority also decided to ask the consolidated estimate from M/s. WAPCOS Ltd. for replacement 04 nos. lifts (03 goods lifts and 01 passenger lift) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years (1 year warranty and 4 years maintenance) and repairing of 08 nos. lifts (03 goods lifts in SDF F, G & I Block and 05 passenger lifts in SDF F, G, H, I & J). Accordingly, the decision of NSEZ Authority was conveyed to M/s. WAPCOS Ltd. vide this office letter dated 07.07.2021.

निवेदन

4.10 M/s. WAPCOS Ltd. vide its letter dated 30.07.2021 has submitted the estimate of Rs.1,63,14,987/- including WAPCOS charges @5.70% for replacement of Goods & Passenger lifts in SDF Block H, J, K & Trading Block and repairing of Goods & Passenger lifts in SDF F,G,H,I & J Blocks before NSEZ Authority. Details of the estimate are as under:-

| S. No. | Description | Amount |
|---|---|---|
| 1. | Installation of new Goods & Passenger lifts in SDF Block H, J, K & Trading Block | 1,20,59,202.00 |
| 2. | Repairable parts for Goods & Passenger lifts in SDF Block F, G, H, I & J at NSEZ | 33,75,980.00 |
| **3.** | **Sub total** | **1,54,35,182.00** |
| 4. | WAPCOS charges @ 5.70% | 8,79,805.00 |
| | **TOTAL** | **1,63,14,987.00** |

4.11 In view of above, the estimate of Rs.1,63,14,987/- for replacement of Goods & Passenger lifts in SDF Block H, J, K & Trading Block and repairing of Goods & Passenger lifts in SDF F, G, H, I & J Blocks before NSEZ Authority was placed before Authority for examination and consideration.

**निर्णय:-** The Authority discussed the matter in detail. The Authority noted that M/s WAPCOS Ltd. has quoted their service charges @3.48% recently. The Authority after due deliberation, approved the estimate of Rs.1,59,72,326/-(Rs.1,54,35,182/- + Rs.5,37,144/- submitted by WAPCOS Ltd. (including service charges of Wapcos @3.48%) for replacement of Goods lifts in SDF Block H, J, K and Passenger lift in Trading Block with maintenance of said lifts for 1+4 years (1 year warranty and 4 years maintenance); and repairing of Goods lifts in SDF Block F, G,I and Passenger lift in SDF Blocks F,G,H,I,J, NSEZ of ThyssenKrupp Elevator/Otis Elevator make .

5. **Engagement of additional PSUs for Infrastructure work at Noida SEZ, Noida.**

5.1 It was informed to the Authority that Authority in its meeting held on 16.02.2021 was informed that Noida SEZ has engaged NBCC & NPCC for the purpose of development work in Noida SEZ. Further, M/s WAPCOS Limited has also been engaged for various day to day activities of operation & maintenance of the zone. Of late, it has been observed that when the number of development work is more, execution of work by the two agencies, i.e. NBCC & NPCC, take more time than expected in view of non-availability of dedicated supervisory staff at each site. This delay sometimes defeats the very purpose of the work for which it was to be undertaken.

5.2 In view of this Authority felt that Noida SEZ should engage more PSUs for Infrastructure

निति

work, which will not only result in healthy competition among the PSUs to complete the work within the stipulated time frame, but also monitoring of the work may also be done effectively.

5.3 The matter was placed before the Authority in its meeting held on 16.02.2021 to take a view and to deliberate how additional PSUs can be hired.

5.4 The Authority discussed the matter in detail. The Authority after due deliberations decided that expression of interest may be invited in compliance with relevant GFR provisions from Central PSUs like EIL, MECON etc. for Infrastructure work at Noida SEZ, Noida. Accordingly vide this office letters dated 24.06.2021, Expression of Interest(EOI) from following Central PSUs for infrastructure work at Noida SEZ was invited:-

1. Engineers of India Ltd.
2. MECON Limited.
3. WAPCOS Limited.
4. NBCC India Ltd.
5. NPCC Ltd.

5.5 This office has received Expression of Interest (EOI) for infrastructure work at Noida SEZ from following CPSUs. Details are as under:-

| S. No. | Details of CPSUs | Service Charge/ PMC | Existing Service Charge/PMC |
|---|---|---|---|
| 1. | NBCC (India) Ltd, incorporated in 1960, a "Navratna" blue-chip enterprise under Ministry of Housing and Urban Affairs(MoHUA), Govt. of India, | 07% | 9% |
| 2. | National Projects Construction Corporation Ltd., Miniratna, A Govt. of India Enterprise | 5.75% | 5.75% |
| 3. | WAPCOS Ltd., Mini-Ratna-I and ISO 9001:2015 accredited Public Section Enterprise under Ministry of Jal Shakti. | 3.48% | 5.70% |

5.6 In view of the above, the matter was placed before NSEZ Authority for further deliberation & direction.

**निर्णय:-** The Authority discussed the matter in detail. The Authority noted that M/s WAPCOS Ltd. quoted lowest service charge i.e. 3.48% as compared to NBCC (India) Ltd. and NPCC Ltd. The Authority deferred the matter for further discussions in the matter with the directions

निदे

09

that it will first review the performance of existing works awarded to M/s WAPCOS Ltd. and then decide further on the proposal. The Authority also directed that till a final decision in this matter is taken, all future work from any of the aforesaid PSUs should be awarded on the revised service charges/PMC offered by them.

6. <u>फर्म के नाम/संविधान में बदलाव के कारण मैसर्स शिमर इंटरनेशनल (अब मैसर्स कसिया कोचर एलएलपी) पर आवंटन शुल्क लगाने के सम्बन्ध में।</u>

6.1 It was informed to the Authority that the Authority in its meeting held on 20.11.2020 informed that the proposal of M/s. Shimmer International, a unit in NSEZ at SDF No. H-06(B) for change of name/constitution of the firm was considered by the Approval Committee in its meeting held on 21.09.2020.

6.2 Ms. Nidhi Khullar, Proprietress of M/s Shimmer International informed the Approval Committee that they are changing the constitution of the unit from proprietorship to LLP by way of acquisition of unit by newly formed entity i.e. Kassia Couture LLP.

6.3 The Approval Committee observed that the present request of the unit for change in constitution is tantamount to change in ownership and the applicability of transfer charges shall be first examined by the Estate Management Division.

6.4 The Approval Committee, unanimously took note of change of name/constitution of unit from "M/s. Shimmer International (a proprietorship firm of Ms. Nidhi Khullar)" to "M/s. Kassia Couture LLP (LLP firm with Ms. Nidhi Khullar and Mr. Pramod Vijay Khullar as partners)" in terms of Instruction No. 89 dated 17.05.2018 read with Instruction No. 90 dated 03.08.2018 subject to payment of transfer charges, if applicable.

6.5 Accordingly, change in the name/constitution of firm consisting of following partners has been taken note of in this office records vide this office letter dated 02.11.2020 issued from Project Section, NSEZ:-

| **Previous Promoter**<br>(M/s. Shimmer International) | **Present Partners and their Profit & Loss sharing ratio in M/s Kassia Couture LLP.** |
|---|---|
| Ms. Nidhi Khullar (Proprietress) | 1. Ms. Nidhi Khullar – 60%<br>2. Mr. P.V. Khullar – 40% |

6.6 As per decision taken by NSEZ Authority in its meeting held on 04.09.2012, "*In case of company/partnership, even if the LOA is same, no transfer charges shall be levied if there is change/transfer of equity up to 50%, but transfer charges shall be levied if more than 50% share/promoters/directors/partners are changed. In case of proprietary concerns, if there is change of hands, transfer charges shall be levied. In case there is change in name only with*

निधि

*no changes in constitution and ownership, no transfer charges shall be levied.*"

6.7 Proposal and decision taken by NSEZ Authority in its meeting held on 29.06.2015 regarding levy of allotment charges is as under:

"*In case of plots, we are charging transfer charges if more than 50% shareholding exchange it was proposed to adopt same analogy in the case of SDF. The Authority approved the proposal.*"

6.8 Keeping in view the above observation of UAC & decision of NSEZ Authority, it appears that allotment fees of Rs.5,50,515/-@Rs.1750/- per sq. mtrs in respect of SDF No. H-06(B), NSEZ, Noida is applicable as M/s Kassia Couture LLP is new entity.

6.9 Ms. Nidhi Khullar, Partner, M/s Kassia Couture LLP vide letter dated 10.11.2020 has informed that she had applied the change of name in her proprietorship company M/s Shimmer International to a Partnership company there by retaining majority share with herself. Now, as per the company law to convert a proprietorship company to a partnership company, she have to dissolve the proprietorship company firm and then change it into to a new partnership company either with the same name or any other name. She choose to make it a partnership LLP company but she could not get the same name of Shimmer into LLP company as the same has been taken over by somebody else. Therefore, she switched it to M/s Kassia Couture LLP and retaining the majority share in her name. She further informed that there is no change of promotors in this case and any demand of charges is illegal and without any logic. It simply means that they connot change any proprietorship company into a partnership company by retaining the majority share with the proprietor itself and their proposal was also approved by the Approval Committee in its meeting held on 21.09.2020. She has requested to provide the clarification in this regard by mentioning the concerned rules and notification in this regard.

6.10 In view of above, proposal was placed before NSEZ Authority in its meeting held on 20.11.2020 to take a view on imposition of Allotment Fee of Rs.5,50,515/-@1750/- per sq. mtrs as per observation of UAC & decision of NSEZ Authority.

6.11 The Authority discussed the matter in detail. The Authority after due deliberations, deferred the matter for next meeting and directed Sh. Rajeev Sharma, FCA, M/s Rajeev Sharma & Associates to submit his opinion in the matter. The Authority also directed the Estate Division to check with other SEZ Authorities about the applicable transfer charges/allotment fees in such cases.

6.12 Accordingly, vide this office letter dated 27.01.2021, Chairman & CEO of other 06 SEZ Authorities were requested to submit their inputs/comments about applicability of transfer charges/allotment fee in respect of change of name/constitution of firm and the practice being adopted there and vide this office letter dated 27.01.2021, M/s Rajeev Sharma & Associates was requested to expedite their opinion in the matter. Till date they have not submitted same.

6.13 This office has received inputs/comments from KASEZ, VSEZ and CSEZ Authority which reproduced as under-

**KASEZ Authority-**"*As per practice of this zone/Authority, if there is major change in share(more than 50%) in the partners/Directors, current lease rent fixed by the KASEZ Authority is charged and no transfer fees is being charged. However, such transfers are approved by the Unit Approval Committee in terms of Instruction No.89 dated 17.05.2018. In case of transfer under Rule 74A of SEZ Rules, 2006, transfer fee equivalent to Annual advance rent is charged.*"

**VSEZ Authority-** "*VSEZ Authority is not charging any transfer charges/allotment fee for change of name/constitution of firm.*"

**CSEZ Authority-** "*1. The lease rent should be cleared by the existing unit on date of transfer of leased property.*

*2. The unit shall pay the present lease rent to CSEZA i.e. revised annual lease rent in advance.*

*3. The unit shall pay transfer fee equivalent to 110% of the revised annual lease rent.*

*4. A fresh lease deed for the balance period should be executed on the basis of change of name of the company.*

*5. Necessary amendments have to be carried out in the LOA.*

*6. An undertaking should be submitted by the unit to take over the assets and liability of the transferring unit.*

*7. New project implications should be submitted by the unit to place before the UAC meeting.*"

6.14 It is clear that there are no uniform system available in other SEZ Authority (KASEZ, VSEZ & CSEZ Authority) in respect of change of name/constitution of firm.

6.15 It is also not clear from the decision of NSEZA as mentioned in para 6.6 above as to whether transfer charges shall be levied on more than 50% changes in existing shareholders/promoters/directors/partners or addition of more than 50% of new shareholders/promoters/directors/partners.

6.16 The Rule 6(1)(i) & (v) of Authority Rules, 2009 are reproduced as under:-

*"The Authority shall, -*

*(i) take all necessary measures for efficient management of the Zone and develop it as a financially viable organisation.*

*(v) have powers to raise resources in a manner consistent with provisions of the SEZ Act and Rules framed thereunder."*

6.17 Further provisions of section 34 of the SEZ Act, 2005 are reproduced as under:-

*"Functions of Authority*

*(1) Subject to the provisions of this Act, it shall be the duty of each Authority to undertake such measures as it thinks fit for the development, operation and management of the Special Economic Zone for which it is constituted.*

*(2) Without prejudice to the generality of the provisions of sub-section (1), the measures referred to therein may provide for -*

*( a) the development of infrastructure in the Special Economic Zone;*

*( b) promoting exports from the Special Economic Zone;*

*( c) reviewing the functioning and performance of the Special Economic Zone;*

*( d) levy user or service charges or fees or rent for the use of properties belonging to the Authority;*

*( e) performing such other functions as may be prescribed."*

6.18 In view of above, the matter was placed before NSEZ Authority for appropriate decision in this regard.

**निर्णय:-** The Authority discussed the matter in detail. The Authority after due deliberations, decided not to impose Allotment Fee of Rs.5,50,515/-@1750/- per sq. mtrs on M/s Kassia Couture LLP keeping in view that the proprietress still holds 60% stake in changed entity, and also slightly amended the decision taken by NSEZ Authority in its meeting held on 04.09.2012 as under:-

*"In case of more than 50% change in stake/shareholding/ownership, at one go or staggered in a block period, amongst the promoters of a unit, including by way of change of constitution of the entity, even if LOA remains the same, transfer charges/allotment fee shall be levied as per the rates decided by NSEZ Authority."*

निति न

13

7. <u>मैसर्स वन टच सलूशन्स इंडिया प्राइवेट लिमिटेड के निदेशकों में बदलाव के कारण ट्रान्सफर चार्जेज लगाने के सम्बन्ध में</u>।

7.1 It was informed to the Authority that that NSEZ Authority in it meeting held on 20.11.2020 informed that the proposal of M/s. One Touch Solutions (India) Pvt. Ltd., for change in directors of the company was placed before the Approval Committee in its meeting held on 09.01.2020. The Approval Committee, after due deliberations, took note of change in directors of the unit.

7.2 Accordingly, change in directors consisting of following directors of the company w.e.f. 26.02.2019 has been taken on records:

| **Directors before change** | **Directors after change** |
|---|---|
| 1. Mr. Bharat Surana<br>2. Mr. Madhu Surana | 1. Mr. Nortanmal Nahta<br>2. Mrs. Bimla Nahta |

7.3 It is mentioned that there is no change in shareholding pattern of the company due to change in directors. Shareholding pattern of the company prior to and after change in directors are as under:

| **Name of shareholder** | **Shareholding percentage before change** | **Shareholding percentage after change** |
|---|---|---|
| i) Mr. Bharat Surana | 25.67% | 25.67% |
| ii) Mrs. Kavita Parikh | 33.33% | 33.33% |
| iii) Mrs. Madhu Surana | 7.66% | 7.66% |
| iv) Mr. Dharmesh Shah | 33.33% | 33.33% |
| **Change in shareholding pattern** | **0%** | |

7.4 As per NSEZ Authority in its meeting held on 04.09.2012, "<u>*In case of company /partnership, even if the LOA is same, no transfer charges shall be levied if there is change/transfer of equity up to 50%, but transfer charges shall be levied if more than 50% share/promoters/directors/partners are changed*</u>*. In case of proprietary concerns, if there are changes of hands, transfer charges shall be levied. In case there is change in name only with no changes in constitution and ownership, no transfer charges shall be levied.*"

7.5 In this case, shareholding of the company has not been changed but all the directors of the company have been changed. Hence, transfer charges are applicable as per NSEZ Authority decision mentioned in para 4 above. In this regard, comments from M/s. Rajeev Sharma & Associates, Noida have been obtained.

नीरज

**File No.NSEZA/ADMN/05/2009/VOL-IV**

7.6 M/s. Rajeev Sharma & Associates, Noida submitted their comments regarding levy of transfer charges due to change of directors. They have opined that:-

1. Since there is more than 50% change in directors, the transfer charges shall be levied.
2. However, since the last line of the said decision stipulates that where there is no change in ownership and constitution, transfer charges shall not be levied.

7.7 Therefore, transfer charges may not be levied by the Competent Authority. However, it appears that suitable amendments to the said decision of NSEZ Authority held on 04/09/2012 with respect to levy of transfer charges need to be done so as to remove any conflicts in future.

7.8 Above facts were placed before Authority in its meeting held on 20.11.2020 to take a view in the matter and necessary decision. The Authority discussed the matter in detail. The Authority after due deliberations, deferred the matter for next meeting and directed Sh. Rajeev Sharma, FCA, M/s Rajeev Sharma & Associates to examine the matter in detail and to submit his opinion on the matter. The Authority also directed the Estate Division to check with other SEZ Authorities about the applicable transfer charges/allotment fees in such cases. Meanwhile the working of the unit would not be allowed to hamper merely on the ground of non-payment of transfer charges.

7.9 Accordingly, vide this office letter dated 25.01.2021, Chairman & CEO of other 06 SEZ Authorities were requested to submit their inputs/comments about applicability of transfer charges/allotment fee in respect of 100% change in directors of the company and the practice being adopted there and vide this office letter dated 25.01.2021(F/B), M/s Rajeev Sharma & Associates was requested to expedite their opinion in the matter. Till date they have not submitted same.

7.10 This office has received inputs/comments from KASEZ, VSEZ and CSEZ Authority which reproduced as under-

**KASEZ Authority-**"*As per practice of this zone/Authority, if there is major change in share(more than 50%) in the partners/Directors, current lease rent fixed by the KASEZ Authority is charged and no transfer fees is being charged. However, such transfers are approved by the Unit Approval Committee in terms of Instruction No.89 dated 17.05.2018. In case of transfer under Rule 74A of SEZ Rules, 2006, transfer fee equivalent to Annual advance rent is charged.*"

**VSEZ Authority-** "*VSEZ Authority is not charging any transfer charges/allotment fee for*

15

*100% change in directors of the company."*

**CSEZ Authority-**"*their office has not collecting any transfer charges/allotment fee in respect of change of directors of the company."*

7.11 From the above, it is clear that there are no uniformity amongst the SEZ Authorities in respect of 100% change in directors.

7.12 Further, it is not cleared from the decision of NSEZA as mentioned in para 7.4 above that whether transfer charges shall be levied on more than 50% changes in existing shares/promoters/directors/partners or addition of more than 50% of new shares/promoters/directors/partners.

7.13 The Rule 6(1)(i) & (v) of Authority Rules, 2009 are reproduced as under:-

> *"The Authority shall, -*
>
> *(i) take all necessary measures for efficient management of the Zone and develop it as a financially viable organisation,*
>
> *(v) have powers to raise resources in a manner consistent with provisions of the SEZ Act and Rules framed thereunder."*

7.14 Further provisions of section 34 of the SEZ Act, 2005 are reproduced as under:-

> *"Functions of Authority*
>
> *(1) Subject to the provisions of this Act, it shall be the duty of each Authority to undertake such measures as it thinks fit for the development, operation and management of the Special Economic Zone for which it is constituted.*
>
> *(2) Without prejudice to the generality of the provisions of sub-section (1), the measures referred to therein may provide for -*
>
> *( a) the development of infrastructure in the Special Economic Zone;*
>
> *( b) promoting exports from the Special Economic Zone;*
>
> *( c) reviewing the functioning and performance of the Special Economic Zone;*
>
> *( d) levy user or service charges or fees or rent for the use of properties belonging to the Authority;*
>
> *( e) performing such other functions as may be prescribed."*

7.15 In view of above, matter was placed before NSEZ Authority for appropriate decision in this regard.

**निर्णय:-** The Authority discussed the matter in detail and after due deliberations, decided that no transfer charges shall be levied on M/s One Touch Solutions (India) Pvt. Ltd. keeping in view that change of directors is a very common phenomenon and further amendment in the decision on the subject as given in Agenda item No. 6 above.

8. सर्विस सेंटर की छत पर स्थापित सोलर सिस्टम के पुनसंचालन के सम्बन्ध में।

8.1 It was informed to the Authority that the Authority in its meeting held on 26.06.2019, directed Estate Management Division to prepare tender documents for e-tendering in accordance with the guidelines of CVC. It was also directed to consult the officers of Uttar Pradesh Power Corporation Ltd. for grid connectivity before e-tendering.

8.2 Accordingly, the Executive Engineer of Uttar Pradesh Power Corporation Ltd. vide this office letter dated 12.07.2019 and reminder letters 16.10.2019, 28.01.2020 & 06.08.2021 has requested to let this office know as to what procedure/formalities to be adopted/followed for on-grid connectivity of 100KWp Solar Power Plant installed at roof top of Service Centre building, NSEZ and what are the rates for solar energy to be provided to grid.

8.3 The Executive Engineer of Uttar Pradesh Power Corporation Ltd. vide its letter dated 13.08.2021 has submitted copy of RSPV Regulation, 2019 dated 04.01.2019 alongwith Annexure-I, II & III(A). UPPCL has mentioned that rooftop solar may be connected with Grid as per point No. 2(k) of the said Regulations. Regulation No.2(k) is as follows:

"*Eligible consumer, for Net Metering Scheme means the consumers of a Licensee under agriculture (LMV-5) category or domestic consumers under LMV-1 category. While under Gross Metering Scheme means a consumer of electricity in the area of supply of the Distribution Licensee, who intends to set up a grid connected rooftop Solar PV system in the consumer's premises which can be self-owned or third party owned, with an intent to sell the entire electricity to the distribution licensee at the rate prescribed by the Commission.*"

8.4 Further with reference to this office letter dated 06.08.2021, M/s WAPCOS Ltd. vide its letter dated 25.08.2021 has informed that a site inspection was carried out on 07.08.2021 along with NSEZ official to understand the exact scope of work. It was found 80% of solar plate is not working properly and inverter has been damaged also. They have submitted the estimated cost of Rs.54,36,151/- for the same. Details of estimate are as under:-

| S. No. | Description | Amount ( in Rs.) | Remarks |
|---|---|---|---|
| 1. | Repair work of 100 KW Solar Panel at Service Centre, NSEZ | 51,43,000.00 | Rates based on quotation. |

नीरज

| | | | |
|---|---|---|---|
| 2. | WAPCOS PMC Charges@5.70% | 2,93,151.00 | |
| 3. | **Total(1+2)** | **54,36,151.00** | |

8.5.1 It was also informed to Authority that earlier the work of re-operationalization of rooftop solar system was awarded to PEC Ltd. @Rs.18,50,000/- on 23.04.2018. However due to financial and manpower problems, PEC Ltd. could not carry out the work. Later the NSEZA had in its meeting held on 14.01.2019 decided to award the work for re-operationalization of rooftop solar system to NPCC Ltd. in terms of Rule 133(3) of GFR. NPCC had submitted an estimate of Rs.2725226.09(including contingency @3% and PMC Charges @5.75% but excluding labour cess). Another private player namely AN Electromech referred by Mr. Puneet Kapoor, ex-Member of NSEZA (from Trade) has also submitted its estimate of Rs.2988583.60(off grid) and Rs.778043.60(on grid).

8.5.2 The estimates were examined by a committee headed by JDC. The committee observed that estimates submitted by NPCC Ltd. were on higher side as compared with other two. The committee recommended invitation of open e-tender for the work. The recommendations of the Committee were then considered by the NSEZA in its meeting held on 26.06.2019. The Authority agreed with the recommendation and directed to prepare e-tendering documents as per CVC guidelines. The Authority also directed to consult uPPCL for grid connectivity before e-tendering. Accordingly matter was being taken up with UPPCL which has now given some inputs as mentioned in para 8.3 above.

8.6 The Authority was further informed that as regards estimates submitted now by WAPCOS the same appear to be on very much higher side. WAPCOS has mentioned repair of Solar panels in its covering letter but letter of some third party attached with the WAPCOS letter mentions replacement.

8.7 In view of above, the matter was placed before NSEZ Authority to take a view in this regard.

**निर्णय:-** The Authority discussed the matter of re-operationalization of solar system at rooftop of service centre, NSEZ building, in detail. The Authority after due deliberations, directed representatives of M/s WAPCOS Ltd. to submit separate estimates for (i) bringing the solar system in operational condition with the existing solar plates/panels with necessary repairs/replacement, if at all required; (ii) re-operationalization of 100 KW solar system by replacing the existing panels with completely new panels of latest technology. Keeping in view that the work of re-operationalization of solar system on rooftop has to be done on priority, the Authority empowered its Chairman for giving financial sanction with regard to above work on file in case expenditure for installation of new solar panel of 100 KW with latest technology goes beyond Rs. 50.00 lakh.

9. एसडीएफ डी. ई. के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० के नवीनीकरण हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में।

9.1 It was informed to the Authority that M/s. NBCC (India) Ltd. was requested vide this office letters dated 18.09.2019, 18.10.2019 & 08.11.2019 to submit the scope of work and estimate for following works:-

1. Water proofing of SDF 'K' Block.
2. Additional work of water proofing (brick coba) on 2500 sq. mtr. roof top on E Block, NSEZ.
3. Replace the water line with CPVC line.
4. Repairing of water tank stand.
5. Replacement of damaged water tanks.
6. Repairing and painting of walls in SDF D & E Block.
7. Replacement of ACP in SDF E Block & Trading Block.

9.2 NBCC (India) Ltd., vide its letter dated 13.12.2019 submitted the provisional estimate for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida for Rs.2,40,86,112/- including 3% Contingency, 2% Design & Drawing charges, & 9% NBCC Centage. The estimate was placed before the Committee in its meeting held on 05.03.2020 to examine and recommend suitably. The Committee discussed the estimate in detail and after due deliberations recommended to place the estimate before NSEZ Authority in its next meeting for approval. Accordingly, the recommendations of Committee were placed before Authority in its meeting held on 22.07.2020 for approval.

9.3 The Authority in its meeting held on 22.07.2020 deferred the proposal of renovation work of SDF 'E' Block & Trading Block, SDF 'D' Block and SDF 'K' Block at NSEZ, Noida. The Authority directed to elaborate all details in the agenda and place it in next meeting along with need and urgency of the proposed work.

9.4 Meanwhile, the above SDF blocks were visited by Zone Authorities on 17.11.2020 to see the condition of SDFs and broadly understand the scope of work. It was observed that in these SDF Blocks some portions of roof require urgent water proofing, water pipes are rusted and need replacement, false ceilings are broken and need repair, plaster are peeled and shafts are in dilapidated conditions. These require immediate repair/maintenance so as to avoid any causality.

9.5 Accordingly, full facts in the matter were placed before Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and

19

deferred the matter for its next meeting with the direction to M/s NBCC to give building wise estimates excluding Trading Block for the works to be essentially done, including the shaft areas wherever it is in dilapidated condition. NBCC was also directed to specifically include costing for dismantling of the false ceiling in respective Blocks, which have been proposed for renovation as there is no need of false ceiling in common area of SDF. The decision of NSEZ Authority was conveyed to NBCC vide this office letter dated 15.01.2021.

9.6 M/s. NBCC (India) Ltd. vide its letter No. NBCC/ZH/NCR/DGM/2021/15 dated 05.02.2021 submitted the revised provisional estimate for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida for Rs.4,47,16,340/- including 3% Contingency, 2% Design & Drawing charges, & 9% NBCC Charges. The revised estimate of Rs.4,47,16,340/- was placed before NSEZ Authority in its meeting held on 23.03.2021 for further examination and consideration. The Authority after due deliberation decided to defer the proposal for next meeting. The matter was again placed before NSEZ Authority in its meeting held on 15.06.2021 for further examination and consideration.

9.7 The Authority discussed the matter in details. The members of Authority felt that the estimate submitted by M/s. NBCC India Ltd. was on higher side. The Authority after due deliberation decided to constitute a Committee comprising Sh. Nitin Gupta, Deputy Development Commissioner, NSEZ, Sh. Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ and trade members. The Committee will inspect the SDF D, E and Trading Block physically and explore the required scope of work for renovation. The committee will also examine and finalize the required scope of work for renovation of SDF 'K' Block as construction of K Block was completed during the year 2007 and renovated on June, 2017. After finalization of scope of work by Committee, estimate will be asked from M/s. NBCC India Ltd., NPCC Ltd. and WAPCOS Ltd.

9.8 Accordingly, the committee physically inspected all the locations on 15.07.2021 and identified the following scope of work for each block towards repair/renovation and recommeded too place the same before NSEZ Authority for consideration:-

**SDF E-1 Block**:-

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)

- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of False Ceiling.
- Water tank slab to be Demolished and tanks to be shifted on roof top
- Repair of broken ACP Panel.
- Water proofing work under terrace tank.
- Installation of Terrace tank 40,000 liter capacity (8 tanks of 5000 liter capacity each).
- Repair of shaft area.
- Replacement of water line of roof top.

**SDF E-2 Block**:-

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows glasses.
- Fixing/repair and painting of M.S. Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of False Ceiling.
- Water tank slab to be Demolished and tanks to be shifted on roof top
- Repair of broken ACP Panel.
- Water proofing work under terrace tank.
- Installation of Terrace tank 40,000 liter capacity (8 tanks of 5000 liter capacity each).
- Repair of shaft area
- Replacement of water line of roof top

**SDF D BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.

(२१)

- Repair of False Ceiling.
- Water proofing work under terrace tank.
- Water proofing work in Lift Pit.
- Repair of one Aluminium window in common area.
- Repair of shaft area
- Replacement of water line of roof top

**SDF K BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair/replacement and painting of M.S Door in at roof top.
- Painting of Staircase railing.
- Water proofing in Terrace.
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Flooring work in lift lobby area.
- Repair of broken Switch Boards.

**TRADING BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Repair of broken ACP Panel
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of rain water pipe.

9.9 The recommendations regarding above scope of work identified by the Committee were placed before NSEZ Authority for further examination and approval.

**निर्णय:-** The Authority discussed the matter in detail. The Authority after due deliberations, approved the scope of work as identified by the Committee and directed to ask estimates for the same from M/s NBCC (India) Ltd., M/s NPCC Ltd. and M/s WAPCOS Ltd.

10. <u>ग्राम भूड़ा के सरकारी स्कूल में खेल सुविधाओं के लिए अनुदान के सम्बन्ध में।</u>

10.1 It was informed to the Authority that Competent Authority has decided on file to place a proposal before the NSEZ Authority regarding providing infrastructure support to the Government School at Village Bhuda near NSEZ, for further deliberation/decision.

10.2 Accordingly, proposal was placed before the NSEZ Authority for discussion and appropriate decision in this matter.

**निर्णय:-** The Authority observed that Ministry has directed the Authority to carry out plantation and cleanliness drive in zone as well as in nearby hospital or school. . the Authority has also noted that funds amounting to Rs.1.65 crores has been earmarked towards Swacchta Action Plan for the year 2021-22. The Authority decided to carry out work related to swachhta/renovation and providing infrastructure support to the school and earmarked a fund of Rs.2.00 lakh for the purpose during the year 2021-22. The Authority also advised to take NSEZ Entrepreneurs Association onboard to provide support the school in terms of dustbins, cleaning material, fans etc. through CSR funds of the Units.

11. <u>एन०एस०ई०जेड० इकाईयों के लिए कल्याण एवं मनोंरजन केंद्र के सम्बन्ध में।</u>

11.1 It was informed to the Authority that Competent Authority has decided on file to place a proposal before the NSEZ Authority regarding creation of Wellness and Recreation Centre in NSEZ for NSEZ unit, for further deliberation/decision.

11.2 Accordingly, proposal was placed before NSEZ Authority for discussion and appropriate decision in this matter.

**निर्णय:-** The Authority discussed the matter in detail. The Authority after due deliberations, decided to create a Wellness and Recreation Centre in NSEZ for the NSEZ unit. The Authority proposed that facilities of Kitchen, Dining cum conference hall, appropriate outdoor and indoor sports and Gym shall be in said Wellness and Recreation Centre. In this connection, a meeting with NSEZ Entrepreneurs Association may be scheduled for further discussion and finalization of the same.

12. <u>मैसर्स एनपीसीसी लिमिटेड द्वारा की जा रही परियोजनाओं की समीक्षा।</u>

Progress report in respect of ongoing projects awarded to NPCC was placed before the Authority. The Authority reviewed the projects one by one and took note of progress made. M/s NPCC Ltd. requested to grant extension of time up to 30.09.2021 in respect of repairing of park No. 2, 3, 4 & 5, NSEZ. Authority agreed for extension subject to submission of written request of M/s NPCC Ltd. This will be the last extension and no further extension shall be granted.

23

13. मैसर्स वाप्कोस लिमिटेड द्वारा दी जा रही सेवाओं के प्रदर्शन की समीक्षा।

Progress report in respect of ongoing projects awarded to WAPCOS was placed before the Authority. The Authority reviewed the projects one by one and took note of progress made. M/s WAPCOS Ltd. requested to grant extension of time up to 30.09.2021 in respect of construction of Cycle track in NSEZ, Noida. Authority agreed for extension subject to submission of written request of M/s WAPCOS Ltd.

14. **Transfer of building erected at Plot No. 150A, NSEZ, Noida in favour of M/s. Taurus Englobe(additional agenda).**

14.1 It was informed to the Authority that liquidation proceedings were initiated in respect of M/s. ANG Industries Ltd.. Plot No. 150-A & SDF No. I-11, NSEZ under the provisions of Insolvency and Bankruptcy Code, 2016 by an order passed by Hon'ble NCLT, New Delhi on 01.10.2019.

14.2 Brief facts in respect of Plot No. 150-A, NSEZ are as under:-

1. LOA No. 02/13/2005-Proj/6678 dated 11.08.2005 was issued to M/s. ANG Auto Tech Pvt. Ltd. which was valid upto 20.08.2016.
2. Plot No. 150A, NSEZ was transferred to M/s. ANG Auto Tech Pvt. Ltd. vide this office letter dated 18.08.2005 and possession was given on 15.12.2005.
3. The name of the unit changed from M/s. ANG Auto Ltd. to M/s. ANG Industries Ltd. vide letter dated 15.10.2010.
4. NOC for mortgage of building at Plot No. 150A, NSEZ was issued to M/s. ANG Industries Ltd. in favour of Yes Bank Ltd. on 17.09.2012.
5. Notice under Section 7 of P.P. Act, 1971 were issued on 08.08.2013 and 02.02.2016.
6. Order under Section 7 of P.P. Act. 1971 was issued on 11.03.2016.
7. Notice under Section 4 of P.P. Act, 1971 was issued on 01.07.2016.
8. Eviction Order under Section 5 of P.P. Act, 1971 was issued on 09.11.2016.

14.3 Brief facts in respect of SDF No. I-11, NSEZ are as under:-

1. SDF No. I-11, NSEZ was allotted to M/s. ANG Auto (P) Ltd. on 09.05.2005 and possession was given on 26.05.2005.
2. The name of the unit changed from M/s. ANG Auto Ltd. to M/s. ANG Industries Ltd. vide letter dated 15.10.2010.
3. Notice under Section 7 of Public Premises Act, 1971 was issued on 13.03.2013 & 12.09.2014.
4. Notice under Section 4 of Public Premises Act, 1971 was issued on 08.04.2013, 20.01.2015 & 01.02.2016.
5. Order under Section 5 of Public Premises Act, 1971 was issued on 09.11.2016 &

नितिन

22.12.2016.

6. The unit vide its letter dated 30.09.2016 requested this office to transfer the assets and liabilities of SDF No. I-11, NSEZ. The unit was called for personal hearing vide this office letter dated 02.12.2016 but no one appeared on behalf of the unit.
7. Recovery Certificate under Section 14 of Public Premises Act, 1971 was issued on 11.11.2016 and reminders were issued on 20.04.2017, 02.06.2017 & 11.07.2017.
8. The unit was again called for personal hearing vide e-mail dated 11.04.2017 but no one appeared on behalf of the unit.

14.4 Gist of liquidation proceedings against M/s. ANG Industries Ltd.:-

1. Sh. Ankit Kishore Sinha, Liquidator of M/s. ANG Industries Ltd. vide letter dated 22.10.2019 informed this office that liquidation has been initiated in respect of M/s. ANG Industries Ltd. under the provisions of Insolvency and Bankruptcy Code,2016 by an order passed by Hon'ble NCLT, New Delhi on 01.10.2019.
2. The status of M/s. ANG Industries Ltd. and lease rent dues were conveyed to the liquidator vide this office letter dated 02.12.2019 and the claim for lease rent amounting to Rs.83,69,574/- (Rs.27,20,516/- in respect of Plot No. 150A, NSEZ and Rs.56,49,058/- in respect of SDF No. I-11, NSEZ) outstanding upto 31.12.2019 was also filed in the prescribed format i.e. Form C.
3. The liquidator admitted our claim of Rs.10,08,730/- in respect of Plot No. 150A, NSEZ and Rs.23,33,343/- in respect of SDF No. I-11, NSEZ pertaining to CIRP period i.e. from 01.09.2017 to 30.09.2019.
4. Our legal firm had been requested vide e-mail dated 02.03.2021 & 15.04.2021 to submit legal opinion in the matter. Legal firm vide e-mail dated 03.05.2021 informed that an amount distributed by the Ld. Liquidator is in terms of section 53 of IBC, wherein the unsecured crown debts (Govt. operational debts) are less prioritized and it might be fruitless to contest the same. Therefore, without prejudice to effect the future liabilities, NSEZ may accept the same. Accordingly, an amount of Rs.10,08,730/- against the outstanding lease rent in respect of Plot No. 150A, NSEZ was deposited in NSEZ Authority account.
5. No payment in respect of SDF No. I-11, NSEZ has been received till date. A letter dated 12.07.2021 has been issued to the liquidator to deposit the admitted claim amount in respect of SDF No. I-11, NSEZ.
6. M/s. Taurus Englobe vide letter dated 09.02.2021 informed that they are the successful bidder of the auction held by the Official Liquidator of NCLT of the property bearing No. 150A, NSEZ in the name of M/s. ANG Industries Ltd. and requested this office to

complete the process to issue the possession letter. A letter dated 12.07.2021 has been issued to M/s. Taurus Englobe to clear the remaining lease rent dues amounting to Rs.29,58,999/- outstanding upto 30.09.2021 in respect of Plot No. 150A, NSEZ and to pay transfer charges and security deposits etc. in this office for taking over the possession of Plot No. 150A, NSEZ.

14.5 Now, M/s. Taurus Englobe vide its letter dated 18.07.2021 has submitted the point wise reply of this office letter dated 12.07.2021 and mentioned as under:-

1. That Taurus Englobe has not been provided with the original sub-lease of the property as the first allottee has misplaced the same. The unit has enclosed a copy of the sub-lease deed and a copy of missing report submitted in the Police Station, Phase-II, Noida.
2. That any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property. Further, the NSEZ Authority has filed a claim in regards to all liabilities of the Corporate Debtor with the Ld. Official Liquidator and a partial amount has already been released by the Ld. Official Liquidator in favour of the NSEZ Authority. Therefore, no outstanding dues/ charges are payable by Taurus Englobe in this regard. Further, since the Ld. Official Liquidator handed over the possession of the said assets to Taurus Englobe, vide its letter dated 08.02.2021, in accordance with the law, NSEZ Authority is requested to re-calculate the Lease Rent from the date of possession, i.e. 08.02.2021 and provide Taurus Englobe with the revised quarter rent amount to be paid in favour of NSEZ Authority.
3. That the clause relating to transfer charges has been amended/ rectified by the Ld. Official Liquidator vide its letter dated 08.07.2021. In its letter, the Ld. Official Liquidator replaced and amended the previous clause, which stated,

   *"Any transfer fees and incidental charges payable in relation to such grant of rights shall be borne by the purchaser"*

   with the new clause which says,

   *"Any fee and incidental charges (if any) as per auction rules (procedure) of NSEZ Authority shall be applicable on the purchaser".*

   Unit has further mentioned that it is patently clear from a bare perusal of the amended clause that the word "transfer fee" has been deleted. Hence, no transfer charges are required to be deposited by Taurus Englobe to gain possession of the

Property. Therefore, it is requested that the NSEZ Authority delete the transfer charges since they are not applicable in the present matter. Without prejudice to the above, it is submitted that in order to remove any ambiguity, obviate any miscommunication in this regard, it is humbly requested that NSEZ Authority provide Taurus Englobe with a copy of its Auction rules under which such transfer charges/fees have been levied upon Taurus Englobe.

4. That Taurus Englobe is agreeable to pay the sum of INR 4,05,986/- towards security deposit. The said security amount will be released by the NSEZ authorities, along with interest thereon, at the time of vacating the plot.
5. That Taurus Englobe is agreeable to pay the sum of INR. 1,18,301/- towards advance lease rent and water charges, for the next quarter.
6. That any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property. Thus, Taurus Englobe is not required to pay the customs dues of the previous allottee, and NSEZ Authority is requested to delete the above charges since they are not applicable in the present matter. Whatever duties will be applicable if Taurus Englobe plans to take these machineries outside the SEZ, Taurus Englobe shall pay whatever the duties applicable at the time.
7. That Taurus Englobe is willing to provide the undertaking as required, within 45 days from the date of confirming their letter.
8. That Taurus Englobe is not liable for the outstanding dues of the previous allottee. Any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property.

14.6 Further, the unit has requested this office to provide the requisite documents and amend transfer charges and the lease amount payable and also requested to allow them to execute a new sub-lease deed to enable them to start their export activities.

14.7 The Authority was informed that M/s Taurus Englobe has, vide its letter dt. 09.02.2021, intimated that it purchased property at Plot No. 150-A, NSEZ in auction conducted by Ld. Liquidator appointed by Hon'ble NCLT in the matter of ANG Industries Ltd. Main issues which emerge from the above which need to be deliberated here regarding transferring the possession of above mentioned plot to the transferee, are as under:

i) **Issues pending with Liquidator**: Against the outstanding lease rent amount of Rs. 27,20,516/- intimated to the Liquidator in Form C, the Liquidator has paid Rs. 10,08,730/- only. In this regard legal opinion was sought from the Legal Retainer who vide their email dt. 03.05.2021 mentioned that the amount received from the Ld. Liquidator is in terms of section

53 of IBC and since Govt. operational debts are less prioritised, it might be fruitless to contest the same; and therefore, without prejudice to effect the future liabilities, NSEZ may accept the same. Accordingly the said amount of Rs. 10,08,730/- received from the Liquidator has been deposited into NSEZ Authority account.

Further vide this office letter dt. 12.07.2021, the Liquidator has been requested to provide his calculation sheet of outstanding lease rent and documentary proof regarding distribution of assets in terms of Section 53 of IBC, 2016 confirming the share of NSEZA (in addition to taking up unsettled issues reg. SDF I-11 with him against which no claim amount has yet been received and the SDF is yet to be taken over by Zone Admin). However reply from the Liquidator is awaited.

ii) **Pending compliances on the part of Transferee**: To enable this office to transfer the physical possession of plot in question in favour of the transferee, this office vide letter dt. 12.07.2021 has requested the transferee to deposit original deed of plot, pay outstanding lease rentals, transfer charges, security money, one quarter lease rent/water charges, ascertain and pay Customs dues, submit undertaking reg payment of outstanding dues to UPPCL/FIs etc, if any. The transferee has however refused to pay outstanding lease rentals, transfer charges, Customs dues and submission of undertaking reg payment of outstanding dues to UPPCL/FIs etc, if any. Further the transferee has said that it is ready to pay refundable security money with the condition that at the time of vacation of plot NSEZA shall refund the same along with interest. Further the transferee has mentioned that they have already taken possession from the Liquidator and need not take separate possession from NSEZA. In this regard, as per records, the following submissions are made for taking a view in the matter:

a) Refusal to Payment of applicable transfer charges/outstanding dues etc.: Transferee has refused to pay outstanding lease rentals, transfer charges, Customs dues, UPPCL/FIs dues. In this regard it is mentioned that the Liquidator has given a clause in its certificate of sale dt. 08.02.2021 which says that "*Any transfer fees and incidental charges payable in relation to such grant of rights shall be borne by the purchaser*" The transferee says that this clause has been subsequently amended by Liquidator through his letter dt. 08.07.21 and now the clause says that "*Any fee and incidental charges (if any) as per auction rules (procedure) of NSEZ Authority shall be applicable on the purchaser*". Though no such letter from the Liquidator amending the clause has been received in NSEZ however still more or less the meaning of amended clause appears to be same regarding the liability to pay fees and charges. Reasons for such change in clause by

**File No.NSEZA/ADMN/05/2009/VOL-IV**

Liquidator are not known as yet. The transferee unit has also sought a copy of auction rules levying transfer charges.

In this regard, it is mentioned that as per decision taken by NSEZ Authority in its meeting held on **05.03.2012** for transfer of land allotted to the unit in NSEZ:-

"*Transfer of building including plot is to be allowed to a unit having valid LOA on payment of transfer charges at the rate of Rs.450/- per sq. mtr. in case of functional unit and Rs.800/- in case of non-functional unit or not having completion certificate.*"

As per the decision of NSEZ Authority taken in its meeting held on 05.03.2012, transfer charges shall be levied for transferring the plot along with the building if LOA has been obtained afresh.

NSEZ Authority in its meeting held on **03.01.2013** revised the rates of transfer charges from Rs.450/- to Rs.550/- and Rs.800/- to Rs.1000/-.

Decision taken by NSEZ Authority in its meeting held on **26.10.2015** regarding liabilities of Commercial Deptt. (VAT), Service Tax and UPPCL, if any at the time of fixation of reserve price is as under:-

"*If any case comes for disposal of building etc. an undertaking/affidavit to this effect may also be taken from the unit that no dues of above agencies are pending against the SEZ unit and in case any liability, penalty is imposed and required to be paid subsequently, the unit/ promoters will have to pay the same.*"

In the Certificate of Sale issued by the liquidator on 08.02.2021 , it has been mentioned that the sale of the schedule assets has been made on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis" Besides, it is mentioned that our legal firm had opined in the matter of M/s. Pearl Syntax (Plot No. 183, NSEZ) that the auction purchaser must have agreed to purchase the said Unit on 'as is where is' basis and therefore the liability and previous dues, if any of the said Unit should be cleared by the successful auction purchaser.

Here it is mentioned that transfer charges have been made applicable by NSEZA as per its decision taken in its meeting held on 05.03.2012 and revised to the current rates in its meeting held on 03.01.2013. Further it is mentioned that this office had clearly mentioned in its terms and conditions, including applicable transfer charges, vide this office detailed

(29)

letter dt. 03.12.2019 written to the Liquidator before initiation of auction process by Liquidator.

**b) Separate possession:** It may be mentioned that plot of land has never been a part of Liquidation process and its possession/lease rights can only be given by NSEZA to the transferee for which physical possession handover/take over appears to be necessary for execution of sub-lease deed in favour of the transferee. Even the transferee in its letter dt. 09.02.2021 has requested to issue possession letter from this office. Besides in various other similar cases, physical possession have been given by NSEZA to transferee/purchasers.

**c) Refund of Security money with interest:** Decision to obtain security money equivalent to one year lease rent from new allottees was taken by NSEZA in its meeting on 18.06.2012 with a view to treat the security money as a guarantee in case the unit defaults in payment of rent/other dues to NSEZA during its possession of the allotted premises. There is no mention in the decision to pay interest on such security money to the unit. The security money deposited by units is refunded to the units without any interest at the time of vacation of the premises. The allotment letter issued to the unit also does not have any such mention reg. payment of interest on such refund.

14.8 In view of above, matter was placed with full facts before the NSEZ Authority for detailed deliberations and decision on the issues involved and raised by the transferee unit.

**निर्णय:-** The Authority discussed the matter in detail. The trade member informed that some plots after the auction by other Government Authorities have been lying unutilized in the absence of proper guidelines in the matter and this is an opportunity loss to the zone as productive economic activities to relaize the objectives of the SEZ Scheme are not being carried out from such plots. It was suggested to take a concrete view in consultation with the Department so that proper economic activities may be carried out from such plots. The Authority after due deliberations, decided to refer the matter to DOC for necessary direction and authorized Development Commissioner and CEO to examine the request of the unit on file, keeping in view the need to generate economic activities through exports which would also lead to investment and employment generation.

15. **जोन परिसर में रोड क्रासिंग पर लगे हुए लोहे के जालों को बदलने के सम्बन्ध में(additional**

नितिन

**agenda) |**

15.1 एन०एस०ई०जेड० प्राधिकरण को यह सूचित किया गया कि इस कार्यालय के पत्र दिनांक 21.06.2021 के द्वारा मैसर्स वाप्कोस लिमिटेड को साईट का निरीक्षण कर उपरोक्त कार्य का प्राक्कलन शीघ्र इस कार्यालय में प्रस्तुत करने के लिए कहा गया था |

15.2 मैसर्स वाप्कोस लिमिटेड ने उनके पत्र दिनांक 01.07.2021 के द्वारा जोन परिसर में रोड़ क्रासिंग पर लगे हुए लोहे के जालों को बदलने हेतु **रु 7,45,899/-** का प्राक्कलन प्रस्तुत किया है जिसका विवरण निम्नलिखित है -

| S. No. | Description | Amount ( in Rs.) | Remarks |
|---|---|---|---|
| 1. | Installation of new steel Jall at road crossing in NSEZ as per the requirement of site. | 6,85,122.00 | Rates based on DSR, 2018 |
| 2. | WAPCOS PMC Charges@5.70% | 39,052.00 | |
| 3. | **Total(1+2)** | **7,24,174.00** | |
| 4. | Contingency @ 3% | 21,725.00 | |
| 5. | **Grand Total(3+4)** | **7,45,899.00** | |

15.3 प्राधिकरण को यह भी सूचित किया गया कि जोन की सड़कों पर लगे लोहे के बहुत से जाल टूट/ उखड चुके है जिसकी वजह से ये टूटे जाल सड़क पर चलने वाले वाहनों के लिए खतरा बन चुके हैं | इनकी शिकायते भी विभिन्न माध्यमो से जोन प्रशासन को लगातार प्राप्त हो रही है | इन टूटे/उखड़े जालों को कई बार NSEZA ने उपलब्ध संसाधनों द्वारा refix भी कराया है लेकिन उक्त जालों की स्थिति ज्यादा खराब होने के कारण इन्हें तत्काल बदलना/मरम्मत कराना अतिआवश्यक है |

15.4 इस सम्बन्ध में यह प्रस्तुत किया गया कि NPCC ने पूर्व में अपने पत्र दिनांक 05.06.2020 के माध्यम से उक्त ख़राब जालो को बदलने/मरम्मत करने हेतु कुल खर्चा रु 7,90,796/- (रु 7408 लेबर सेस मिलाकर) का एस्टीमेट इस कार्यालय में दिया था लेकिन इस कार्याय द्वारा एस्टीमेट की राशि अधिक प्रतीत होने की कारण NPCC से उक्त कार्य हेतु पुन : मुआइना कर संशोधित प्राक्कलन जल्द से जल्द इस कार्यालय में प्रस्तुत करने हेतु निवेदन किया गया था | लेकिन अभी तक NPCC ने दोबारा कोई जवाब नहीं दिया है | दिनांक 05.06.2020 को NPCC से प्राप्त हुए एस्टीमेट निम्निखित है:

| SL. No. | Description | Amount |
|---|---|---|
| A | Total amount of works | 7,19,216.03 |

नितिन

31

| | | |
|---|---|---|
| B. | Contingency@3% ON C | 21,576.48 |
| C | TOTAL | 7,40,792.51 |
| D | Labour Cess @ 1% on C | 7407.93 |
| E | PMC Charges @5.75% on C | 42,595.57 |
| F | GRAND TOTAL | **7,90,796.00** |

**NPCC has mentioned that rates are as per DSR 2018 and GST will be applicable as per Govt. rates.*

15.5 अतः उक्त कार्य की तात्कालिक जरुरत को देखते हुए NPCC एवं WAPCOS से प्राप्त एस्टिमेट्स को एतद्द्वारा NSEZ प्राधिकरण के समक्ष विचारार्थ/निर्णय हेतु किया गया ।

**निर्णय:-** प्राधिकरण ने उपरोक्त मामले पर विचार विमर्श किया और कार्य की तात्कालिक जरुरत को देखते हुए, जोन परिसर में रोड़ क्रासिंग पर लगे हुए लोहे के जालों को बदलने हेतु WAPCOS से प्राप्त प्राक्कलन **रु 7,45,899/-** की स्वीकृति प्रदान की तथा कार्य को जल्द से जल्द करवाने का निर्देश दिया | हालांकि सेवा शुल्क/पीएमसी 3.48% होना चाहिए, जैसा कि वैपकोस ने विकास कार्यों के लिए अतिरिक्त पीएसयू को शामिल करने के प्राधिकरण के पत्र के संबंध में अपने संशोधित प्रस्ताव में दर्शाया है

16. **Request to increase salary/perks of DEOs and Technical Staff in NSEZ(additional agenda).**

16.1 It was informed to NSEZ Authority that M/s WAPCOS Ltd. vide this office letter dated 07.05.2019 has engaged to undertake various services required by this office at lump sum service charges of ₹ 39,40,000/- for a period of one year w.e.f. 01.07.2019. The Contract period of WAPCOS Ltd. has been extended upto 30.06.2022 on same rate, Terms & Conditions. M/s WAPCOS Ltd. vide e-mail dated 31.10.2020 has informed that M/s Vimal Enterprises has been selected via e-tender for deployment of manpower at NSEZ at a total cost of ₹.81,07,688/- for a period of 8 months i.e.01.11.2020 onwards. This office has approved ₹79,97,336/- for actual deployment of manpower for a period of 8 months i.e. 01.11.2020 onwards. Accordingly, monthly cost is ₹9,99,667/-. M/s WAPCOS Ltd. vide its letter dated 31.07.2021 has extended contract period of M/s Vimal Enterprises upto 30.06.2022.

निधि

16.2 It was also informed to NSEZ Authority that M/s WAPCOS Ltd. vide its letter dated 27.08.2021 has informed that employees(working in NSEZ on contract basis) has requested to increase their salary as they are not getting any medical facility in the present pandemic time. In addition to that these employees have arranged work from home facilities at their own expenses during COVID-19 lockdown period. Hence, M/s Vimal Enterprises (contractor) vide letter dated 26.08.2021 requested that the salary of same may increase as per the present condition. In this connection, M/s WAPCOS Ltd. has submitted estimate cost for the same. Details of estimate are as under:-

| **Costing per employee(Rs.)** | **No. of Employees** | **Total amount per month** | **Contract Profit and overhead charges(7%) as per tender conditions** | **Grand total per month** |
|---|---|---|---|---|
| 5000.00 | 34 (31 DEOs and 03 technical staff) | 170000.00 | 11900.00 | 181900.00 |

M/s WAPCOS Ltd. has requested to accord necessary approval to proceed for the same.

**निर्णय:-** The Authority discussed the matter in detail. The Authority observed that no salary increment has been given to the DEOs during the last two years and, therefore, increase in salaries and provision of medical insurance are justified demands, particularly during the difficult times of pandemic of Covid-19 when the living cost/expenses on medical facilities/transportation etc have increased substantially. The Authority after due deliberations approved increase in salaries of DEOs/technical staff with estimated cost ceiling of monthly of Rs.5000/- per DEO/Technical staff per month as submitted by M/s WAPCOS Ltd. The Authority empowered Chairman and CEO, NSEZA to take a final view on the exact cost implication on file.

नितिन

(नितिन गुप्ता)

उप विकास आयुक्त

अ. बिपिन मेनन

(अ. बिपिन मेनन)

अध्यक्ष एवं सीईओ

# नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण

## दिनांक 31.08.2021 को पूर्वाहन 11:00 बजे आयोजित होने वाली नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक की कार्यसूची

| क्र. सं. | विषय सूची | पृष्ठ सं. |
|---|---|---|
| 1. | दिनांक **15.06.2021** को आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक के कार्यवृत्त का अनुसमर्थन| | 01-12 |
| 2. | नियम **6 (1) (IV), 11(2), 12 (1)** और विशेष आर्थिक क्षेत्र प्राधिकरण नियम, **09** की अनुसूची **II** और **III** के अनुसार, वितीय विवरण (बैलेंस शीट) और वार्षिक रिपोर्ट **2020-21** की स्वीकृति | | 13-42 |
| 3. | पट्टा किराया और अन्य यूजर चार्ज की दरों में संशोधन करने के सम्बन्ध में| | 43-44 |
| 4. | एसडीएफ एफ, जी, एच, आई, जे, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० में लगी लिफ्ट बदलने हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में | | 45-48 |
| 5. | **Engagement of additional PSUs for Infrastructure work at Noida SEZ, Noida.** | 49-50 |
| 6. | फर्म के नाम/संविधान में बदलाव के कारण मैसर्स शिमर इंटरनेशनल (अब मैसर्स कसिया कोचर एलएलपी) पर आवंटन शुल्क लगाने के सम्बन्ध में | | 51-53 |
| 7. | मैसर्स वन टच सलूशन्स इंडिया प्राइवेट लिमिटेड के निदेशकों में बदलाव के कारण ट्रान्सफर चार्जेज लगाने के सम्बन्ध में | | 54-56 |
| 8. | सर्विस सेंटर की छत पर स्थापित सोलर सिस्टम के पुनसंचालन के सम्बन्ध में | | 57-58 |
| 9. | एसडीएफ डी, ई, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० के नवीनीकरण हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में | | 59-61 |
| 10. | ग्राम भूड़ा के सरकारी स्कूल में खेल सुविधाओं के लिए अनुदान के सम्बन्ध में | | 62 |
| 11. | एन०एस०ई०जेड० इकाईयों के लिए कल्याण एवं मनोरंजन केंद्र के सम्बन्ध में | | 63 |
| 12. | मैसर्स एनपीसीसी लिमिटेड द्वारा की जा रही परियोजनाओं की समीक्षा | | 64 |
| 13. | मैसर्स वाप्कोस लिमिटेड द्वारा दी जा रही सेवाओं के प्रदर्शन की समीक्षा| | 65 |
| 14. | अतिरिक्त अंक, यदि कोई हो, अध्यक्ष और सीईओ की मंजूरी के साथ| | |

1

नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण
NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
(अधीनस्थ भारत सरकार)
(Under Government of India)
वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग
Min. of Commerce & Industry, Deptt. of Commerce,
विकास आयुक्त का कार्यालय
Office of the Development Commissioner
नौएडा दादरी रोड, फेस.2, नौएडा. 201305, जिला गौतम बुद्ध नगर (उ०प्र०)
Noida Dadri Road, Phase-II, NOIDA-201305, Distt. Gautam Budh Nagar (UP)

फाइल सं.एन.एस.ई.जेड़.ए./प्रशा/05/09/ 4966 २३/०६/२१ दिनांक: .06.2021

सेवा में,

1. संयुक्त सचिव(एस.ई.जेड्स/ई.ओ.यू.), भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय, उद्योग भवन, नई दिल्ली|
2. संयुक्त डी.जी.एफ.टी.,117/एल-444, काकादेव, कानपुर-208025|
3. श्री अमृत मनवानी, अध्यक्ष एवं निदेशक, मैसर्स सहासरा इलेक्ट्रॉनिक्स प्रा. लि., प्लाट संख्या 129जी, एन.एस.ई.जेड़., नौएडा-201305
4. श्री अमित मेहरा, अध्यक्ष एवं प्रबंध निदेशक, मैसर्स मेडिको इलेक्ट्रोड्स इंटरनेशनल लिमिटेड, प्लॉट संख्या 142ए/11 व 12, एनएसईजेड, नौएडा-201305

**विषय:एन.एस.ई.जेड़. प्राधिकरण की दिनांक 15 जून 2021 को अपराहन 02:30 बजे आयोजित की गई बैठक का कार्यवृत अग्रेषित करने के सम्बन्ध मे |**

महोदय,

उपरोक्त विषय के सन्दर्भ में, मुझे एन.एस.ई.जेड़. प्राधिकरण की दिनांक 15 जून 2021 को अपराहन 02:30 बजे आयोजित की गई बैठक का कार्यवृत आपके अवलोकनार्थ एवं आवश्यक कार्यवाही हेतु अग्रेषित करने का निर्देश हुआ है |

भवदीय

नितिन

संलग्नक:उपरोक्त

(नितिन गुप्ता)
उप विकास आयुक्त

प्रतिलिपि:-

1. निदेशक(एस.ई.जेड्स), भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय, वाणिज्य विभाग, उद्योग भवन, नई दिल्ली |
2. ओ.एस.डी., अध्यक्ष एवं मुख्य कार्यपालक अधिकारी, एन.एस.ई.जेड़. प्राधिकरण, एनएसईजेड़, नौएडा |
3. निर्दिष्ट अधिकारी(सीमाशुल्क), एनएसईजेड़, नौएडा |
4. वरिष्ठ लेखाधिकारी, एनएसईजेड़, नौएडा |
5. मैसर्स राजीव शर्मा एंड एसोसिएट्स, ऑफिस संख्या 1014-1015, लोजिक्स ऑफिस टावर, सेक्टर-32, नौएडा-201301 |
6. श्री धर्मेन्द्र मुदगल, जनरल मैनेजर, मैसर्स एन०पी०सी०सी० लिमिटेड, 1/123, विनीत खण्ड, गोमती नगर, लखनऊ-226010
7. श्री ए० स्टीफन लिओ, जनरल मैनेजर, मैसर्स वाप्कोस लिमिटेड, 76 सी, इंस्टीट्यूटनल एरिया, सेक्टर-18, गुरुग्राम-122015
8. सम्बंधित पत्रावली |

नितिन
उप विकास आयुक्त

(2)

# नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण, नौएडा

दिनांक 15.06.2021 को अपराह्न 02:30 बजे आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक का कार्यवृत

**Minutes of meeting of NSEZ Authority(NSEZA) held under the Chairmanship of Shri. A. Bipin Menon, Chairman & CEO, NSEZ Authority at 02:30 PM on 15.06.2021 through video conferencing.**

The following members of the NSEZ Authority were present through video conferencing during the meeting:-

1. Sh. Amrit Manwani, CMD, M/s Sahasra Electronics Pvt. Ltd., Member from Industry.
2. Sh. Amit Mehra, CMD, M/s Medico Electrodes International Ltd.
3. Shri Nitin Gupta, Deputy Development Commissioner [Joint Development Commissioner (In charge) & Secretary, NSEZ Authority].

Besides, during the meeting i) Shri Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ, ii) Shri Ajay Kumar Mishra, Sr. Account Officer, NSEZ, iii) and Shri Pramod Kumar, Asstt. Development Commissioner, NSEZ) were also present through video conferencing to assist the Authority.

It was informed that quorum is there and meeting can proceed.

At the outset, the Chairman & CEO, NSEZA welcomed the participants and after brief introduction, each item included in the agenda were taken up for deliberations one by one and decided unanimously as under.

## 1. दिनांक 23.03.2021 को आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक के कार्यवृत्त का अनुसमर्थन:

**1.1** NSEZ Authority was informed that only one reference was received against decisions taken in its meeting held on 23.03.2021 i.e. regarding revision of lease rent and other user charges. It was informed that this representation has been included as an agenda item in this meeting itself and no other reference was received against decision taken in its meeting held on 23.03.2021. Accordingly, the Minutes of meeting held on 23.03.2021 were ratified.

**1.2** Further, NSEZ Authority reviewed the compliance of decisions taken in its meeting held on 23.03.2021 in terms of sub-Rule 14 of Rule 10 of SEZ Authority Rules, 2009 and expressed satisfaction over progress made in implementation of decisions taken by the Authority in its meeting held on 23.03.2021.

## 2. नियम 6 (1) (iv), 11(2), 12 (1) और विशेष आर्थिक क्षेत्र प्राधिकरण नियम, 09 की अनुसूची II और III के अनुसार, वित्तीय विवरण) बैलेंस शीट (और वार्षिक रिपोर्ट 2020-21 की स्वीकृति।

**2.1** It was informed to Authority that the Balance sheet and Annual Report for the year 2020-21 is awaited from nominated CA firm viz. M/s. Rajeev Sharma & Associates. It was also informed that as per information received from the engaged CA firm, the Banks have not issued the Interest Certificates and the TDS figures on interest are also not available, as per Form No.26AS. The accounts have been completed but finalization is pending due to the Interest and TDS information. In this connection, requests have been submitted with the banks to provide the necessary information as soon as possible.

**2.2** In view of above, it was proposed that the Balance sheet and Annual Report for the year 2020-21 will be placed before the Authority in its next meeting for approval in terms of Rules 6(1)(iv), 11(2), 12(1) of SEZ Authority Rules, 2009.

**निर्णय:-** The Authority after due deliberation agreed with the proposal & directed to place the same before its next meeting to be called soon. The Authority also directed to take up the matter with CAG regarding early finalization of SAR for the year 2019-20 as the same is already delayed & Department of Commerce has been sending reminder.

नितिन

नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण, नौएडा

दिनांक 15.06.2021 को अपराह्न 02:30 बजे आयोजित नौएडा विशेष आर्थिक क्षेत्र प्राधिकरण की बैठक का कार्यवृत

**3. पट्टा किराया और अन्य यूजर चार्ज की दरों में संशोधन करने के सम्बन्ध में लिए गए निर्णय का अनुसमर्थन।**

**3.1** It was informed to the Authority that the proposal for the revision in the user charges was placed before NSEZ Authority in its meeting held on 23.03.2021.

**3.2** The Authority decided as under:-

"After due deliberations, the Authority on the suggestion of member of Authority representing Trade, decided to increase lease rent & maintenance @ 5% and rest as proposed in the agenda. Accordingly, the increment approved by the Authority is as follows:-

| **Lease rent** | **Existing rates** | **Approved rates** | **Increment** |
|---|---|---|---|
| **SDF** | ₹2,000/- | ₹2,100/- | 5% |
| **Plot** | ₹144/- | ₹152/- | 5% |
| **Maintenance charges** | ₹ 24/- | ₹25/- | 4.17% |
| **Water charges** | **Per quarter** | **Per quarter** | |
| **a. Plots up to 1000 sqr mtrs** | ₹1,200/- | ₹1,320/- | 10% |
| **b. Plots up to 5000 sqr mtrs** | ₹ 1,695/- | ₹ 1,865/- | 10% |
| **c. Plots above 5000 sqr mtrs** | ₹ 3,390/- | ₹ 3,730/- | 10% |
| **d. SDF** | ₹ 2,260/- | ₹ 2,486/- | 10% |

The above rate shall be applicable w.e.f. 01/04/2021."

**3.3** The Competent Authority has found some calculation mistakes in above decision which has been corrected as under by issuing corrigendum dated 08.04.2021 in this regard:

"After due deliberations, the Authority on the suggestion of member of Authority, representing Trade, decided to increase lease rent & maintenance charges @ 5%(to be rounded off to nearest rupee) and other charges as under:-

| **Lease rent (Per Sq. mtr Per Annum)** | **Existing rates** | **Approved rates** | **Increment** |
|---|---|---|---|
| **SDF** | ₹2,000/- | ₹2,100/- | 5% |
| **Plot** | ₹144/- | ₹151/- | 5% |
| **Maintenance charges (Per Sq. mtr Per Annum )** | ₹ 24/- | ₹25/- | 5% |
| **Water charges** | **Per quarter** | **Per quarter** | |
| **a. Plots up to 1000 sqr mtrs** | ₹1,200/- | ₹1,320/- | 10% |
| **b. Plots up to 5000 sqr mtrs** | ₹ 1,695/- | ₹ 1,865/- | 10% |
| **c. Plots above 5000 sqr mtrs** | ₹ 3,390/- | ₹ 3,729/- | 10% |
| **d. SDF** | ₹ 2,260/- | ₹ 2,486/- | 10% |

The above rate shall be applicable w.e.f. 01/04/2021."

**3.4** The above decision has been circulated amongst all NSEZ units/allottees vide circular dated 08.04.2021.

**3.5** It was informed to the Authority that this office has received a representation from Sh. Vilas Gupta, Regional Chairman, Export Promotion Council of EOUs & SEZs. He has requested to come forward for the support of SEZ units and withdraw the said increase immediately by giving various reasons mentioned in his e-mail.

**3.6** In view of above, the decision taken by Competent Authority as mentioned in para 3.3 above was placed before Authority for ratification and consideration on the representation of Sh. Gupta for taking a view in the matter.

**निर्णय:-** The Authority after due deliberation ratified the decision taken by Competent Authority as mentioned in para 3.3 above. The Authority also took up the representation of Sh. Gupta and after due deliberations, decided to forward the representation of Sh. Gupta to Department of Commerce for further guidance whether the Authority can freeze the lease rent/other charges to earlier level.

**4. एसडीएफ एफ, जी, एच, आई, जे, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० में लगी लिफ्ट बदलने हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में।**

**4.1** It was informed to the Authority that the estimate of Rs.3,95,63,164/- submitted by M/s NBCC India Ltd. for replacement of 09 lifts(02 nos. passenger lifts and 07 nos. Goods lifts) was placed before the Committee headed by JDC, NSEZ in its meeting held on 05.03.2020 for examination and recommendations. The Committee discussed the estimate in detail and after due deliberations recommended to place the estimate before NSEZ Authority in its next meeting for consideration. Accordingly, the recommendations of the Committee were placed before Authority in its meeting held on 22.07.2020 for approval.

**4.2** Authority after due deliberations, deferred the proposal for next meeting with the direction to re-examine the matter in detail. Accordingly, M/s. WAPCOS Ltd. vide this office letter dated 28.10.2020 was requested to intimate the current status of these lifts and also inform this office whether the lifts need any replacement or can be renovated by using the existing infrastructure. WAPCOS Ltd. vide e-mail dated 18.11.2020 informed as under:-

| S. No. | Name of SDF | Report received from WAPCOS Ltd. |
|---|---|---|
| 1. | Trading Block (Goods and passenger lift) | Both the lifts need to be replaced. |
| 2. | F Block (Goods and passenger lift) | Both the lifts need to be repaired. |
| 3. | G Block(Goods and passenger lift) | Both the lifts need to be repaired. |
| 4. | H Block (Goods and passenger lift) | Goods lift need to be replaced.<br>Passengers lift need to be repaired. |
| 5. | I Block (Goods and passenger lift) | Both the lifts need to be repaired. |
| 6. | J Block (Goods and passenger lift) | Both the lifts need to be replaced. |
| 7. | K Block (Goods and passenger lift) | Goods lift need to be replaced.<br>Passengers lift need to be repaired. |

**4.3** Trading Block and SDF Blocks H, J, & K were visited on 17.11.2020 by Zone Authorities to see the condition of Goods as well as Passenger lifts installed there. Based on condition of lifts and degree of use of these lifts following suggestions were made:-

| S. No. | Name of SDF | Observations made by Zone Authorities |
|---|---|---|
| 1. | Trading Block | Because the use of Goods lift in Trading Block is not much, therefore at present there is no need to repair/replace goods lift.<br>As regards, passenger lift, the same may be replaced with a new one. |
| 2. | H Block | Since the block mostly accommodates manufacturing units, hence goods lifts may be replaced. Passenger lift may be repaired. |
| 3. | J Block | Since the block mostly accommodates manufacturing units, hence goods lifts may be replaced. Passenger lift may be repaired. |
| 4. | K Block | Since the block mostly accommodates manufacturing units, hence goods lifts may be replaced. |

**4.4** As regards, repair/replacement of lifts installed in SDF Blocks F, G & I, NSEZ, possibility for repair may be explored.

**4.5** The proposal was placed before NSEZ Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to representatives of M/s WAPCOS Ltd. and M/s NBCC India Ltd. to submit detailed item wise estimated cost of lifts proposed to be replaced/repaired along with AMC and other recurring cost for future maintenance of such lifts. The Authority further directed both the agencies to take into account provision of manual doors in goods lifts while preparing estimations for these lifts and also

5



provide authentic details of indigenous and overseas parts in the new lifts proposed to be installed, keeping in view the Aatma Nirbhar Bharat Abhiyan. Accordingly, the decision of Authority was conveyed to M/s. WAPCOS Ltd. & M/s. NBCC (India) Ltd. vide this office letters dated 18.01.2021.

**4.6** M/s. WAPCOS Ltd. vide its letter dated 12.02.2021 has informed that they have received the quotation from existing lifts AMC Agency M/s. Fair Deal Engineering Company regarding modernization/repair of existing lift and the quotation for replacement of existing lifts with the new one from another agency.

**4.7** Details of estimate for repairing of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts are as under:-

| S.No. | Description | Amount (in Rs) | Observations made by Zone Authorities |
|---|---|---|---|
| 1. | SDF F Block Luggage Lift | 3,72,526 | Possibility for repair may be explored. |
| 2. | SDF F Block Passenger Lift | 3,44,796 | Possibility for repair may be explored. |
| 3. | SDF G Block Passenger Lift | 4,35,892 | Possibility for repair may be explored. |
| 4. | SDF H Block Luggage lift | 5,62,742 | **Goods lifts may be replaced.** |
| 5. | SDF H Block Passenger Lift | 3,84,326 | Passenger lift may be repaired. |
| 6. | SDF I Block Luggage Lift | 4,29,206 | Possibility for repair may be explored. |
| 7. | SDF I Block Passenger Lift | 3,76,420 | Possibility for repair may be explored. |
| 8. | SDF K Block, Luggage Lift | 9,13,202 | **Goods lifts may be replaced.** |
| 9. | Trading Block, Passenger Lift | 9,63,102 | **Passenger lift may be replaced.** |
| **Total** | | **47,82,212** | |

**4.8** Details of estimate for replacement of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts in NSEZ are as under:-

| S. No. | Description | Amount (in Rs) | 5 year maintenance charges after 1 year | Observations made by Zone Authorities |
|---|---|---|---|---|
| 1. | SDF G Block Goods Lift | 19,52,651 | 3,99,600 | Possibility for repair may be explored. |
| 2. | SDF J Block Goods Lift | 19,52,651 | 3,99,600 | **Goods lifts may be replaced.** |
| 3. | SDF J Block Passenger Lift | 13,34,760 | 5,43,600 | Passenger lift may be repaired. |
| 4. | Trading Block Goods Lift | 19,52,651 | 3,99,600 | No need to repair/replace goods lift. |
| **Total** | | **71,92,713** | **17,42,400** | |

**4.9** Further, they have informed that 80% indigenous parts will be used in the installation of the new lift and rest 20% overseas parts like motherboard/cards etc. will be used.

**4.10** M/s. NBCC (India) Ltd. vide its letter dated 13.03.2021 has informed that during the site visit of DC, NSEZ for inspection of lifts, it was informed by NBCC that the existing lift are not repairable and NBCC will not provide any Guarantee/Warrantee on such repaired lifts, as these lifts are very old and original parts of these lifts are not available in the market. Hence, NBCC proposed to replace the existing lifts with the new one. The estimate submitted by NBCC for replacement of Goods & Passenger lifts installed at SDF F, G, H, I, J, K & Trading Block is same as the previous one.

**4.11** NBCC has further mentioned that for the query regarding the provision of manual doors in Goods lifts, it was found that none of the manufacturer will provide the goods lift with manual doors, infact they will provide a switch inside the lift to control the automatic closure of the lift door during the material

(6)

loading/unloading. All the manufacturer of lifts manufacture the passenger lifts in India except some parts, but goods lifts are to be imported as none of the manufacturer manufactures the goods lifts in India.

**4.12** In view of above, it was placed before Authority in its meeting held on 23.03.2021 for consideration. The Authority discussed the matter in details. The representative of M/s WAPCOS Ltd. informed that they proposed to use ECE, Birla Group lifts in which they claimed that 80% indigenous parts and rest 20% overseas parts like motherboard/cards etc. will be used in the installation of the new lift. After due deliberations, including feedback from Members, the Authority directed to representative of M/s WAPCOS Ltd. to get the quotations(including % of indigenous and overseas parts) from other brands which are manufactured in India and submit the same. Accordingly, the decision of NSEZ Authority was conveyed to M/s. WAPCOS Ltd. vide this office letter dated 08.04.2021.

**4.13** M/s. WAPCOS Ltd. vide its letter dated 16.04.2021 has submitted the cost wise details for the installation of new lifts from the various standard Lift manufacturer companies. Details are given below:-

| S. No. | Manufacturing Company | Type of lift | Amount (Rs in lakh) | Remarks |
|---|---|---|---|---|
| 1. | Schindler India Pvt. Ltd. | Goods Lift | 4166703.98 + GST@ 18% | 60% Indian make material use |
| | | Passenger Lift | 1753486.37 + GST@ 18% | |
| 2. | Johnson Lifts Pvt. Ltd. | Goods Lift | 2700000 + GST@ 18% | 89% Indian make material use |
| | | Passenger Lift | 1400000 + GST@ 18% | |
| 3. | ThyssenKrupp Elevator | Goods Lift | 2600000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1350000 + GST@ 18% | |
| 4. | Otis Elevator | Goods Lift | 2730000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1320000 + GST@ 18% | |

**4.14** In view of facts mentioned above, it was placed before NSEZ Authority for further examination and consideration.

**निर्णय:-** The Authority discussed the matter in details. After due deliberations, Authority decided to replace the 04 nos. lifts(03 goods lifts in SDF H, K, J Block and 01 passenger lift in SDF Trading Block) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years(1 year warranty and 4 years maintenance). The Authority also decided to ask the consolidated estimate from M/s WAPCOS Ltd. for replacement 04 nos. lifts (03 goods lifts and 01 passenger lift) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years (1 year warranty and 4 years maintenance) and repairing of 08 nos. lifts (03 goods lifts in SDF F, G & I Block and 05 passenger lifts in SDF F, G, H, I & J).

## 5. एसडीएफ डी, ई, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० के नवीनीकरण हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में।

**5.1** It was informed to the Authority that the provisional estimate of Rs.2,40,86,112/- submitted by M/s NBCC India Ltd. for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida was placed before the Committee in its meeting held on 05.03.2020 to examine and recommend suitably. The Committee discussed the estimate in detail and after due deliberations recommended to place the estimate before NSEZ Authority in its next meeting for approval. Accordingly, the recommendations of Committee were placed before Authority in its meeting held on 22.07.2020 for approval.

**5.2** The Authority in its meeting held on 22.07.2020 deferred the proposal of renovation work of SDF 'E' Block & Trading Block, SDF 'D' Block and SDF 'K' Block at NSEZ, Noida. The Authority directed to elaborate all details in the agenda and place it in next meeting along with need and urgency of the proposed work.

**5.3** Meanwhile, the said SDF blocks were visited by Zone Authorities on 17.11.2020 to see the condition of SDFs and broadly understand the scope of work. It was observed that in these SDF Blocks some portions of roof require urgent water proofing, water pipes are rusted and need replacement, false ceilings are broken and need repair, plaster are peeled and shafts are in dilapidated conditions. These require immediate repair/maintenance so as to avoid any causality.

**5.4** Accordingly, full facts in the matter were placed before Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to M/s NBCC to give building wise estimates excluding Trading Block for the works to be essentially done, including the shaft areas wherever it is in dilapidated condition. NBCC was also directed to specifically include costing for dismantling of the false ceiling in respective Blocks, which have been proposed for renovation as there is no need of false ceiling in common area of SDF. The decision of NSEZ Authority was conveyed to NBCC vide this office letter dated 15.01.2021.

**5.5** M/s. NBCC (India) Ltd. vide its letter No. NBCC/ZH/NCR/DGM/2021/15 dated 05.02.2021 has submitted the revised provisional estimate for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida for Rs.4,47,16,340/- including 3% Contingency, 2% Design & Drawing charges, & 9% NBCC Charges. Details of revised estimate are given below:-

| S. No. | Description | Amount |
|---|---|---|
| 1. | SDF 'D' Block | 43,20,832.14 |
| 2. | SDF 'E' Block & Trading Block | 2,18,93,932.89 |
| 3. | SDF 'K' Block | 1,28,33,555.25 |
| 4. | Sub-total (1+2+3) | 3,90,48,320.28 |
| 5. | Add Contingency @ 3% | 11,71,449.61 |
| 6. | Sub-total (with Contingency) | 4,02,19,769.89 |
| 7. | Add Design & Drawing Charges @ 2 % | 8,04,395.40 |
| 8. | Sub-total of above | 4,10,24,165.29 |
| 9. | Add agency charges @ 9% | 36,92,174.88 |
| **GRAND TOTAL OF ABOVE** | | 4,47,16,340.16 |

The estimate is based on DSR, 2019.

**5.6** It is mentioned here that M/s. NBCC (India) Ltd. has increased the quantity of few items and also added new items in the revised estimate.

**5.7** M/s. NBCC (India) Ltd. vide e-mail dated 03.03.2021 has submitted the clarification as under:-

i) The estimate submitted before to the tune of Rs.2,40,86,111.00 was based on DSR 2016, and the current estimate submitted to the tune of Rs.4,47,16,340.00 is based on DSR 2019.

ii) The items and quantity deviation in current estimate of Rs.4,47,16,340.00 is due to the change in rates of DSR 2016 to DSR 2019 and the new items added as per the decision taken in the authority meeting to include the repairing of plumbing/sewage shafts of these blocks.

**5.8** The revised estimate of Rs.4,47,16,340/- was placed before NSEZ Authority in its meeting held on 23.03.2021 for further examination and consideration. The Authority after due deliberation decided to defer the proposal for next meeting.

**5.9** In view of facts mentioned above, it was placed before NSEZ Authority for further examination and consideration.

**निर्णय:-** The Authority discussed the matter in details. The members of Authority felt that the estimate submitted by M/s NBCC India Ltd. is on higher side. The Authority after due deliberation decided to constitute a Committee comprising of Sh. Nitin Gupta, Deputy Development Commissioner, NSEZ comprising Sh. Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ and trade members. The Committee will inspect the SDF D, E and Trading Block physically and explore the required scope of work for renovation. The Committee will also examine and finalize the required scope of work for renovation of

SDF 'K' Block as construction of SDF 'K' Block was completed during the year 2007 and renovated on June, 2017. After finalization of scope of work by Committee, estimate will be asked from M/s NBCC India Ltd., NPCC Ltd. and WAPCOS Ltd.

**6. <u>एन०एस०ई०जेड० में विभिन्न रखरखाव सम्बंधित सेवाए प्रदान करने हेतु मैसर्स वाप्कोस लिमिटेड के साथ अनुबन्ध की समय सीमा बढ़ाने के सम्बन्ध में।</u>**

**6.1** It was informed to the Authority that M/s WAPCOS Ltd. vide its letter dated 02.06.2021 has informed that the existing contract agreement between WAPCOS Ltd and NSEZ for the work "Providing various maintenance services in Noida SEZ" will be expired on 30.06.2021. In this regard, M/s WAPCOS Ltd. expressed its strong willingness to continue the assigned service for further periods. Hence, M/s WAPCOS Ltd. has requested to give the necessary approval for the extension of one year w.e.f. 01.07.2021 in the prevailing terms and conditions. M/s WAPCOS Ltd. has also requested to give the necessary direction whether they should continue the existing contractor for one more year or need to float a separate tender for the selection of the new contractor as per the performance of existing contractor.

**6.2** It is mentioned that M/s WAPCOS Ltd. vide this office letter dated 07.05.2019 was engaged to undertake following services required by this office at lump sum service charges of Rs. 39,40,000/- for a period of one year w.e.f. 01.07.2019 through the tender. M/s WAPCOS Ltd. had quoted the lowest lump sum service charges of **Rs.39,40,000/-** for a period of one year i.e. upto 30.06.2020. In this regard, an agreement was signed with M/s WAPCOS Ltd. on 28.05.2019.

**6.3** It was also informed to the Authority that earlier the validity of contract for the period of 03 months from 01.07.2020 to 30.09.2020 was extended by the then Development Commissioner on the same rates and Terms & Conditions and the Authority in its meeting held on 22.07.2020 has extended the validity of contract up to 30.06.2021 for providing following maintenance services on same rate, Terms & Conditions.:-

| S. No. | Description of work/services |
|---|---|
| 1. | Providing Manpower for Round the Clock Security Services |
| 2. | Maintenance & Operationalization for all types of goods/passenger lifts installed in Standard Design Factory (SDF) blocks |
| 3. | Maintenance of Park/Lawn and other Horticulture works |
| 4. | Operation and routine Maintenance of Water supply lines, tube wells, UGRs, Water over head tanks and proper water supply within the Zone and maintenance & operation of all types of firefighting systems and Running, operation and maintenance of fountains installed at NSEZ |
| 5. | Cleanliness of sewers/drains and Disposal of Sludge , sanitation and cleanliness related work inside the zone complex, service Centre building and Staff quarter Building |
| 6. | Maintenance of street lights, including high masts, LEDs, Lawn lights, parking lights and transformers meant for streetlights, electrical works, maintenance and repairing of Acs and Maintenance of Generator sets (160 KVA-03 nos, 125 KVA-02 nos and 45 KVA-01 nos) |
| 7. | Deployment of manpower at NSEZ. |

**6.4** The agreement condition no. 7 related to validity and extension is reproduced as under-

*"This agreement shall be valid for a period of one year from 01.07.2019 onwards and can be renewed for further period as decided by the parties on mutually agreed terms and conditions."*

**6.5** It is also mentioned that the performance of M/s WAPCOS Ltd. is found satisfactorily.

नितिन

**6.6** It is mentioned here that request of M/s WAPCOS Ltd. received vide its letter dated 08.03.2021 for extension was placed before NSEZ Authority in its meeting held on 23.03.2021 for further consideration. The Authority after due deliberation decided to defer the proposal for next meeting.

**6.7** In view of above, the proposal for further extension beyond 30.06.2021 was placed before Authority for further consideration.

**निर्णय:-** The Authority discussed the proposal in details. Both Trade members informed to the Chairman & CEO, NSEZA that representatives of the agency are very dedicated and available all time to solve the problem of units regarding any maintenance work. Keeping in view the feedback from Trade member & satisfactory performance of the agency, the Authority after due deliberation, extended the validity of contract with M/s WAPCOS Ltd. for one year i.e. up to 30.06.2022 for providing above mentioned maintenance services on same rates, terms and conditions.

## 7. एसडीएफ एफ, जी, एच एवं आई, एन०एस०ई०जेड० के अग्निशमन कार्य में लगे अतिरिक्त सामान की स्वीकृति के सम्बन्ध में।

**7.1** It was informed to the Authority that the work for Fire Fighting work of SDF Block F, G, H & I at NSEZ, Noida was awarded to M/s. NBCC (India) Ltd. vide this office letter dated 02.11.2015 at estimated cost of Rs.8,96,38,687/-. M/s. NBCC (India) Ltd. vide its letter dated 26.02.2016 awarded the work to M/s. Fire Remedy Systems at Rs.5,28,88,223/-. The time extension for completion of work was extended upto 31.07.2019 and the work was completed within extended period.

**7.2** M/s. NBCC (India) Ltd., vide its letter dated 14.11.2019, had submitted the final Utilization Certificate in respect of Fire Fighting work of SDF Block F, G, H & I at NSEZ, Noida and requested this office to release the final payment so as to enable them to release the payment to the contractor. Actual cost of the project amounting to Rs.5,88,01,126/- has already been released to NBCC. Details of final bill are given as under:-

| S. No. | Description | Amount |
|---|---|---|
| 1. | Approved estimated cost (including charges) | Rs.8,96,38,687/- |
| 2. | Approved cost (excluding charges) | Rs.7,36,41,829/- |
| 3. | Bill of contractor | Rs.6,42,70,547/- |
| 4. | Tender awarded cost | Rs.5,28,88,223/- |
| 5. | Cost of additional work (3)-(4) | Rs.1,13,82,324/- |

**7.3** It is mentioned here that the bill of contractor amounting to Rs.6,42,70,547/- is exceeding the tender awarded cost by Rs.1,13,82,324/- but the deviated cost is within the sanctioned cost. No permission/clarification of deviation in tender cost was submitted by M/s. NBCC (India) Ltd. however as per Condition No. 8 of Agreement which is reproduced below:-

*"Any deviation in work due to change in designs and specifications will require the prior approval of the Development Commissioner, NSEZ. Extra/substitute items arising out of the change in design/specification shall however, fall within the purview of the executive Agency (NBCC). Variation in quantities of items shall be charged to work with the approval of Development Commissioner, NSEZ. However, no appeal is required, if the overall cost is within approved sanction cost."*

**7.4** Details of BOQ deviated items are given below:-

| | |
|---|---|
| Cost of BOQ deviated items (A) | 12214964.76 |
| Cost of extra items, dismantle items and extra DSR items (B) | 8986048.82 |
| Total saving in BOQ deviated quantity (C) | 9818663.28 |
| **Cost of additional work (A) + (B) – (C)** | **11382350.30** |

नितिन

10

**7.5** Details of extra items, dismantle items, extra DSR items amounting to Rs.89,86,048.82/- and the justification submitted by M/s. NBCC (India) Ltd. was placed before the Committee headed by JDC, NSEZ in its meeting held on 05.03.2020 to examine the additional cost. Committee discussed the matter in details and was of the view that matter be examined on file separately.

**7.6** As per site inspection report, all the equipments have already been installed in full quantity as per the above list. These items were required/essential as per actual need of the site.

**7.7** With reference to this office e-mail dated 18.03.2020, M/s. NBCC (India) Ltd. has submitted the point wise reply as under:-

a. Documentary proof regarding procurement/entry of goods in NSEZ: M/s. NBCC (India) Ltd. has attached the copy of bills related to the material delivery/procurement bills.
b. Certificate that all the items have been utilized in NSEZ: M/s. NBCC (India) Ltd. has certified that all the material which are claimed in the bill had been delivered at site and utilized within the NSEZ only with that these all already been under knowledge and even checked & verified by the team of this office during the handing over.
c. Reason for deviation in the work: M/s. NBCC (India) Ltd. has attached a file (analysis of rate) which includes the item wise detail, description and reasons for the deviation of items.

**7.8** As per the list provided by M/s. NBCC (India) Ltd., the main reasons for deviation of items are given below:-

a. SDF No. F - 1A, F-10, F-9B, G7, G-6, G-11, H-14, H-13, H-15, H-16, H-12, H-3, H-4, I-16, I-13, I-9, I-5, I-3, I-2, I-11, I-12 were sealed/closed and later opened by NSEZ hence the work done in these units was not considered in the original BOQ.
b. As per National Building Code/CPWD standards, hydrant and sprinkler risers are required in all blocks to remove unnecessary air, hence its quantity was increased.
c. An additional pump was installed keeping in view the water shortage.
d. During the execution of the work, as per the instructions of the NSEZ, it was decided to build a control room & aluminium cabinet to protect the fire alarm panel.

**7.9** The request of M/s. NBCC (India) Ltd. for approval of additional work of Rs.1,13,82,324/- was placed before NSEZ Authority in its meeting held on 23.03.2021 for consideration. Authority, after due deliberation, decided to defer the proposal for next meeting.

**7.10** In view of facts mentioned above, matter was placed before NSEZ Authority for further examination and consideration.

**निर्णय:-** The Authority discussed the matter in details. The members of Authority felt that the cost of additional items submitted by M/s NBCC India Ltd. is on higher side. The Authority after due deliberation deferred the matter and decided to constitute a Committee comprising of Sh. Nitin Gupta, Deputy Development Commissioner, NSEZ, Sh. Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ and Trade members. The Committee will examine the matter and submit its report for further consideration by the Authority.

## 8. एन०एस०ई०जेड० में ड्रेनेज सिस्टम की मरम्मत/पुर्न-निर्माण करने हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में|

**8.1** It was informed to the Authority that NSEZ Authority in its meeting held on 04.01.2018 decided to re-construct the entire drainage system of the zone in phase manner. M/s. NBCC (India) Ltd., vide letter dated 27.04.2018 submitted the provisional estimate of Rs.14,99,46,356/- which was placed before NSEZ Authority for consideration of the proposal.

**8.2** Authority in its meeting held on 19.09.2018 decided to (i) hire a professional to suggest the proper scope of work for drainage system and (ii) to get the digital mapping of the zone done through M/s. NBCC

नितिन

Ltd. Sh. Puneet Kapoor, a trade member of NSEZA said that there is no need to engage professional and suggested that the decision should be barred on digital mapping. Accordingly, M/s. NBCC (India) Ltd. conducted digital mapping of the zone.

**8.3** Digital Mapping has now been completed. As per drawing 2518 mtr drains are to be newly constructed and 19611.7 mtr drains are to be repaired/reconstructed.

**8.4** M/s. NBCC (India) Ltd. vide this office letter dated 14.02.2020 was requested to submit the estimate for repair/re-construction of drainage system at NSEZ, Noida and to specify categorically that which part of the drainage needs to be done on priority, its length and estimate.

**8.5** M/s. NBCC (India) Ltd. has submitted the provisional estimate of Rs.42,29,31,296.82/- including all charges for entire drainage system and recommended to re-construct 10 km in first phase.

**8.6** M/s. NBCC (India) Ltd. has submitted the provisional estimate of Rs.20,95,78,099/- (including all charges) for 10 km drain in Phase I of left side area of road from Gate No. 1. Details of estimate are given below:-

| S. No. | Description | Amount |
|---|---|---|
| 1. | Drain Works | 150438253.45 |
| 2. | Pumping Station | 2574772.86 |
| 3. | Rain Water Harvesting | 30000000.00 |
| 4. | Sub-total | 183013026.31 |
| 5. | Add Contingency @ 3% | 5490390.79 |
| 6. | Sub-total (with Contingency) | 188503417.10 |
| 7. | Add design & drawing charges @ 2% | 3770068.34 |
| 8. | Sub-total | 192273485.44 |
| 9. | Add agency charges @ 9% | 17304613.69 |
| **GRAND TOTAL OF ABOVE** | | 209578099.13 |

The provision for Rs.20.00 Cr has been made for this work in the budget for the year 2020-21.

**8.7** The estimate of **Rs.20,95,78,099/-** was placed before Authority in its meeting held on 22.07.2020 for approval. The Authority after due deliberation, deferred the proposal of re-construct the 10 km drainage system of the zone in Phase I and directed to arrange a presentation identifying gravity of the problem, specific upgradation required, work which are more urgent etc. in the next Authority meeting.

**8.8** Accordingly, M/s. NBCC (India) Ltd. was requested vide this office letter dated 05.11.2020 to make a presentation incorporating all the details and present it before NSEZ Authority in its next meeting. NBCC has telephonically confirmed that they will make a detailed presentation before the Authority in this meeting.

**8.9** In view of above, the complete facts of the matter along with current status were placed before the Authority in its meeting held on 20.11.2020 for consideration and decision. The representative of NBCC gave a presentation through video conferencing on the layout of the proposed drainage system and informed the Authority that total estimated length of the drainage system shall be around 26 km. He showed in the presentation that the following works shall mainly be carried out in the scope of work:

- Dismantling of Drains.
- Relaying of the Drains with proper slope in Concrete.
- Provisioning of Drain Covers in the Pre-Cast concrete.
- De-silting of Rainwater Harvesting Pits (RWHP).
- Provision of Pump houses.

He further informed that key points to consider near outlet shall be as under:

- Breaking Chamber – to subdivided volume of outflow water.
- Non Return Valve – to avoid ingress of water from outside drain.
- High Retention volume Tank – so that incase water is not able to go out (due to more water outside) then we are able to contain high volume of water accumulated within site.

**8.10** The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to the representative of NBCC to provide hard copy of digital map for further understanding and to study the critical details of proposed drainage system. The Authority felt that before giving a go ahead, intense discussions on the proposal need to be held. Accordingly, M/s. NBCC (India) Ltd. was requested vide this office letter dated 18.01.2021 to submit a hard copy of digital map for further understanding and to study the critical details of proposed drainage system.

**8.11** NBCC (India) Ltd. vide e-mail dated 09.03.2021 submitted the drawings of digital survey of NSEZ including the digital map of Storm Water. The matter was placed before NSEZ Authority in its meeting held on 23.03.2021 for further examination and consideration. The Authority after due deliberation decided to defer the proposal for next meeting.

**8.12** In view of facts mentioned above, proposal was placed before NSEZ Authority for further examination and consideration.

**निर्णय:-** The Authority discussed the matter in details. The Authority after due deliberation decided to constitute a Committee comprising of Sh. Nitin Gupta, Deputy Development Commissioner, NSEZ, Sh. Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ and Trade members. The Committee will inspect the site physically and explore required scope of work for re-construction the 10 km drainage system of the zone in Phase-I. After finalization of scope of work the tender documents will be prepared for inviting Expression of Interest (EOI) from Central PSUs.

**9. मैसर्स एनपीसीसी लिमिटेड द्वारा की जा रही परियोजनाओं की समीक्षा।**

Progress report in respect of ongoing projects awarded to NPCC was placed before the Authority. The Authority reviewed the projects one by one and took note of progress made. M/s NPCC Ltd. requested to grant extension of time up to 31.07.2021 in respect of repairing of Park No. 2, 3, 4 & 5, NSEZ and miscellaneous works at SDF E Block, NSEZ. Authority agreed for extension in view of COVID-19 pandemic subject to submission of written request of M/s NPCC Ltd. It was informed to representative of M/s NPCC Ltd. that this office has received letters/bills signed by site engineer of M/s NPCC Ltd. who does not appear to be authorized person for signing. M/s NPCC Ltd. was advised to submit letters/bills duly signed by authorized signatory at appropriate level of NPCC.

**10. मैसर्स वाप्कोस लिमिटेड द्वारा दी जा रही सेवाओं के प्रदर्शन की समीक्षा।**

Progress report in respect of services provided by M/s WAPCOS Ltd. was placed before the Authority. The Authority reviewed the services one by one and took note of progress made.

अध्यक्ष को धन्यवाद के साथ बैठक समाप्त हुई।

| | |
|---|---|
| नितिन | अ. बिपिन मेनन |
| (नितिन गुप्ता) | (अ. बिपिन मेनन) |
| उप विकास आयुक्त | अध्यक्ष एवं सीईओ |

(13)

## AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021

**विषय:- नियम 6 (1) (iv), 11(2), 12 (1) और विशेष आर्थिक क्षेत्र प्राधिकरण नियम, 09 की अनुसूची II और III के अनुसार, वित्तीय विवरण (बैलेंस शीट)और वार्षिक रिपोर्ट 2020-21 की स्वीकृति |**

It was informed to Authority in its meeting held on 15.06.2021 that the Balance sheet and Annual Report for the year 2020-21 is awaited from nominated CA firm viz. M/s. Rajeev Sharma & Associates. It was also informed that as per information received from the engaged CA firm, the Banks have not issued the Interest Certificates and the TDS figures on interest are also not available, as per Form No.26AS. The accounts have been completed but finalization is pending due to the Interest and TDS information. In this connection, requests have been submitted with the banks to provide the necessary information as soon as possible.

2. In view of above, it was proposed that the Balance sheet and Annual Report for the year 2020-21 will be placed before the Authority in its next meeting for approval in terms of Rules 6(1)(iv), 11(2), 12(1) of SEZ Authority Rules, 2009.

3. The Authority after due deliberation agreed with the proposal & directed to place the same before its next meeting to be called soon.

4. The Balance sheet and Annual Report for the year 2020-21 has been finalized by nominated CA firm viz. M/s. Rajeev Sharma & Associates.

5. In view of above, the Balance sheet and Annual Report for the year 2020-21 is placed before NSEZ Authority for approval.

*******

14

## Financial Statement of NOIDA SPECIAL ECONOMIC ZONE AUTHORITY
## For the Financial Year 2020-21

### INDEX

## Noida Special Economic Zone Authority

### BALANCE SHEET AS ON MARCH 31,2021

15

*(Amount in ₹)*

| PARTICULARS | SCHEDULE | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|---|
| **CORPUS / CAPITAL FUND AND LIABILITIES** | | | |
| Corpus/Capital Fund | 1 | 3,78,30,91,235 | 3,41,86,98,932 |
| Reserves and Surplus | 2 | 51,47,94,387 | 57,38,67,301 |
| Earmarked/Endowment Funds | 3 | - | - |
| Secured Loans and Borrowings | 4 | - | - |
| Unsecured Loans and Borrowings | 5 | - | - |
| Deferred Credit Liabilities | 6 | - | - |
| Current Liabilities and Provisions | 7 | 21,37,83,754 | 21,91,65,497 |
| **TOTAL: Rs** | | **4,51,16,69,376** | **4,21,17,31,730** |
| **ASSETS** | | | |
| Fixed Assets(Net Block) | 8 | 1,58,72,77,113 | 1,62,04,16,238 |
| Investments-from Earmarked/Endowment Funds | 9 | - | - |
| Investments-Fixed Deposit | 10 | 2,36,55,28,086 | 1,89,74,66,057 |
| Current Assets and Loans & Advances etc. | 11 | 55,88,64,177 | 69,38,49,435 |
| Miscellaneous Expenditure (to the extent not written off or adjusted) | | - | - |
| **TOTAL: Rs** | | **4,51,16,69,376** | **4,21,17,31,730** |

SIGNIFICANT ACCOUNTING POLICIES 24

Contingent Liabilities and Notes on Accounts 25

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

16

# Noida Special Economic Zone Authority
## INCOME AND EXPENDITURE ACCOUNT
## FOR THE YEAR ENDED MARCH 31,2021

*(Amount in ₹)*

| PARTICULARS | SCHEDULE | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|---|
| **INCOME** | | | |
| Income from lease rent | 12 | 33,50,35,672 | 35,45,02,371 |
| Grants/Subsidies | 13 | - | - |
| Fee & Subscription | 14 | 27,95,970 | 85,53,036 |
| Income From Investments (Income on invest. From Earmarked/Endow. Fund transferred to funds) | 15 | - | - |
| Income from Royalty, Publications etc. | 16 | - | - |
| Interest Earned | 17 | 13,38,11,051 | 13,83,27,221 |
| Other Income | 18 | 3,89,38,642 | 10,07,50,044 |
| Increase/(decrease) in stock of finished Goods and WIP | 19 | - | - |
| **TOTAL: Rs. (A)** | | **51,05,81,335** | **60,21,32,672** |
| **Expenditure** | | | |
| Establishment Expenses | 20 | - | - |
| Other Administrative Expenses etc. | 21 | 9,79,66,276 | 10,40,96,198 |
| Expenditure On grants,Subsidies etc. | 22 | - | - |
| Bank Charges, Interest | 23 | - | - |
| Depreciation and Amortization | 8 | 4,82,22,756 | 3,68,59,637 |
| **TOTAL: Rs. (B)** | | **14,61,89,033** | **14,09,55,835** |
| | | | - |
| Balance being excess of income over expenditure(A-B) | | 36,43,92,302 | 46,11,76,837 |
| Transfer to special reserve | | - | - |
| Transfer to/from General resrve | | - | - |
| **Balance Being Surplus/(deficit) carried to corpus/capital fund** | | **36,43,92,302** | **46,11,76,837** |

| | |
|---|---|
| Significant Account policies | 24 |
| Contingent liabilities and notes on accounts | 25 |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

(Amount in ₹) 17

## SCHEDULE 1-CORPUS / CAPITAL FUND:

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| Balance as at beginning of the year | 3,41,86,98,932 | 2,95,75,22,095 |
| Add/(Deduct): Balance of net income/(Expenditure) transfered from the income and expenditure account | 36,43,92,302 | 46,11,76,837 |
| Add: Capital Expenditure Written off now Capitalised | - | - |
| Add:Transfer from General Reserve | - | - |
| Less- Capital investment written off | - | - |
| **BALANCE AT THE YEAR END** | **3,78,30,91,235** | **3,41,86,98,932** |

## SCHEDULE 2- RESERVES AND SURPLUS:

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. **Capital Reserve:** | | |
| As per last Account | - | - |
| Addition during the year | - | - |
| Less:Deduction during the year | - | - |
| **2. Revaluation Reserve:** | | |
| As per last Account | 57,38,67,301 | 63,98,01,598 |
| Addition during the year | - | - |
| Less: Deductions during the year Depreciation Reserve | (5,90,72,913) | (6,59,34,297) |
| Less: Tranfer to Capital/Corpus Fund | - | - |
| **3. Special Reserve:** | | |
| As per last Account | - | - |
| Addition during the year | - | - |
| Less: Deduction during the year | - | - |
| **4. General Reserve:** | | |
| As per last Account | - | - |
| Addition during the year | - | - |
| Less: Deduction during the year | - | - |
| Less: Tranfer to Capital/Corpus Fund | - | - |
| | - | - |
| **TOTAL: Rs** | **51,47,94,387** | **57,38,67,301** |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

## SCHEDULE 3- EARMARKED/ENDOWMENT FUNDS

*(Amount in ₹)* 18

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. Opening balance of the funds | - | 1,07,00,000 |
| b. Addition to the funds: | | |
| I. Grants/Donation | - | 48,00,000 |
| II. Income from investments made from funds | - | - |
| III. Othyer additions | - | - |
| **TOTAL: Rs (a+b)** | - | **1,55,00,000** |
| **c. Utilization / Expenditure towards objectives of funds** | - | - |
| **I. Capital Expenditure:** | - | - |
| Fixed Assets | - | 1,55,00,000 |
| Grants released for projects | - | - |
| **Total** | - | - |
| **II. Revenue Expenditure:** | - | - |
| Salaries,Wages and allowances etc. | - | - |
| Rent | - | - |
| Other Administrative expenses | - | - |
| **Total** | - | - |
| **TOTAL: Rs ( c )** | - | **1,55,00,000** |
| **NET BALANCE AS AT THE YEAR-END(a+b-c)** | - | - |

## SCHEDULE 4- SECURED LOANS AND BORROWINGS:

| | | |
|---|---|---|
| 1. Central Government | | |
| 2. State Government(specify) | - | - |
| 3. Financial Institutions | | |
| a. Term Loans | - | - |
| b. Interest accured and due | - | - |
| 4. Banks: | | |
| a. Term Loans | - | - |
| Interest accured and due | - | - |
| b. Other Loans(specify) | - | - |
| Interest accured and due | - | - |
| 5. Other Institutions and Agencies | - | - |
| 6. Debentures and Bonds | - | - |
| 7. Other (specify) | - | - |
| **TOTAL: Rs** | - | - |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

19

| SCHEDULE 5- UNSECURED LOANS AND BORROWINGS: | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Central Government | - | - |
| 2. State Government(specify) | - | - |
| 3. Financial Institutions | - | - |
| a. Term loan | - | - |
| b. Interest accured and due | - | - |
| 4. Banks: | - | - |
| a. Term loans | - | - |
| Interest accured and due | - | - |
| b. Other loans(specify) | - | - |
| Interest accured and due | - | - |
| 5. Other Institutions and Agencies | - | - |
| 6. Debentures and Bonds | - | - |
| 7. Fixed Deposits | | |
| 8. Other(specify) | - | - |
| **TOTAL: Rs** | - | - |

**SCHEDULE 6- DEFERRED CREDIT LIABILITIES:**

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. Acceptances secured by hypothecation of capital equipments and other assets | - | - |
| b. Other | - | - |
| **TOTAL: Rs** | - | - |
| **Note:**Amounts due within one year | | |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

## SCHEDULE 7- CURRENT LIABILITIES AND PROVISIONS

(Amount in ₹) 20

| | | |
|---|---|---|
| **A.CURRENT LIABILITIES** | | |
| 1. Acceptances (a) Security Money | 15,75,65,391 | 15,07,33,720 |
| (b) Earnest Money Deposit | 61,60,946 | 61,65,946 |
| (C) Bid Amount | 3,49,23,862 | 4,71,88,531 |
| 2. Sundry Creditors: | - | - |
| a. For Goods | - | - |
| b.Others (Building Payment) | 1,51,33,555 | 1,50,77,300 |
| 3. Advances Received | - | - |
| 4. Interest accured but not due on: | - | - |
| a.Secured Loans/Borrowings | - | - |
| b.Unsecured Loans/Borrowings | - | - |
| 5. Statutory Liabilities: | - | - |
| a. Duties and taxes | - | - |
| b. Other | - | - |
| 6. Provision for Depreciation | - | - |
| 7. Liability to DC, Nodia SEZ | - | - |
| **TOTAL: A** | 21,37,83,754 | 21,91,65,497 |
| **B. PROVISIONS** | | |
| 1. For Taxation(FBT) | - | - |
| 2. Gratuity | - | - |
| 3. Superannuation /Pension | - | - |
| 4. Accumulated Leave Encashment | - | - |
| 5. Trade Warranties/Claims | - | - |
| 6. Other(Electricity charges payable) | - | - |
| **TOTAL: B** | - | - |
| **TOTAL (A+B) : Rs** | **21,37,83,754** | **21,91,65,497** |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

SCHEDULE- 8
FIXED ASSETS & DEPRECIATION CHART
FOR THE YEAR ENDED ON 31.03.2021

(Amount in ₹)

| Particulars | Rate | Gross Block: Revalution value (A) | Gross Block: Purchase value after revalution (B) | Gross Block: Cost/ valuation as at beginning of the year ( C) | Gross Block: Additions: More than 180 Days (D) | Gross Block: Additions: Less than 180 days (E) | Gross Block: Deduction/Adjustment during the year (F) | Gross Block: Cost/ valuation as at end of the year (G) (C+D+E-F) | Depreciation: Depriciation upto previous year (H) | Depreciation: Depriciation and Amortization during the year debited to P&L account (I) | Depreciation: TOTAL DEPRECIATION and Amortization DEBITED (J) (H+I) | Depreciation: Revaluation reserve debited upto previous year (K) | Depreciation: Revaluation reserve debited during the year (L) | Depreciation: TOTAL REVALUTION RESERVE DEBITED (M) (K+L) | Total Dep. & Rev. reserve upto current year (O) (J+M) | TOTAL PURCHASE VALUE AFTER REVUATION (P) (B+D+E) | NET REVALUATION VALUE (Q) (A-M) | NET PURCHASE VALUE (R) (P-J) | Net Block: As at current year end (S) (Q+R) | Net Block: As at previous year end |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LAND: | | | | | | | | | | | | | | | | | | | | |
| A.Leasehold | | 8,78,16,86,000 | - | 8,78,16,86,000 | - | - | - | 8,78,16,86,000 | 2,67,95,373 | 8,93,179 | 2,76,88,552 | 8,69,32,61,269 | - | 8,69,32,61,269 | 8,72,09,49,821 | - | - | 6,16,29,358 | 6,07,36,179 | 6,16,29,358 |
| B.Freehold | | | | | | | | | | | | | | | | | | | | |
| BUILDING | 10% | | | | | | | | | | | | | | | | | | | |
| A. On leasehold land | | 1,40,79,92,000 | 35,40,93,200 | 1,76,26,34,778 | - | 15,93,55,315.0 | - | 1,92,19,90,093 | 12,58,89,186 | 3,08,43,124 | 15,67,32,310 | 91,70,55,546 | 4,90,93,645 | 96,61,49,191 | 1,12,28,81,502 | 51,39,98,093 | 44,18,42,809 | 35,72,65,783 | 79,91,08,591 | 71,96,90,040 |
| B. On Freehold land | | | | | | | | | | | | | | | | | | | | |
| PLANT,MACHINERY & EQUIPMENTS | 15% | 4,41,50,000 | 1,26,78,277 | 8,13,42,035 | - | 67,818.9 | - | 8,14,09,854 | 1,19,28,366 | 37,94,637 | 1,57,23,003 | 3,54,57,995 | 13,03,801 | 3,67,61,796 | 5,24,84,799 | 3,72,59,854 | 73,88,204 | 2,15,36,850 | 2,89,25,054 | 3,39,55,673 |
| VEHICLE | 15% | 74,016 | 45,277 | 1,19,293 | - | - | - | 1,19,293 | 33,865 | 1,712 | 35,577 | 59,444 | 2,186 | 61,630 | 97,206 | 45,277 | 12,386 | 9,700 | 22,087 | 25,984 |
| FURNITURE & FIXTURES | 10% | 8,53,000 | 66,45,814 | 97,77,389 | 37,922.9 | 2,58,116.9 | - | 1,00,73,429 | 26,19,973 | 6,47,140 | 32,67,113 | 5,55,577 | 29,742 | 5,85,320 | 38,52,432 | 92,20,429 | 2,67,680 | 59,53,316 | 62,20,997 | 66,01,838 |
| OFFICE EQUIPMENTS | 15% | 11,00,00,000 | - | 12,89,38,749 | 54,64,482 | - | - | 13,44,03,231 | 14,20,406 | 34,47,423 | 48,67,829 | 8,83,43,816 | 32,48,428 | 9,15,92,243 | 9,64,60,073 | 2,44,03,231 | 1,84,07,757 | 1,95,35,402 | 3,79,43,158 | 3,91,74,527 |
| COMPUTER PERIPHERALS | 40% | 10,07,138 | 54,49,094 | 77,10,038 | 5,06,331.4 | 1,63,630.6 | - | 83,80,000 | 55,83,244 | 6,83,120 | 62,66,365 | 10,06,900 | 95 | 10,06,995 | 72,73,360 | 73,72,862 | 143 | 11,06,498 | 11,06,640 | 11,19,893 |
| ELECTRIC INSTALLATIONS | 10% | 14,75,78,587 | 3,59,567 | 14,79,81,208 | - | 19,22,490.0 | - | 14,99,03,698 | 2,27,733 | 1,13,614 | 3,41,346 | 10,66,37,996 | 40,94,059 | 11,07,32,055 | 11,10,73,402 | 23,25,111 | 3,68,46,532 | 19,83,765 | 3,88,30,296 | 4,11,15,480 |
| LIBRARY BOOKS | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | - | - | - |
| TUBEWELLS & WATER SUPPLY | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | | | - |
| OTHER FIXED ASSETS | 10% | | | | | | | | | | | | | | | | | | | |
| ROAD | 10% | 4,75,50,000 | 5,28,91,400 | 10,04,41,400 | - | 9,34,13,244 | - | 19,38,54,644 | 2,63,37,506 | 73,26,051 | 3,36,63,558 | 3,59,27,504 | 11,62,250 | 3,70,89,753 | 7,07,53,311 | 14,63,04,644 | 1,04,60,247 | 11,26,41,086 | 12,31,01,333 | 3,81,76,390 |
| SEWER LINE | 10% | - | 83,70,047 | 83,70,047 | - | - | - | 83,70,047 | 51,56,232 | 3,21,381 | 54,77,614 | - | - | - | 54,77,614 | 83,70,047 | - | 28,92,433 | 28,92,433 | 32,13,815 |
| DUST BIN | 10% | 2,00,249 | 45,14,764 | 47,15,013 | - | - | - | 47,15,013 | 30,01,029 | 1,51,373 | 31,52,403 | 2,00,249 | - | 2,00,249 | 33,52,652 | 45,14,764 | - | 13,62,361 | 13,62,361 | 15,13,735 |
| UNDER GROUND RESERVOIR | 10% | 50,00,000 | - | 50,00,000 | - | - | - | 50,00,000 | - | - | - | 36,12,922 | 1,38,708 | 37,51,630 | 37,51,630 | - | 12,48,370 | - | 12,48,370 | 13,87,078 |
| WORK-IN-PROGRESS | 0% | - | 67,28,12,421 | 63,47,68,527 | 2,79,22,983.0 | 1,51,94,643.0 | 23,01,50,433.5 | 44,77,35,720 | - | - | - | - | - | - | - | 48,57,79,614 | - | 48,57,79,614 | 48,57,79,614 | 67,28,12,421 |
| TOTAL OF CURRENT YEAR | | 10,54,60,90,990 | 1,11,78,59,861 | 11,67,34,84,477 | 3,39,31,719.3 | 27,03,75,258.1 | 23,01,50,433.5 | 11,74,76,41,021 | 20,89,92,913 | 4,82,22,756 | 25,72,15,670 | 9,88,21,19,218 | 5,90,72,913 | 9,94,11,92,132 | 10,19,84,07,801 | 1,23,95,93,925 | 51,64,74,127 | 1,07,16,96,165 | 1,58,72,77,113 | 1,62,04,16,238 |
| TOTAL OF PREVIOUS YEAR | | 10,54,60,90,990 | 1,00,55,22,353 | 11,55,16,13,343 | 11,18,87,802.3 | 10,15,71,118.6 | 5,35,43,894.0 | 11,71,15,28,370 | 17,21,33,276 | 3,68,59,637 | 20,89,92,913 | 9,81,61,84,921 | 6,59,34,297 | 9,88,21,19,218 | 10,09,11,12,132 | 1,16,54,37,380 | 57,55,47,041 | 1,04,57,62,376 | 1,62,04,16,238 | 1,56,32,95,146 |

Place : Noida
Date : 18/08/2021

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777



21

**SCHEDULE 9- INVESTMENTS FROM EARMARKED/ENDOWMENT FUNDS**

*(Amount in ₹)*

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Government Securities | - | - |
| 2. Other Approved Securities | - | - |
| 3. Shares | - | - |
| 4. Debentures and Bonds | - | - |
| 5. Subsidiaries and Joint Ventures | - | - |
| 6. Others(to be specified) | - | - |
| **TOTAL: Rs** | - | - |

**SCHEDULE 10- INVESTMENTS OTHERS**

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. In Government Securities | - | - |
| 2. Other approved Securities | - | - |
| 3.Shares | - | - |
| 4. Debentures and Bonds | - | - |
| 5. Subsidiaries and Joint Ventures | - | - |
| 6. Others(Fixed Deposit) | 2,36,55,28,086 | 1,89,74,66,057 |
| **TOTAL: Rs** | 2,36,55,28,086 | 1,89,74,66,057 |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

SCHEDULE 11- CURRENT ASSETS, LOANS & ADVANCES etc. *(Amount in ₹)* 23

| | | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|---|
| **A. CURRENT ASSETS:** | | | |
| 1. Inventories: | | - | - |
| a. Stores and Spares | | - | - |
| b. Loose Tools | | - | - |
| c. Stock in Trade | | - | - |
| i.Finished Goods | | - | - |
| ii. Work in Progress | | - | - |
| iii. Raw Materials | | - | - |
| 2. Sundry Debtors: | | | |
| a. Outstanding for a period exceeding 6 months | 22,39,80,390 | | - |
| b. Others | 3,37,05,160 | 25,76,85,550 | 24,49,57,592 |
| 3. Cash Balances in hand (including cheques/d.d) | | | |
| 4. Bank Balances: | | - | - |
| a. With scheduled Banks: | | - | - |
| i. On current accounts | | 47,60,728 | 6,37,423 |
| ii. On Deposit Accounts | | - | - |
| iii. On savings Accounts | | 6,17,70,478 | 17,48,94,990 |
| b. With non-scheduled Banks: | | - | - |
| 5. Post Office -Saving Accounts | | - | - |
| **TOTAL:- A** | | 32,42,16,756 | 42,04,90,006 |
| **B. LOANS, ADVANCES AND OTHER ASSETS** | | | |
| 1. Loans: | | | |
| a.Staff | | - | - |
| b. Other Entities engaged in activities/objectives similar to that of the Entity | | - | - |
| 2. Advances and other amounts recovable in cash or in kind or for value to be received: | | - | - |
| Imprest A/c | | - | - |
| 3. Income Accured: | | | |
| a. On Investment from Earmarked/Endowment Funds | | - | - |
| b. On Investments-Fixed Deposit | | 10,54,01,847 | 15,31,74,711 |
| c. On Loan and Advances | | - | - |
| d. Interest Receivable | | 9,163 | 66,883 |
| 4.Claims Receivable | | | |
| a. Claims Receivable/TDS receivables | | 6,36,00,751 | 5,35,20,411 |
| b. Claims Income Tax Recivable | | 6,12,05,684 | 6,12,05,684 |
| c. Service Tax Recivable | | 6,17,875 | 6,17,875 |
| d. Security Deposit | | 1,50,000 | 19,09,829 |
| e. Wrongly Deduct by Bank | | - | 4,232 |
| f. GST Receivable | | 36,62,101 | 28,59,805 |
| **TOTAL:- B** | | 23,46,47,421 | 27,33,59,430 |
| **TOTAL:- (A+B) Rs** | | **55,88,64,177** | **69,38,49,435** |

**Place : Noida**

**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

SCHEDULE 12- INCOME FROM SALES/SERVICES *(Amount in ₹)*

| | | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|---|
| **1. Income from sales:** | | | |
| a. Sale of Finished Goods | | - | - |
| b. Sale of Raw Material | | - | - |
| c. Sale of Scrap | | - | - |
| **2. Income from services:** | | | |
| a. Labour and Processing Charges | | - | - |
| b. Professional/consulancy services | | - | - |
| c. Agency Commission and Brokerage | | - | - |
| **d. Lease Rent (As per prescribed Rates)** | 31,18,62,609 | | |
| Add:Interest On Delayed Payment | 59,19,390 | | |
| Add:Maintenance Charges(Equipment/Property) | 1,72,53,673 | 33,50,35,672 | 35,45,02,371 |
| TOTAL:- | | **33,50,35,672** | **35,45,02,371** |

SCHEDULE 13- GRANTS/SUBSIDIES (Irrevocable grants and subsidies received)

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Central Government | | |
| Planned Expenditure | - | - |
| Non Planned Expenditure | - | - |
| 2. State Government (s) | - | - |
| 3. Government Agencies | - | - |
| 4. Institutions/Welfare Bodies | - | - |
| 5. International Organisations | - | - |
| 6. Other (specify) | - | - |
| TOTAL:- | - | - |

SCHEDULE 14- FEES/SUBSCRIPTIONS *(Amount in ₹)*

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Income from Issue of I Card & Permit fee. | 27,95,970 | 85,53,036 |
| 2. Annual Fees/Subscriptions | - | - |
| 3. Seminar/Program Fees | - | - |
| 4. Consultancy Fees | - | - |
| 5. BDF Processing Fees | - | - |
| 6. Institutions/Welfare Bodies | - | - |
| 7. International Organizations | - | - |
| TOTAL:- | **27,95,970** | **85,53,036** |

Place : Noida
Date : 23/08/2021

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

25

**SCHEDULE 15- INCOME FROM INVESTMENTS (Income on Invest. From Earmarked/Endowment Funds Transfreed to Funds)**

*(Amount in ₹)*

| | Invest From Earmarked Fund | | Investment-Others | |
|---|---|---|---|---|
| | Current Year | previous year | current year | previous year |
| 1. Interest | | | | |
| a. On Govt. Securities | - | - | - | - |
| b. Other Bonds/Debentures | - | - | - | - |
| c. Other(FDs with Banks) | - | - | - | - |
| 2. Dividends | | | | |
| a. On shares | - | - | - | - |
| b. On mutual Fund Securities | - | - | - | - |
| 3. Rents | - | - | - | - |
| 4. Others(Specify) | - | - | - | - |
| **TOTAL:-** | - | - | - | - |
| **TRANSFERRED TO EARMARKED/ENDOWMENT FUNDS** | | | | |

**SCHEDULE 16-INCOME FROM ROYALTY, PUBLICATION ETC.**

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Income from Royalty | | |
| 2. Income from Publications | - | - |
| 3. Others(specify) | - | - |
| **TOTAL:-** | - | - |

**SCHEDULE 17- INTEREST EARNED**

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. On Term Deposites: | | |
| a. With Scheduled Banks | 13,02,27,503 | 13,44,69,104 |
| b. With Non Sechuduled Banks | - | - |
| c. With Institutions | - | - |
| d. Others/ Accured Interest | - | - |
| 2. On Savings Accounts: | - | - |
| a. With Scheduled Banks | 35,83,548 | 38,58,117 |
| b. With Non-Sechuduled Banks | - | - |
| c. Post office Savings Accounts | - | - |
| d. Interest on Income Tax Refunds | - | - |
| e. Others | - | - |
| 3. On Loans: | - | - |
| a. Employees/Staff | - | - |
| b. Others | - | - |
| 4. Interest on Debtors and Other Receivables | - | - |
| **TOTAL:-** | **13,38,11,051** | **13,83,27,221** |
| **Note**-Tax Deducted at source to be indicated | | |

**Place : Noida**
**Date : 23/08/2021**

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

(26)

SCHEDULE 18- OTHER INCOME

*(Amount in ₹)*

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Profit on Sale/Disposal of Assets: | | |
| a. Owned Assets | - | - |
| b. Assets acquired out of grants,or received free of cost | - | - |
| 2.Export Incentives realized | - | - |
| 3.Allotment Fees | 1,52,15,314 | 8,44,12,279 |
| 4.Plot Transfer Charges | 1,43,11,880 | 1,13,19,650 |
| 5.Auction/Bid Amounts | 54,29,321 | 10,63,960 |
| 6.Issue of Form-1 | 5,970 | 7,183 |
| 7.User Charges-Water | 37,82,280 | 37,61,956 |
| 8. Sale of Auction Scrap | - | 35,580 |
| 9.License Fees | 1,93,877 | 1,49,436 |
| **TOTAL:-** | **3,89,38,642** | **10,07,50,044** |

SCHEDULE 19- INCREASE/(DECREASE) IN STOCK
OF FINISHED GOODS & WORK IN PROGRESS

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| 1. Closing Stock | - | - |
| a. Finished Goods | - | - |
| b. Work in Progress | - | - |
| 2.Less: Opening Stock | - | - |
| a. Finished Goods | - | - |
| b. Work in Progress | - | - |
| **TOTAL:-** | | |

SCHEDULE 20- ESTABLISHMENT EXPENSES

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. Salaries and Wages(Technical staff) | - | - |
| b. Allowances and Bonus | - | - |
| c. Contribution to Provident Fund | - | - |
| d. Contribution to Other Fund(specify) | - | - |
| e. Staff Welfare Expenses | - | - |
| f. Expenses on Employee's Retirement and Terminal Benefits | - | - |
| g. Others (Specify) | - | - |
| **TOTAL: Rs** | - | - |

Place : Noida
Date : 23/08/2021

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

27

## SCHEDULE 21- OTHER ADMINISTRATIVE EXPENSES ETC.

*(Amount in ₹)*

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. Purchases | - | - |
| b. Labour and Processing Expenses | - | - |
| c. Cartage and Carriage Inwards | - | - |
| d. Depreciation | - | - |
| e. Minor work A/c | 6,66,36,662 | 6,69,99,044 |
| f. Misc. Expenses | - | - |
| g. Swachhata Action Plan | 31,34,720 | 5,48,650 |
| h. Office Expenses | 33,20,733 | 49,74,682 |
| i. Professional Fees | 33,63,531 | 39,92,352 |
| j. Rent,rates and Taxes | 56,26,494 | 65,99,037 |
| k. Vechile Running and Maintenance | - | - |
| l. Postage,Telephone and Communication Charges | - | - |
| m. Printing and Stationary | - | - |
| n. Travelling and conveyance Expenses | 17,21,576 | 17,27,268 |
| o. Newspaper Expenses | - | - |
| p. Electricity Expenses | 1,40,99,522 | 1,87,52,935 |
| q. Expenses on Meeting & Fees | - | - |
| r. Auditors Remuneration | - | 3,66,420 |
| s. Computer Consumables | - | - |
| t. Legal Fees (Appeal Fees) | - | - |
| u. Provision for Bad and Doubtful Debts/Advances | - | - |
| v. Irrecoverable Balances Written- off | - | - |
| w. Packing Charges | - | - |
| x. Freight and Forwarding Expenses | - | - |
| y. Distribution Expenses | - | - |
| z. Advertisement and Publicity | 63,040 | 1,35,809 |
| za. Photocopy Charges | - | - |
| zb. Round off | (1) | 0 |
| zc. Training Expenses | - | - |
| zd. Loss on sale of car | - | - |
| **TOTAL: Rs** | **9,79,66,276.48** | **10,40,96,198** |

## SCHEDULE 22- EXPENDITURE ON GRANTS, SUBSIDIES ETC.

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. Grants Given to Institutions/Organisations | - | - |
| b. Subsidies Given to Institutions/Organisations | - | - |
| Transport Assistance | - | - |
| Development of Infrastructure | - | - |
| Market Development | - | - |
| Quality Control System | - | - |
| **TOTAL: Rs** | | |

**Place : Noida**
**Date : 23/08/2021**

**(Ajay Kumar Mishra)**
**Sr. AO**

**(Nitin Gupta)**
**Secretary**

**(A.Bipin Menon)**
**CEO**

**for Rajeev Sharma & Associates**
**Chartered Accountants**
**FRN:004849C**

**(Rajeev Sharma)FCA**
**Partner**
**M.NO.073777**

28

**SCHEDULE 23- INTEREST** *(Amount in ₹)*

| | CURRENT YEAR | PREVIOUS YEAR |
|---|---|---|
| a. On Fixed Loans | - | - |
| b. On Other Loans (including Bank Charges) | - | - |
| c. Other (Bank Charges) | - | - |
| **TOTAL: Rs** | - | - |

Place : Noida

Date : 23/08/2021

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

(२९)

# Noida Special Economic Zone Authority
## SIGNIFICANT ACCOUNTING POLICES & NOTES ON A/CS
### Schedule forming part of the financial Statement for the period ended on 31st, March, 2021

**Schedule 24: Significant Accounting Policies**

### ACCOUNTING CONVENTION

The financial statements are prepared on the basis of historical cost convention, unless otherwise stated and on the accrual method of accounting.

### REVENUE RECOGNITION

The Revenues are recognized on accrual basis unless otherwise stated specifically.

a) Lease Rentals have been recognized on accrual basis ,
b) Interest on deposits is recognized on time proportion basis.
c) I card and entry permit fee is recognized on receipt basis.
d) Plot transfer fee is recognized on receipt basis.

### ACCOUNTING HEAD

The Heads of A/c have been Rearranged and Regrouped for want of convenience.

### INVESTMENTS

Investments classified as "Long term investments" are declared at cost if any. Provision for decline, other than temporary is made in carrying cost of such investments.

Cost includes acquisition expenses like brokerage, transfer stamp etc.

### FIXED ASSETS

Fixed assets are stated at cost of acquisition inclusive of inward freight, duties and taxes and incidental and direct expenses related to acquisitions and net of depreciation. In respect of projects involving construction, related pre operational expenses (including interest on loans for specific project prior to its completion), from part of the value of the asset capitalized.

Fixed assets acquired out of monetary grants, received form Ministry of Commerce are capitalized at cost of acquisition and the amount of monetary grant received from Ministry of Commerce is reflected as reduction in cost.

### DEPRECIATION AND AMORTIZATION

Depreciation on fixed assets has been provided on written down value basis as per rates provided in Income Tax Act 1961.

The Authority had acquired the Land from Noida Authority for the development of the SEZ for a lease period of 99 Years and the value of the total lease Premium was capitalized for a value of Rs. 8,84,24,731.00, which is amortized on pro rata basis over the period of lease and an amount of Rs.8,93,179.10 is amortized on year to year basis.

## SICK UNITS DUES

An amount of Rs.25,76,85,550.00 is reflected in the balance sheet as outstanding against sundry debtors, being the amount of dues on account of lease rentals and other charges of the units. Out of this balance an amount of Rs.17,30,44,252.00 pertains to units, which went sick and are not operating in the zone.

The said amount against sick units is lying unrealized and most of these cases are pending before the Hon'ble Courts/NCLT/DRT. These dues shall be realized as per the direction of Hon'ble Courts/NCLT/DRT etc. and action for recovery of balance dues if any, shall be decided by the Department of Commerce. The necessary accounting entries will be passed after the final decision in such matters.

## GOVERNMENT GRANTS / SUBSIDIES

No Government Grants/ Subsidies has been received during the year.

## LEASE CHARGES & REVENUES

Lease rentals are earned with reference to the lease terms extended through the Agreement. The Lease rentals include the interest on the delayed payments of lease rentals and also the maintenance charges of Equipment & property.

The lease rentals & other revenues were charged in view of the rates fixed by the authority in its meeting attended by the government representatives and ministry officials.

Place: Noida
Dated: 23/08/2021

| (Ajay Kumar Mishra) | (Nitin Gupta) | (A.Bipin Menon) |
|---|---|---|
| Sr. AO | Secretary | C.E.O |

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

31

# Noida Special Economic Zone Authority

**Schedule forming part of the financial Statement for the period ended on 31st, March, 2021**

## SCHEDULE 25: CONTINGENT LIABILITIES AND NOTES ON ACCOUNTS

### CONTINGENT LIABILITIES

Claim against entity not acknowledged as debt – Rs NIL (previous year –Rs. Nil)

In respect of:
- Bank Guarantees given by / on behalf of NSEZA- Rs NIL (previous year –Rs. Nil)
- Letters of Credit opened by bank on behalf of NSEZA – Rs NIL (previous year –Rs. Nil)
- Bills discounted with banks - Rs NIL (previous year –Rs. Nil)
- disputed demands in respect of:

Income tax _ (Rs. 6,05,81,663.00 relating to AY 2010-11
Rs.12,93,24,100.00 relating to the AY 2017-18.
Rs. 65,61,030.00 & Rs.98,92,810.00 relating to the AY 2018-19)

(previous year - Rs.6,05,81,663.00 relating to AY 2010-11 & Rs.13,12,60,390.00 relating to the AY 2017-18 )

Sales tax - Rs NIL (previous year –Rs. Nil)
Municipal tax - Rs NIL (previous year –Rs. Nil)

In respect of claims from parties for non execution orders, but contested by NSEZA Rs NIL (previous year –Rs. Nil)

### CAPITAL COMMITMENTS

Estimated value of contracts remaining to be executed on capital account and not provided for (net of advances) Rs NIL (previous year –Rs. Nil)

### LEASE OBLIGATIONS

Future obligations for rentals under finance lease arrangements for plant and machinery- Rs NIL (previous year –Rs. Nil)

39

## CURRENT ASSETS, LOANS AND ADVANCES

In the opinion of the Management, the current assets , loans And advances have a value on realization in the ordinary course of business, equal at least to the aggregate amount shown in the Balance Sheet.

## FIXED ASSETS

Land premium of **Rs. 8,93,179.10** relating to the current year has been written off during the year in view of the Land Premium of Rs. **Rs. 8,84,24,731.00** of SEZ Land leased for 99 years and liable for amortization over the period of lease.

## TAXATION

The authority had fulfilled the conditions contained U/S 10(46) of the IT Act,1961, as follows:-

a) The authority was not engaged in any commercial activity during the year.
b) The Activities and nature of the specified income remained unchanged throughout the financial year.

In view of the Exemption of Income from tax allowed in the past and Renewal of Exemption Application being Pending with CBDT and since the said exemption claimed by the Authority u/s 10(46), there being no taxable income under Income Tax Act, 1961, no provision for tax has been considered necessary.

Schedules 1 to 25 are annexed to and form an integral part of the Balance Sheet as at 31-3-2021 and the Income & Expenditure Account for the year Ended on that date.

Place : Noida
Dated: 23/08/2021

| | | |
|---|---|---|
| (Ajay Kumar Mishra) | (Nitin Gupta) | (A.Bipin Menon) |
| Sr. AO | Secretary | C.E.O |

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

RECEIPTS AND PAYMENTS ACCOUNT

FOR THE YEAR ENDED MARCH 31, 2021

33

| RECEIPTS | CURRENT YEAR (Amount in ₹) | PREVIOUS YEAR (Amount in ₹) | PAYMENTS | CURRENT YEAR (Amount in ₹) | PREVIOUS YEAR (Amount in ₹) |
|---|---|---|---|---|---|
| **Opening Balances b/f** | | | **Expenses:** | | |
| Cash in Hand | - | - | **(1)Establishment Expenses** | | |
| Bank Balances | | | Programmer & Technical Staff | - | - |
| In Current Accounts | 6,37,423 | 50,00,000 | **(2)Administrative Expenses:** | | |
| In Saving Account | 17,48,94,990 | 11,19,98,975 | Domestic & Foreign Traveling Expenses | 17,16,616 | 17,27,268 |
| **Grants Received From Government of India** | | | Professional Fees | 33,09,193 | 39,92,352 |
| For Plan Schemes | - | 48,00,000 | Minor Work Expenses | 6,62,59,161 | 6,69,99,044 |
| For Non Plan Expenses | - | - | Swachhata Action Plan | 31,34,720 | 5,48,650 |
| For Capital Expenditure | - | - | Electricity Expenses | 1,40,99,522 | 1,87,52,935 |
| | | | Office Expenses | 34,03,852 | 49,74,682 |
| For NER Development Fund | - | - | Advertisement & Publicity | 63,040 | 1,35,809 |
| From State Government | - | - | Rent, Rates & Taxes | 51,39,793 | 65,99,037 |
| From Other Sources (Detail) | - | - | Audit Fees | - | 3,66,420 |
| | | | Payment for Misc. expenses | - | - |
| **Interests on Investments from** | | | **Payments Against Funds for Various Projects:** | | |
| Interest Received on Fixed Deposit with Bank | 16,81,94,451 | 2,64,94,031 | Transport Assistance | - | - |
| Own Funds | - | - | Development of Infrastructure | - | - |
| **Interest Received** | | | Development | - | - |
| Saving Bank | 36,41,268 | 37,99,645 | Quality Control System | - | - |
| Loan and Advances etc. | - | - | R & D Efforts | - | - |
| **Income** | | | **Investment and Deposits Made:** | | |
| Lease Rent Received | 30,60,30,065 | 30,29,98,328 | Fixed Deposits | 46,80,62,029 | 18,64,94,031 |
| I Card & Entry permit fee Received | 27,95,970 | 85,53,036 | Out of Own Funds | - | - |
| Allotment Fees | 1,52,15,314 | 8,44,12,279 | **Expenditure on Fixed Assets & Capital Work-In-Progress:** | | |
| Fee for Form I | 5,970 | 7,183 | Purchase of Fixed Assets | 64,13,771 | 2,50,45,319 |
| Interest/Penalty Received | 41,90,165 | 41,21,869 | Capital Work-in-Progress | 6,76,58,241 | 15,03,69,708 |
| Water Charges Received | 25,46,449 | 30,75,596 | **Payments Against Specific Grant/Funds** | | |
| Maintinance Charges Received | 1,28,94,300 | 1,44,02,216 | Payment for NBD fund | - | - |
| Plot Transfer Charges | 1,43,11,880 | 1,13,19,650 | Payment for NER fund | - | - |
| Bid Charges | 54,29,321 | 10,63,960 | Payment Against Specific Grant | - | - |
| Permission Charges | - | - | Payment Against Untilled Grant | - | - |
| Auction Sale | - | - | **Finances Charges Paid (Interest)** | | |
| Licence Fees | 1,93,877 | 1,49,436 | Bank Changes | 1,863 | 7,799 |
| Miscellaneous Receipts | 1 | 0 | **Other Payments:** | | |
| Sale of Auction Scrap | - | 35,580 | Advance to Suppliers | - | - |
| **Amount Deposited** | | | Advances/ Loan to Staff | - | - |
| Earnest Money Deposit | - | 1,15,000 | Earnest Money Deposit Payment | 5,000 | 1,55,000 |
| Security Money Deposit | 1,23,74,147 | 3,66,18,301 | Security Money Deposit Payment | 55,42,476 | 60,12,524 |
| Bid Amount (Liabilities) | 19,71,500 | 7,93,24,855 | Bid Amount (Liabilities) | 1,42,36,169 | 5,28,75,614 |
| **Other Receipts** | | | Other Deposit & Current Assets | 1,50,000 | 4,94,338 |
| Advances from Staff | - | - | Income Tax Paid | - | - |
| Tax Refunded | - | - | Service Tax Paid | - | - |
| Receipts from Debtors (Matured FD) | - | - | GST Paid | 8,02,296 | 12,39,725 |
| Bank Charges | 6,095 | 3,927 | **Closing Balance** | | |
| Refund from Income Tax (TDS) | - | 40,28,802 | Cash in Hands | - | - |
| Other Deposit & Current Assets | 14,35,032 | - | Balances with Bank | | |
| Minor Work Expenses | - | - | In Current Accounts | 50,00,000 | 6,37,423 |
| | | | In Saving Account | 6,17,70,478 | 17,48,94,990 |
| **Total: Rs** | **72,67,68,220** | **70,23,22,669** | **Total: Rs** | **72,67,68,220** | **70,23,22,669** |

**Place : Noida**

**Date : 23/08/2021**

(Ajay Kumar Mishra)
Sr. AO

(Nitin Gupta)
Secretary

(A.Bipin Menon)
CEO

for Rajeev Sharma & Associates
Chartered Accountants
FRN:004849C

(Rajeev Sharma)FCA
Partner
M.NO.073777

34

# NOIDA SPECIAL ECONOMIC ZONE AUTHORITY

# ANNUAL - REPORT
# 2020-21

35

**ANNUAL REPORT OF NSEZ AUTHORITY**
**2020-21**
**As per Rule 12(2) of SEZ Authority Rules, 2009**

## INDEX

36

**Noida Special Economic Zone Authority**

## 1. INTRODUCTION

Noida Special Economic Zone (NSEZ), set up in 1985 is spread over on 310 acres of land. It provides exceptional infrastructure, supportive services, and sector specific facilities for the thrust areas of exports like gems and jewellery, electronics and software.

NSEZ Authority came into force from 1st April 2009. The development of NSEZ is vested with NSEZ Authority, a government entity reporting directly to the Ministry of Commerce & Industry.

NSEZ Authority has autonomous powers, regulatory independence and controls in respect of, *inter alia*, development of zone, business registration and accomplish environmental regulation, land use, building regulation, certain utilities, municipal services and disposal and use of Government land in NSEZ.

NSEZ Authority is governed by an Authority constituted by Central Government vide Notification dated 27th February, 2009 and headed by the Development Commissioner of the Zone who shall act as Chairman and Chief Executive Officer of the Authority.

NSEZ Authority's mission is to develop NSEZ into a leading hub of commerce, trade & industry.

To comprehend its mission, NSEZ Authority focuses on two principal areas of accountability:

**(1) Facilitation; and**

**(2) Development**

In terms of its regulatory function, NSEZ Authority has built strong regulatory capacity and serves as a single point of service for investors, visitors, residents and enterprises, particularly in the areas of business registration and licensing, building permits, visa/residency/work permits, land, environment and investment promotion.

In terms of its development function, NSEZ Authority has created an enabling environment conducive to private sector development, and has implemented several high profile projects.

(37)

## 2. Structure and Functions.

Constitution of Noida Special Economic Zone Authority is as under:

| Sr. No. | Members | Designation |
|---|---|---|
| 1. | *Development Commissioner, Noida Special Economic Zone* | *Chairperson, Ex officio* |
| 2. | *Jt. Director General foreign Trade, Kanpur, Uttar Pradesh or his nominee not below the rank of Deputy Director General Foreign Trade* | *Member, Ex officio* |
| 3. | *Jt. Development Commissioner, NSEZ or in absence of Jt. Development Commissioner in the Zone, Deputy Development Commissioner, NSEZ* | *Member, Ex officio* |
| 4. | *Jt. Secretary, Deptt. of Commerce dealing with matter relating to Special Economic Zone or his nominee not below the rank of Under Secretary.* | *Member, Ex officio* |
| 5. | *Representative of Trade* | *Member* |
| 6. | *Representative of Trade* | *Member* |

**Functions of the NSEZ Authority:**

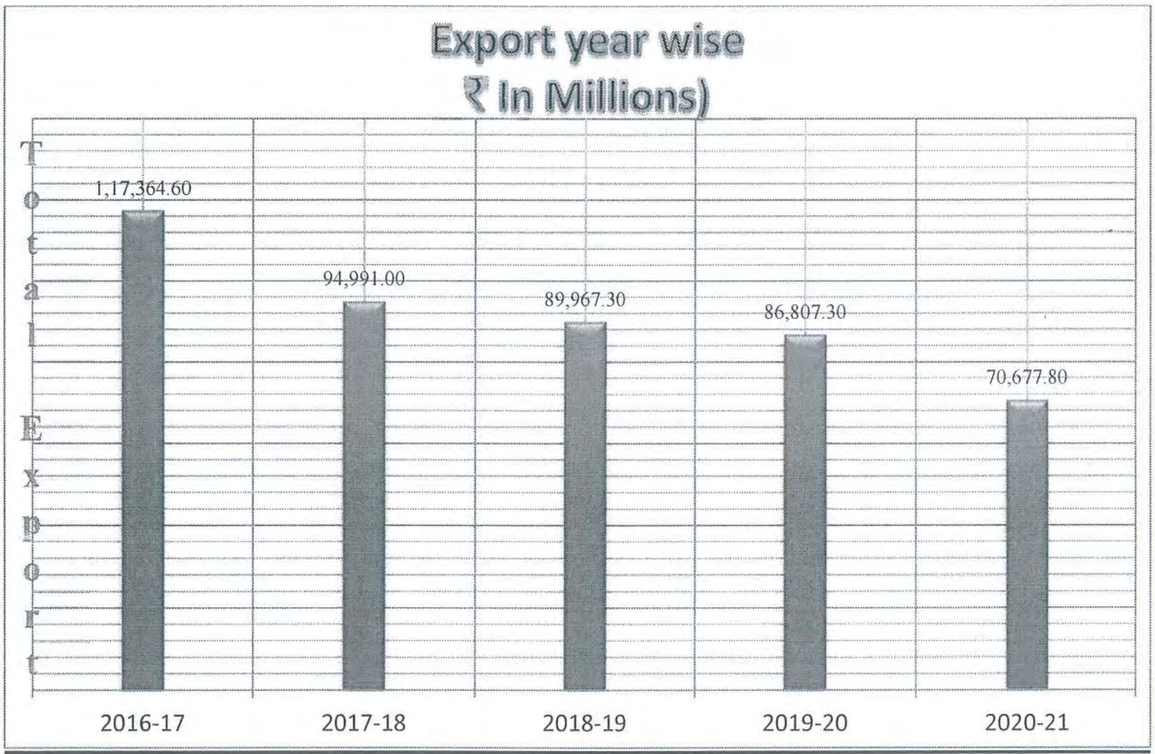
- Promotion of Investment from domestic and foreign sources.
- Development and maintenance of integrated world class infrastructure for exports.
- Employment generation.
- Promotion of export of goods and services from India.
- Raising overall level of economic activity.
- Realisation of Lease Rent./ other source of funds
- Action against defaulter units (those units who are not paying Lease Rent).
- Overall supervision of the Zone.
- Safety and security of the Zone.

39

## 3- Export performance of the Zone.

Performances of NSEZ, year wise, are given below:-

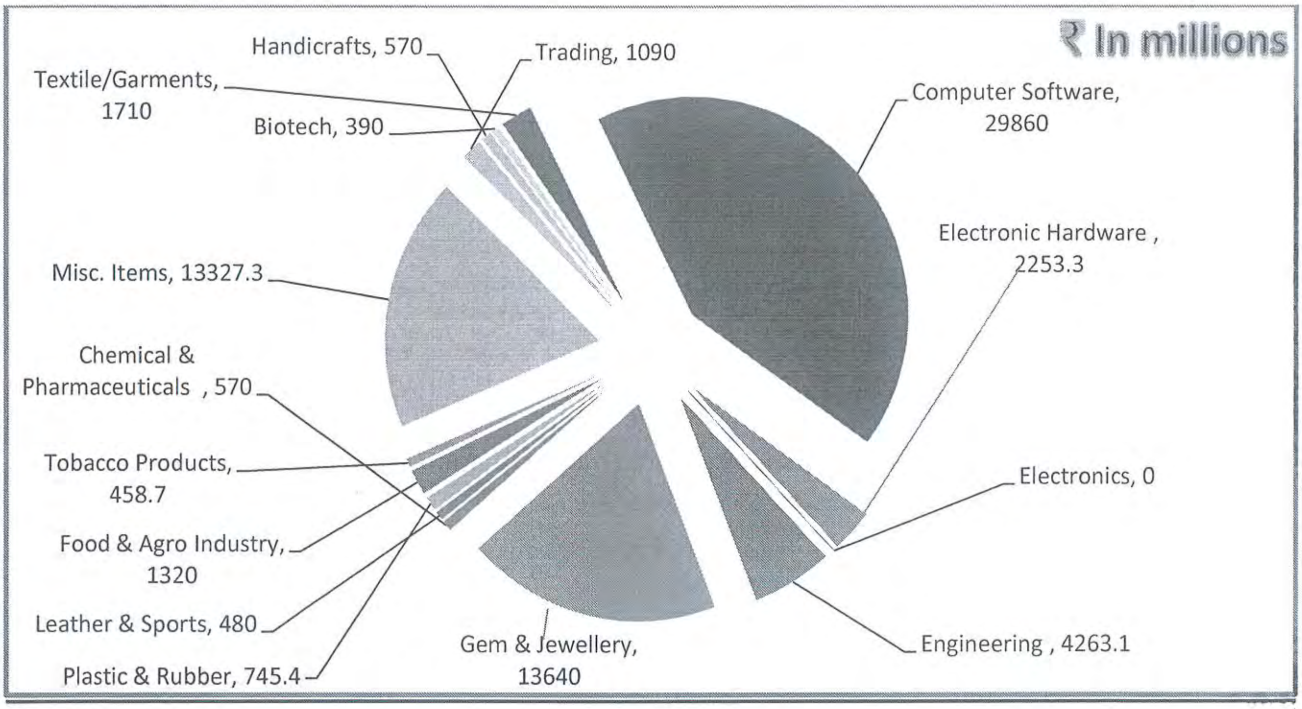
| | (₹ In Millions) |
|---|---|
| **FINANCIAL YEAR** | **TOTAL EXPORT** |
| 2016-2017 | 117364.60 |
| 2017-2018 | 94991.00 |
| 2018-2019 | 89967.30 |
| 2019-2020 | 86807.30 |
| 2020-2021 | 70677.80 |



**Sub: Sector-wise growth of Exports from NSEZ**

(₹ In Million)

| S.No. | Product Sector | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 |
|---|---|---|---|---|---|---|
| 1. | Textile/Garments | 1,146.90 | 1197.70 | 2668.20 | 3497.20 | 1710.00 |
| 2. | Computer Software | 26140.00 | 23210.00 | 25449.30 | 32182.30 | 29860.00 |
| 3. | Electronic Hardware | 5192.00 | 4696.10 | 7178.30 | 6870.90 | 2253.30 |
| 4. | Electronics | 3080.10 | 2240.60 | 0.00 | 17.40 | 0.00 |
| 5. | Engineering | 12131.30 | 7944.6 | 5784.90 | 5751.40 | 4263.10 |
| 6. | Gem & Jewellery | 61414.50 | 47043.0 | 34675.40 | 26009.40 | 13640.00 |
| 7. | Chemical & Pharmaceuticals | 310.50 | 331.30 | 671.10 | 772.20 | 570.00 |
| 8. | Leather & Sports | 1066.60 | 985.70 | 1101.70 | 1169.30 | 480.00 |
| 9. | Plastic & Rubber | 801.10 | 808.20 | 983.80 | 853.30 | 745.40 |
| 10. | Food & Agro Industry | 331.60 | 275.90 | 772.90 | 669.20 | 1320.00 |
| 11. | Tobacco Products | 847.30 | 746.70 | 254.20 | 327.30 | 458.70 |
| 12. | Misc. Items | 4654.20 | 5144.20 | 9706.60 | 8011.20 | 13327.30 |
| 13. | Trading | 248.50 | 367.00 | 362.10 | 312.10 | 1090.00 |
| 14. | Handicrafts | | | 358.80 | 364.10 | 570.00 |
| 15. | Biotech | | | | | 390.00 |
| | **TOTAL** | 117364.60 | 94991.00 | 89967.30 | 86807.30 | 70677.80 |




**IMPORTS**

(₹ In millions)

| S.No. | Nature of goods imported | 2016-17 | 2017-18 | 2018-19 | 2019-20 | 2020-21 |
|---|---|---|---|---|---|---|
| 1. | Capital Goods | 757.40 | 608.90 | 778.4 | 1623.70 | 410.00 |
| 2. | Raw material /components | 92271.50 | 63876.30 | 53833.00 | 42286.70 | 25974.00 |
| | **Total** | **93028.90** | **64485.20** | **54611.40** | **43910.40** | **26384.00** |

40

4. **Performance during the year indicating existing and projected activities, programmes continuing from the previous year and new programmes and their impact on Authority's revenue collection and impact on the Zone's export performance.**

| | |
|---|---|
| Direct/Indirect Income during the Financial Year 2016-2017 | ₹ 40.50 Crores |
| Direct/Indirect Income during the Financial Year 2017-2018 | ₹ 53.24 Crores |
| Direct/Indirect Income during the Financial Year 2018-2019 | ₹ 51.25 Crores |
| Direct/Indirect Income during the Financial Year 2019-2020 | ₹ 46.45 Crores |
| Direct/Indirect Income during the Financial Year 2020-2021 | **₹ 53.55 Crores** |

**The overall employment generated by the Zone:**

| | |
|---|---|
| Total Employment | :Nos. 40061 |
| Men | :Nos. 33218 |
| Women | :Nos. 6843 |

5. **Audited annual statement of accounts.**

Prepared/Audited by a professional CA firm engaged by the Authority viz. M/s Rajeev Sharma & Associates in accordance with SEZ Authority Rules, 09 and guidelines issued by CAG.

6. **Relevant information on labour front – strike, lockouts, accidents, litigation involving Authority's estate.**

During the Financial Year 2020-21, total 43 numbers of litigation including industrial disputes (Nil), wages (27), bonus (Nil) & gratuity payments (15) and (01) application related to Right to Information Act were received.

Out of the 43 cases, 23 cases have been resolved by conducting conciliation proceedings and 20 cases are still pending.

**Details of cases for the year 2020-21 are given as under:-**

| S.No. | Description | Total No. of Cases | No. of Settled Cases | No. of Pending Cases |
|---|---|---|---|---|
| 1 | Industrial Disputes Act | Nil | - | - |
| 2 | Payment of Wages Act | 27 | 10 | 17 |
| 3 | Payment of Bonus Act | Nil | - | - |
| 4 | Payment of Gratuity Act | 15 | 12 | 03 |
| 5 | Right to Information Act | 01 | 01 | Nil |
| 6 | Total | 43 | 23 | 20 |

7. **General Industrial trends in the Zone, broad details of sick, closed Units and their impact on the Zone's performance and Authority's estate including litigation.**

There are 289 nos. functional units and 44 units under implementation. They are doing well towards export and employment generation.

46 units are sick/ closed due to various reasons. Most of the cases are subjudice.

Appropriate action under SEZ Act/ rules and P.P. Act is going on for the recovery of lease rent from the Sick/Closed units.

## 8. Achievements, Innovations, new ideas implemented.

NSEZ Authority had prepared an Annual Action Plan for the Financial Year 2020-21 which is as under:

- Tiling work on the outer walls of existing 6 nos. toilets and construction of 4 more new toilets as earmarked:
  a. Near parking area at the end point of boundary wall.
  b. Near Plot No. 129G, NSEZ
  c. Near SDF L & M Block, NSEZ
  d. Near Plot no. 27, NSEZ
- Repairing and painting of overhead water tank erected in Park No. 3.
- Repairing and painting of 7 nos. electric substations.
- Repairing of all water & fire pumps houses.
- Installation of LED based lighting in Govt. Building.
- Laying of Kota stone on the Ground Floor at SDF J Block and repairing of Shaft including replacement of pipe and waterlines.
- Repairing and painting of fire water tanks / replacement of water lines from booster pumps of SDF- D Block to SDF A, B, C, D and E Blocks.
- Replacement of 9 nos. lifts in SDF F, G, H, I, J, K and Trading block, NSEZ.
- Repairing of Staff Quarters-D-2.
- Re-development of drainage system in phase manner.
- Re-laying of sewer lines in SDF F, G, H and I Block.
- Renovation of SDF D, E, K and Trading Block, NSEZ.
- Providing basic facilities in hall measuring 700 sq. mtrs at 1st Floor, Facilitation Centre, NSEZ for establishment of RRC.

## 9. Seminars, Conferences, Training programmes organized by the Authority.

- Meeting of NSEZ Authority: The meeting of NSEZ Authority are held on regular basis. During this financial year, 4 meetings have been held. Last meeting was held online through video conferencing on 23rd March, 2021 in view of Budget Approval for the year 2021-22.
- No seminars and training programmes were conducted during this financial year in accordance with the guidelines issued by the Govt. of India to maintain social distancing and avoid social gatherings keeping in view the spread of COVID-19 pandemic.

## 10. Events of national and international importance in which the Authority participated.

- Celebration of Van Mahotsav-2020 on 15.08.2020.
- Celebration of Independence Day-2020 and Republic Day-2021
- 6th International Yoga Day was celebrated on 21st June, 2020.

- Swachhata Action Plan for Financial Year 2020-21.
- Celebration of '151st Birth Anniversary of Mahatma Gandhi' from 28.09.2020 to 02.10.2020.
- Swachhta Pakhwada was carried out from 1st November, 2020 to 15th November, 2020.
- Walkathon was organized on 21.02.2021.

**11. Agreements with other countries/ international organizations.**

No such agreement was entered into by the NSEZ Authority with any other country/international Organisation during the Financial Year 2020-21.

**12. List of Publications brought out by NSEZ Authority.**

- Annual Accounts & Report for the year 2019-20 in Hindi & English have been printed out.

**13. Welfare measures.**

Several efforts have been made towards welfare measures including establishment of a guest house, greening of the Zone, making and renovating parks.

**14. Use of Hindi as Official Language.**

Usage of Hindi in the official letters/ documents is increased from 80 to 100% in the Areas classified as "A" and upto 80% in the areas classified as "B" &"C"

43

## Draft Agenda

**पट्टा किराया और अन्य यूजर चार्ज की दरों में संशोधन करने के सम्बन्ध।**

It is submitted that it was informed to the Authority in its meeting held on 15.06.2021 that the proposal for the revision in the user charges was placed before NSEZ Authority in its meeting held on 23.03.2021.

The Authority decided as under:-

"After due deliberations, the Authority on the suggestion of member of Authority representing Trade, decided to increase lease rent & maintenance @ 5% and rest as proposed in the agenda. Accordingly, the increment approved by the Authority is as follows:-

| **Lease rent** | **Existing rates** | **Approved rates** | **Increment** |
|---|---|---|---|
| **SDF** | ₹2,000/- | ₹2,100/- | 5% |
| **Plot** | ₹144/- | ₹152/- | 5% |
| **Maintenance charges** | ₹ 24/- | ₹25/- | 4.17% |
| **Water charges** | **Per quarter** | **Per quarter** | |
| a. **Plots up to 1000 sqr mtrs** | ₹1,200/- | ₹1,320/- | 10% |
| b. **Plots up to 5000 sqr mtrs** | ₹ 1,695/- | ₹ 1,865/- | 10% |
| c. **Plots above 5000 sqr mtrs** | ₹ 3,390/- | ₹ 3,730/- | 10% |
| d. **SDF** | ₹ 2,260/- | ₹ 2,486/- | 10% |

The above rate shall be applicable w.e.f. 01/04/2021."

The Competent Authority has found some calculation mistakes in above decision which has :been corrected as under by issuing corrigendum dated 08.04.2021 in this regard

"After due deliberations, the Authority on the suggestion of member of Authority, representing Trade, decided to increase lease rent & maintenance charges @ 5%(to be rounded off to nearest rupee) and other charges as under:-

| **Lease rent (Per Sq. mtr Per Annum)** | **Existing rates** | **Approved rates** | **Increment** |
|---|---|---|---|
| **SDF** | ₹2,000/- | ₹2,100/- | 5% |
| **Plot** | ₹144/- | ₹151/- | 5% |
| **Maintenance charges (Per Sq. mtr Per Annum )** | ₹ 24/- | ₹25/- | 5% |
| **Water charges** | **Per quarter** | **Per quarter** | |
| a. **Plots up to 1000 sqr mtrs** | ₹1,200/- | ₹1,320/- | 10% |
| b. **Plots up to 5000 sqr mtrs** | ₹ 1,695/- | ₹ 1,865/- | 10% |
| c. **Plots above 5000 sqr mtrs** | ₹ 3,390/- | ₹ 3,729/- | 10% |
| d. **SDF** | ₹ 2,260/- | ₹ 2,486/- | 10% |

The above rate shall be applicable w.e.f. 01/04/2021."

The above decision has been circulated amongst all NSEZ units/allottees vide circular dated 08.04.2021.

It was informed to the Authority that this office has received a representation from Sh. Vilas Gupta, Regional Chairman, Export Promotion Council of EOUs & SEZs. He has requested to come forward for the support of SEZ units and withdraw the said increase immediately by giving various reasons mentioned in his e-mail.

In view of above, the decision taken by Competent Authority as mentioned above was placed before Authority in its meeting held on 15.06.2021 for ratification and consideration on the representation of Sh. Gupta for taking a view in the matter.

44

The Authority after due deliberation ratified the decision taken by Competent Authority as mentioned above. The Authority also took up the representation of Sh. Gupta and after due deliberations, decided to forward the representation of Sh. Gupta to Department of Commerce for further guidance whether the Authority can freeze the lease rent/other charges to earlier level. Accordingly, vide this office letter dated 15.07.2021, the representation of Sh. Gupta was forwarded to Department of Commerce and requested that necessary guidance/direction may be issued in this regard.

Now, this office has received a letter date 09.08.2021 from DoC regarding interim relief to SEZ units in lease rent on account of COVID-19 outbreak. Though, no reference of this office letter dated 15.07.2021 is mentioned in DoC letter dated 09.08.2021. DoC has informed that Department has examined the proposal in consultation with Department of Expenditure and decided following relief for SEZ units on account of COVID-19 outbreak-

(A) No increase in lease rent for the SEZ unit for the FY 2021-22.

(B) Payment of lease rent of first quarter is to be deferred upto 31st July, 2021 for all SEZ units. The deferment may not invite any interest thereof.

DoC has directed to take necessary action on the matter.

It is mentioned here that DOC letter only talks of freezing of **lease rent** (*without mentioning about other charges like water charges which were also increased by NSEZA*) **for the SEZ units** *(without mentioning other misc allottees like shops etc.)* for the year 2021-22 along with relief regarding payment of lease rent of first quarter to be deferred upto 31 st July, 2021 for all SEZ units with no interest on such deferment.

In view of above, matter is placed before NSEZ Authority for necessary directions keeping in view the directions from DOC and also keeping in view other charges/allottees.

45

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

**एसडीएफ एफ, जी, एच, आई, जे, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० में लगी लिफ्ट बदलने/मरम्मत हेतु प्राक्कलन प्रस्तुत करने के सम्बन्ध में |**

It is submitted that an estimate of Rs.3,95,63,164/- submitted by M/s. NBCC (India) Ltd. for replacement of 09 lifts (02 nos. passenger lifts and 07 nos. goods lifts) was placed before NSEZ Authority in its meeting held on 22.07.2020 for approval. Authority deferred the proposal for next meeting with the direction to re-examine the matter in detail. Accordingly, M/s. WAPCOS Ltd. was requested vide this office letter dated 28.10.2020 to intimate the current status of these lifts and also inform this office whether the lifts need any replacement or can be renovated by using the existing infrastructure.

2. The report of WAPCOS Ltd. along with the observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts was placed before NSEZ Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to representatives of M/s WAPCOS Ltd. and M/s NBCC India Ltd. to submit detailed item wise estimated cost of lifts proposed to be replaced/repaired along with AMC and other recurring cost for future maintenance of such lifts. The Authority further directed both the agencies to take into account provision of manual doors in goods lifts while preparing estimations for these lifts and also provide authentic details of indigenous and overseas parts in the new lifts proposed to be installed, keeping in view the Aatma Nirbhar Bharat Abhiyan. Accordingly, the decision of Authority was conveyed to M/s. WAPCOS Ltd. & M/s. NBCC (India) Ltd. vide this office letters dated 18.01.2021.

3. M/s. WAPCOS Ltd. vide its letter dated 12.02.2021 has informed that they have received the quotation from existing lifts AMC Agency M/s. Fair Deal Engineering Company regarding modernization/repair of existing lift and the quotation for replacement of existing lifts with the new one from another agency. Further, they informed that 80% indigenous parts will be used in the installation of the new lift and rest 20% overseas parts like motherboard/cards etc. will be used.

4. Details of estimate for repairing of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts are as under:-

| S. No. | Description | Amount (in Rs) | Observations made by Zone Authorities |
|---|---|---|---|
| 1. | SDF F Block Luggage Lift | 3,72,526 | Possibility for repair may be explored. |
| 2. | SDF F Block Passenger Lift | 3,44,796 | Possibility for repair may be explored. |

46

| | | | |
|---|---|---|---|
| 3. | SDF G Block Passenger Lift | 4,35,892 | Possibility for repair may be explored. |
| 4. | SDF H Block Luggage lift | 5,62,742 | **Goods lifts may be replaced.** |
| 5. | SDF H Block Passenger Lift | 3,84,326 | Passenger lift may be repaired. |
| 6. | SDF I Block Luggage Lift | 4,29,206 | Possibility for repair may be explored. |
| 7. | SDF I Block Passenger Lift | 3,76,420 | Possibility for repair may be explored. |
| 8. | SDF K Block, Luggage Lift | 9,13,202 | **Goods lifts may be replaced.** |
| 9. | Trading Block, Passenger Lift | 9,63,102 | **Passenger lift may be replaced.** |
| **Total** | | **47,82,212** | |

5. Details of estimate for replacement of existing lifts as submitted by M/s. WAPCOS Ltd. and observations made by zone authorities w.r.t requirement of replacing/repairing of the lifts in NSEZ are as under:-

| **S. No.** | **Description** | **Amount (in Rs)** | **5 year maintenance charges after 1 year** | **Observations made by Zone Authorities** |
|---|---|---|---|---|
| 1. | SDF G Block Goods Lift | 19,52,651 | 3,99,600 | **Possibility for repair may be explored.** |
| 2. | SDF J Block Goods Lift | 19,52,651 | 3,99,600 | Goods lifts may be replaced. |
| 3. | SDF J Block Passenger Lift | 13,34,760 | 5,43,600 | **Passenger lift may be repaired.** |
| 4. | Trading Block Goods Lift | 19,52,651 | 3,99,600 | **No need to repair/replace goods lift.** |
| **Total** | | **71,92,713** | **17,42,400** | |

6. M/s. NBCC (India) Ltd. vide its letter dated 13.03.2021 informed that the existing lift are not repairable and NBCC will not provide any Guarantee/Warrantee on such repaired lifts, as these lifts are very old and original parts of these lifts are not available in the market. Hence, NBCC proposed to replace the existing lifts with the new one. The estimate submitted by NBCC for replacement of Goods & Passenger lifts installed at SDF F,G,H,I,J,K & Trading Block is same as the previous one.

7. It was placed before Authority in its meeting held on 23.03.2021. The Authority discussed the matter in details. The representative of M/s WAPCOS Ltd. informed that they proposed to use ECE, Birla Group lifts in which 80% indigenous parts and rest 20% overseas parts like motherboard/cards etc. will be used in the installation of the new lift. After due deliberations, Authority directed to representative of M/s WAPCOS Ltd. to get the quotations (including % of indigenous and overseas parts) from other brands which are manufactured in India and submit the same. Accordingly, the decision of NSEZ Authority was conveyed to M/s. WAPCOS Ltd. vide this office letter dated 08.04.2021.

8. M/s. WAPCOS Ltd. vide its letter dated 16.04.2021 submitted the cost wise details for the installation of new lifts from the various standard Lift manufacturer companies. Details are given below:-

| S.No. | Manufacturing Company | Type of lift | Amount (Rs in lakh) | Remarks |
|---|---|---|---|---|
| 1. | Schindler India Pvt. Ltd. | Goods Lift | 4166703.98 + GST@ 18% | 60% Indian make material use |
| | | Passenger Lift | 1753486.37 + GST@ 18% | |
| 2. | Johnson Lifts Pvt. Ltd. | Goods Lift | 2700000 + GST@ 18% | 89% Indian make material use |
| | | Passenger Lift | 1400000 + GST@ 18% | |
| 3. | ThyssenKrupp Elevator | Goods Lift | 26..00000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1350000 + GST@ 18% | |
| 4. | Otis Elevator | Goods Lift | 2730000 + GST@ 18% | 50% Indian make material use |
| | | Passenger Lift | 1320000 + GST@ 18% | |

9. It was placed before NSEZ Authority in its meeting held on 15.06.2021 for consideration. After due deliberations, Authority decided to replace the 04 nos. lifts (03 goods lifts in SDF H, K, J Block and 01 passenger lift in SDF Trading Block) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years (1 year warranty and 4 years maintenance). The Authority also decided to ask the consolidated estimate from M/s. WAPCOS Ltd. for replacement 04 nos. lifts (03 goods lifts and 01 passenger lift) make of ThyssenKrupp Elevator/ Otis Elevator with maintenance of said lifts for 1+4 years (I year warranty and 4 years maintenance) and repairing of 08 nos. lifts (03 goods lifts in SDF F, G & I Block and 05 passenger lifts in SDF F, G, H, I & J). Accordingly, the decision of NSEZ Authority was conveyed to M/s. WAPCOS Ltd. vide this office letter dated 07.07.2021.

10. M/s. WAPCOS Ltd. vide its letter dated 30.07.2021 has submitted the estimate of Rs.1,63,14,987/- including WAPCOS charges @5.70% for replacement of Goods & Passenger lifts in SDF Block H, J, K & Trading Block (manufactured and maintained by

48

ThyssenKrupp Elevator (India) Pvt. Ltd. as per documents submitted by WAPCOS) and repairing of Goods & Passenger lifts in SDF F,G,H,I & J Blocks before NSEZ Authority. Details of the estimate are as under:-

| S. No. | Description | Amount |
|---|---|---|
| 1. | Installation of new Goods & Passenger lifts in SDF Block H, J, K & Trading Block (along with the maintenance charges for 5 years and one year warranty) | 1,20,59,202.00 |
| 2. | Repairable parts for Goods & Passenger lifts in SDF Block F, G, H, I & J at NSEZ | 33,75,980.00 |
| 3. | Sub total | 1,54,35,182.00 |
| 4. | WAPCOS charges @ 5.70% | 8,79,805.00 |
| **TOTAL** | | **1,63,14,987.00** |

In view of above, the estimate of Rs.1,63,14,987/- for replacement of Goods & Passenger lifts in SDF Block H, J, K & Trading Block and repairing of Goods & Passenger lifts in SDF F, G, H, I & J Blocks before NSEZ Authority is placed before Authority for examination and consideration.

49

# एजेंडा

**विषय:-Engagement of additional PSUs for Infrastructure work at Noida SEZ, Noida-reg**

It is submitted that Authority in its meeting held on 16.02.2021was informed that Noida SEZ has engaged NBCC & NPCC for the purpose of development work in Noida SEZ. Further, M/s WAPCOS Limited has also been engaged for various day to day activities of operation & maintenance of the zone. Of late, it has been observed that when the number of development work is more, execution of work by the two agencies, i.e. NBCC & NPCC, take more time than expected in view of non-availability of dedicated supervisory staff at each site. This delay sometimes defeats the very purpose of the work for which it was to be undertaken.

In view of this Authority felt that Noida SEZ should engage more PSUs for Infrastructure work, which will not only result in healthy competition among the PSUs to complete the work within the stipulated time frame, but also monitoring of the work may also be done effectively.

The matter was placed before Authority in its meeting held on 16.02.2021 to take a view and to deliberate how additional PSUs can be hired.

The Authority discussed the matter in detail. The Authority after due deliberations decided that expression of interest may be invited in compliance with relevant GFR provisions from Central PSUs like EIL, MECON etc. for Infrastructure work at Noida SEZ, Noida.

Accordingly vide this office letters dated 24.06.2021, Expression of Interest(EOI) from following Central PSUs for infrastructure work at Noida SEZ was invited:-

i. Engineers of India Ltd.
ii. MECON Limited.
iii. WAPCOS Limited.
iv. NBCC India Ltd.
v. NPCC Ltd.

This office has received Expression of Interest (EOI) for infrastructure

50

work at Noida SEZ from following CPSUs. Details are as under:-

| S. No. | Details of CPSUs | Service Charge/ PMC | Existing Service Charge/PMC |
|---|---|---|---|
| 1. | NBCC (India) Ltd, incorporated in 1960, a "Navratna" blue-chip enterprise under Ministry of Housing and Urban Affairs(MoHUA), Govt. of India, | 07% | 9% |
| 2. | National Projects Construction Corporation Ltd., Miniratna, A Govt. of India Enterprise | 5.75% | 5.75% |
| 3. | WAPCOS Ltd., Mini-Ratna-I and ISO 9001:2015 accredited Public Section Enterprise under Ministry of Jal Shakti. | 3.48% | 5.70% |

In view of above, the matter is placed before NSEZ Authority for further deliberation & direction.

51

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

**विषय:-फर्म के नाम/संविधान में बदलाव के कारण मैसर्स शिमर इंटरनेशनल (अब मैसर्स कसिया कोचर एलएलपी) पर आवंटन शुल्क लगाने के सम्बन्ध में।**

It is submitted that it was informed to NSEZ Authority in its meeting held on 20.11.2020 that the proposal of M/s. Shimmer International, a unit in NSEZ at SDF No. H-06(B) for change of name/constitution of firm was considered by the Approval Committee in its meeting held on 21.09.2020.

2. Ms. Nidhi Khullar, Proprietress of M/s Shimmer International informed the Approval Committee that they are changing the constitution of the unit from proprietorship to LLP by way of acquisition of unit by newly formed entity i.e. Kassia Couture LLP.

3. The Approval Committee observed that the present request of the unit for change in constitution is tantamount to change in ownership and the applicability of transfer charges shall be first examined by the Estate Management Division.

4. The Approval Committee, unanimously took note of change of name/constitution of unit from "M/s. Shimmer International (a proprietorship firm of Ms. Nidhi Khullar)" to "M/s. Kassia Couture LLP (LLP firm with Ms. Nidhi Khullar and Mr. Pramod Vijay Khullar as partners)" in terms of Instruction No. 89 dated 17.05.2018 read with Instruction No. 90 dated 03.08.2018 subject to payment of transfer charges, if applicable.

5. Accordingly, change in the name/constitution of firm consisting of following partners has been taken note of in this office records vide this office letter dated 02.11.2020 issued from Project Section, NSEZ:-

| **Previous Promoter** (M/s. Shimmer International) | **Present Partners and their Profit & Loss sharing ratio in M/s Kassia Couture LLP.** |
|---|---|
| Ms. Nidhi Khullar (Proprietor) | 1. Ms. Nidhi Khullar – 60%<br>2. Mr. P.V. Khullar – 40% |

6. As per decision taken by NSEZ Authority in its meeting held on 04.09.2012, "*In case of company/partnership, even if the LOA is same, no transfer charges shall be levied if there is change/transfer of equity up to 50%, but transfer charges shall be levied if more than 50% share/promoters/directors/partners are changed. In case of proprietary concerns, if there is change of hands, transfer charges shall be levied. In case there is change in name only with no changes in constitution and ownership, no transfer charges shall be levied.*"

7. Proposal and decision taken by NSEZ Authority in its meeting held on 29.06.2015 regarding levy of allotment charges is as under:

"*In case of plots, we are charging transfer charges if more than 50% shareholding exchange it was proposed to adopt same analogy in the case of SDF. The Authority approved the proposal.*"

8. Keeping in view the above observation of UAC & decision of NSEZ Authority, it

52

appears that allotment fees of Rs.5,50,515/-@Rs.1750/- per sq. mtrs in respect of SDF No. H-06(B), NSEZ, Noida is applicable as M/s Kassia Couture LLP is new entity.

9. Ms. Nidhi Khullar, Partner, M/s Kassia Couture LLP vide letter dated 10.11.2020 has informed that she had applied the change of name in her proprietorship company M/s Shimmer International to a Partnership company there by retaining majority share with herself. Now, as per the company law to convert a proprietorship company to a partnership company, she have to dissolve the proprietorship company firm and then change it into to a new partnership company either with the same name or any other name. She choose to make it a partnership LLP company but she could not get the same name of Shimmer into LLP company as the same has been taken over by somebody else. Therefore, she switched it to M/s Kassia Couture LLP and retaining the majority share in her name. She further informed that there is no change of promotors in this case and any demand of charges is illegal and without any logic. It simply means that they connot change any proprietorship company into a partnership company by retaining the majority share with the proprietor itself and their proposal was also approved by the Approval Committee in its meeting held on 21.09.2020. She has requested to provide the clarification in this regard by mentioning the concerned rules and notification in this regard.

10. In view of above, proposal was placed before NSEZ Authority in its meeting held on 20.11.2020 to take a view on imposition of Allotment Fee of Rs.5,50,515/-@1750/- per sq. mtrs as per observation of UAC & decision of NSEZ Authority.

11. The Authority discussed the matter in detail. The Authority after due deliberations, deferred the matter for next meeting and directed Sh. Rajeev Sharma, FCA, M/s Rajeev Sharma & Associates to submit his opinion in the matter. The Authority also directed the Estate Division to check with other SEZ Authorities about the applicable transfer charges/ allotment fees in such cases.

12. Accordingly, vide this office letter dated 27.01.2021, Chairman & CEO of other 06 SEZ Authorities were requested to submit their inputs/comments about applicability of transfer charges/allotment fee in respect of change of name/constitution of firm and the practice being adopted there and vide this office letter dated 27.01.2021, M/s Rajeev Sharma & Associates was requested to expedite their opinion in the matter. Till date they have not submitted same.

13. This office has received inputs/comments from KASEZ, VSEZ and CSEZ Authority which reproduced as under-

**KASEZ Authority**-"*As per practice of this zone/Authority, if there is major change in share(more than 50%) in the partners/Directors, current lease rent fixed by the KASEZ Authority is charged and no transfer fees is being charged. However, such transfers are approved by the Unit Approval Committee in terms of Instruction No.89 dated 17.05.2018. In case of transfer under Rule 74A of SEZ Rules, 2006, transfer fee equivalent to Annual advance rent is charged.*"

**VSEZ Authority**- "*VSEZ Authority is not charging any transfer charges/allotment fee for change of name/constitution of firm.*"

**CSEZ Authority**- "*1. The lease rent should be cleared by the existing unit on date of transfer* *of leased property.*

*2. The unit shall pay the present lease rent to CSEZA i.e. revised annual lease rent in advance.*

*3. The unit shall pay transfer fee equivalent to 110% of the revised annual lease rent.*

*4. A fresh lease deed for the balance period should be executed on the basis of change of name of the company.*

*5. Necessary amendments have to be carried out in the LOA.*

*6. An undertaking should be submitted by the unit to take over the assets and liability of the transferring unit.*

*7. New project implications should be submitted by the unit to place before the UAC meeting."*

14. It is clear that there are no uniform system available in other SEZ Authority (KASEZ, VSEZ & CSEZ Authority) in respect of change of name/constitution of firm.

15. It is not cleared from the decision of NSEZA as mentioned in para 6 above that transfer charges shall be levied on more than 50% changes in existing shares/promoters/directors/partners or addition of more than 50% of new shares/promoters/directors/partners.

16. The Rule 6(1)(i) & (v) of Authority Rules, 2009 are reproduced as under:-

> *"The Authority shall, -*
> *(i) take all necessary measures for efficient management of the Zone and develop it as a financially viable organisation,*
>
> *(v) have powers to raise resources in a manner consistent with provisions of the SEZ Act and Rules framed thereunder."*

17. Further provisions of section 34 of the SEZ Act, 2005 are reproduced as under:

*"Functions of Authority*

*(1) Subject to the provisions of this Act, it shall be the duty of each Authority to undertake such measures as it thinks fit for the development, operation and management of the Special Economic Zone for which it is constituted.*

*(2) Without prejudice to the generality of the provisions of sub-section (1), the measures referred to therein may provide for -*

*(a) the development of infrastructure in the Special Economic Zone;*

*(b) promoting exports from the Special Economic Zone;*

*(c) reviewing the functioning and performance of the Special Economic Zone;*

*(d) levy user or service charges or fees or rent for the use of properties belonging to the Authority;*

*(e) performing such other functions as may be prescribed."*

17. In view of above, matter is placed before NSEZ Authority for appropriate decision in this regard.

******

5A

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

विषय: मैसर्स वन टच सलूशन्स (इंडिया) प्राइवेट लिमिटेड के निदेशकों में बदलाव के कारण ट्रान्सफर चार्जेज लगाने के सम्बन्ध में |

It is submitted that it was informed to NSEZ Authority in it meeting held on 20.11.2020 that the proposal of M/s. One Touch Solutions (India) Pvt. Ltd., for change in directors of the company was placed before the Approval Committee in its meeting held on 09.01.2020. The Approval Committee, after due deliberations, took note of change in directors of the unit.

2. Accordingly, change in directors consisting of following directors of the company w.e.f. 26.02.2019 has been taken on records:

| Directors before change | Directors after change |
|---|---|
| 1. Mr. Bharat Surana<br>2. Mr. Madhu Surana | 1. Mr. Nortanmal Nahta<br>2. Mrs. Bimla Nahta |

3. It is mentioned that there is no change in shareholding pattern of the company due to change in directors. Shareholding pattern of the company prior to and after change in directors are as under:

| Name of shareholder | Shareholding percentage before change | Shareholding percentage after change |
|---|---|---|
| i) Mr. Bharat Surana | 25.67% | 25.67% |
| ii) Mrs. Kavita Parikh | 33.33% | 33.33% |
| iii) Mrs. Madhu Surana | 7.66% | 7.66% |
| iv) Mr. Dharmesh Shah | 33.33% | 33.33% |
| **Change in shareholding pattern** | **0%** | |

4. As per NSEZ Authority in its meeting held on 04.09.2012, "*In case of company/partnership, even if the LOA is same, no transfer charges shall be levied if there is change/transfer of equity up to 50%, but transfer charges shall be levied if more than 50% share/promoters/directors/partners are changed. In case of proprietary concerns, if there are changes of hands, transfer charges shall be levied. In case there is change in name only with no changes in constitution and ownership, no transfer charges shall be levied*."
5. In this case, shareholding of the company has not been changed but all the directors of the company have been changed. Hence, transfer charges are applicable as per NSEZ Authority decision mentioned in para 4 above.

55

In this regard, comments from M/s. Rajeev Sharma & Associates, Noida have been obtained.

6. M/s. Rajeev Sharma & Associates, Noida submitted their comments regarding levy of transfer charges due to change of directors. They have opined that:-
   i. Since there is more than 50% change in directors, the transfer charges shall be levied.
   ii. However, since the last line of the said decision stipulates that where there is no change in ownership and constitution, transfer charges shall not be levied.
7. Therefore, transfer charges may not be levied by the Competent Authority. However, it appears that suitable amendments to the said decision of NSEZ Authority held on 04/09/2012 with respect to levy of transfer charges need to be done so as to remove any conflicts in future.
8. Above facts were placed before Authority in its meeting held on 20.11.2020 to take a view in the matter and necessary decision. The Authority discussed the matter in detail. The Authority after due deliberations, deferred the matter for next meeting and directed Sh. Rajeev Sharma, FCA, M/s Rajeev Sharma & Associates to examine the matter in detail and to submit his opinion on the matter. The Authority also directed the Estate Division to check with other SEZ Authorities about the applicable transfer charges/allotment fees in such cases. Meanwhile the working of the unit would not be allowed to hamper merely on the ground of non-payment of transfer charges.
9. Accordingly, vide this office letter dated 25.01.2021, Chairman & CEO of other 06 SEZ Authorities were requested to submit their inputs/comments about applicability of transfer charges/allotment fee in respect of 100% change in directors of the company and the practice being adopted there and vide this office letter dated 25.01.2021, M/s Rajeev Sharma & Associates was also requested to expedite their opinion in the matter. Till date they have not submitted same.
10. This office has received inputs/comments from KASEZ and VSEZ Authority which reproduced as under-

**KASEZ Authority-**"*As per practice of this zone/Authority, if there is major change in share(more than 50%) in the partners/Directors, current lease rent fixed by the KASEZ Authority is charged and no transfer fees is being charged. However, such transfers are approved by the Unit Approval Committee in terms of Instruction No.89 dated 17.05.2018. In case of transfer under Rule 74A of SEZ Rules, 2006, transfer fee equivalent to Annual advance rent is charged.*"

**VSEZ Authority-** "*VSEZ Authority is not charging any transfer charges/allotment fee for 100% change in directors of the company.*"

**CSEZ Authority-**"*this office has not collecting any transfer charges/allotment fee in respect of change of directors of the company.*"

11. From the above, it is clear that there is not uniformity amongst the SEZ Authorities in respect of 100% change in directors.

56

12. Further it is also not clear from the decision of NSEZA as mentioned in para 4 above whether transfer charges shall be levied on more than 50% changes in existing shares/promoters/directors/partners or addition of more than 50% of new shares/promoters/directors/partners

13. The Rule 6(1)(i) & (v) of Authority Rules, 2009 are reproduced as under:-

> *"The Authority shall, -*
> *(i) take all necessary measures for efficient management of the Zone and develop it as a financially viable organisation,*
>
> *(v) have powers to raise resources in a manner consistent with provisions of the SEZ Act and Rules framed thereunder."*

14. Further provisions of section 34 of the SEZ Act, 2005 are reproduced as under:

*"Functions of Authority*

1. *Subject to the provisions of this Act, it shall be the duty of each Authority to undertake such measures as it thinks fit for the development, operation and management of the Special Economic Zone for which it is constituted.*
2. *Without prejudice to the generality of the provisions of sub-section (1), the measures referred to therein may provide for -*
    a. *the development of infrastructure in the Special Economic Zone;*
    b. *promoting exports from the Special Economic Zone;*
    c. *reviewing the functioning and performance of the Special Economic Zone;*
    d. *levy user or service charges or fees or rent for the use of properties belonging to the Authority;*
    e. *performing such other functions as may be prescribed."*

15. In view of above, matter is placed before NSEZ Authority for appropriate decision on the proposal.

******

(57)

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

विषय:- सर्विस सेंटर की छत पर स्थापित सोलर सिस्टम के पुनसंचालन के सम्बन्ध में |

It is submitted that the Authority in its meeting held on 26.06.2019, directed Estate Management Division to prepare tender documents for e-tendering in accordance with the guidelines of CVC. It was also directed to consult the officers of Uttar Pradesh Power Corporation Ltd. for grid connectivity before e-tendering.

2. Accordingly, the Executive Engineer of Uttar Pradesh Power Corporation Ltd. vide this office letter dated 12.07.2019 and reminder letters 16.10.2019, 28.01.2020 & 06.08.2021 was requested to let this office know as to what procedure/formalities to be adopted/followed for on-grid connectivity of 100KW Solar Power Plant installed at roof top of Service Centre building, NSEZ and what are the rates for solar energy to be provided to grid.

3. The Executive Engineer of Uttar Pradesh Power Corporation Ltd. vide its letter dated 13.08.2021 has submitted copy of RSPV Regulation, 2019 dated 04.01.2019 alongwith Annexure-I, II & III(A). UPPCL has mentioned that rooftop solar may be connected with Grid as per point No.2(k) of the said Regulations. Regulation No. 2(k) is as follows: "*Eligible consumer, for Net Metering Scheme means the consumers of a Licensee under agriculture (LMV-5) category or domestic consumers under LMV-1 category. While under Gross Metering Scheme means a consumer of electricity in the area of supply of the Distribution Licensee, who intends to set up a grid connected rooftop Solar PV system in the consumer's premises which can be self-owned or third party owned, with an intent to sell the entire electricity to the distribution licensee at the rate prescribed by the Commission.*"

4. Further with reference to this office letter dated 06.08.2021, M/s WAPCOS Ltd. vide its letter dated 25.08.2021 has informed that a site inspection was carried out on 07.08.2021 along with NSEZ official to understand the exact scope of work. It was found 80% of solar plate is not working properly and inverter has been damaged also. They have submitted the estimated cost of Rs.54,36,151/- for the same. Details of estimate are as under:-

| S. No. | Description | Amount ( in Rs.) | Remarks |
|---|---|---|---|
| 1. | **Repair** work of 100 KW Solar Panel at Service Centre, NSEZ | 51,43,000.00 | Rates based on quotation. |
| 2. | WAPCOS PMC Charges@5.70% | 2,93,151.00 | |
| 3. | **Total(1+2)** | **54,36,151.00** | |

5.1 Here it is mentioned that as per attached previous notesheet, earlier the work of re-operationalization of rooftop solar system was awarded to PEC Ltd @ Rs. 18,50,000/- on 23.04.2018. However due to financial and manpower problems, PEC Ltd could not carry out the work. Later the NSEZA had in its meeting held on 14.01.2019 decided to award the work for re-operationalization of rooftop solar system to NPCC Ltd. in terms of Rule 133(3) of GFR. NPCC had submitted an estimate of Rs. 2725226.09 (including contingency @3% and PMC Charges @ 5.7% but excluding labour cess). Another private player namely AN Electromech referred by Mr. Puneet Kapoor, ex-Member of NSEZA (from Trade) had also submitted its estimate of Rs. 2988583.60 (off grid) and Rs. 778043.60 (on grid).

58

5.2 The estimates were examined by a committee headed by JDC. The committee observed that estimates submitted by NPCC Ltd were on higher side as compared with other two. The committee recommended invitation of open e-tender for the work. The recommendations of the Committee were then considered by the NSEZA in its meeting held on 26.06.2019. The Authority agreed with the recommendation and directed to prepare e-tendering documents as per CVC guidelines. The Authority also directed to consult UPPCL for grid connectivity before e-tendering. Accordingly matter was being taken up with UPPCL which has now given some inputs as mentioned above.

6. As regards estimates submitted now by WAPCOS the same appear to be on very much higher side. Wapcos has mentioned has mentioned <u>repair</u> of solar panels in its covering letter but letter of some third party attached with the Wapcos letter mentions replacement

7. In view of above, the matter is placed before NSEZ Authority to take a view in this regard.

*********

59

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

**| विषय: एसडीएफ डी, ई, के एवं ट्रेडिंग ब्लाक, एन०एस०ई०जेड० के नवीनीकरण के सम्बन्ध में**

It is submitted that M/s. NBCC (India) Ltd. was requested vide this office letters dated 18.09.2019, 18.10.2019 & 08.11.2019 to submit the scope of work and estimate for following works:-

1. Water proofing of SDF 'K' Block.
2. Additional work of water proofing (brick coba) on 2500 sq. mtr. roof top on E Block, NSEZ.
3. Replace the water line with CPVC line.
4. Repairing of water tank stand.
5. Replacement of damaged water tanks.
6. Repairing and painting of walls in SDF D & E Block.
7. Replacement of ACP in SDF E Block & Trading Block.

2. NBCC (India) Ltd., vide its letter dated 13.12.2019 submitted the provisional estimate for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida for Rs.2,40,86,112/- including 3% Contingency, 2% Design & Drawing charges, & 9% NBCC Centage. The estimate was placed before the Committee in its meeting held on 05.03.2020 to examine and recommend suitably. The Committee discussed the estimate in detail and after due deliberations recommended to place the estimate before NSEZ Authority in its next meeting for approval. Accordingly, the recommendations of Committee were placed before Authority in its meeting held on 22.07.2020 for approval.

3. The Authority in its meeting held on 22.07.2020 deferred the proposal of renovation work of SDF 'E' Block & Trading Block, SDF 'D' Block and SDF 'K' Block at NSEZ, Noida. The Authority directed to elaborate all details in the agenda and place it in next meeting along with need and urgency of the proposed work.

4. Meanwhile, the above SDF blocks were visited by Zone Authorities on 17.11.2020 to see the condition of SDFs and broadly understand the scope of work. It was observed that in these SDF Blocks some portions of roof require urgent water proofing, water pipes are rusted and need replacement, false ceilings are broken and need repair, plaster are peeled and shafts are in dilapidated conditions. These require immediate repair/maintenance so as to avoid any causality.

5. Accordingly, full facts in the matter were placed before Authority in its meeting held on 20.11.2020 for consideration and decision. The Authority discussed the matter in detail and deferred the matter for its next meeting with the direction to M/s NBCC to give building wise estimates excluding Trading Block for the works to be essentially done, including the shaft areas wherever it is in dilapidated condition. NBCC was also directed to specifically include costing for dismantling of the false ceiling in respective Blocks, which have been proposed for renovation as there is no need of false ceiling in common area of SDF. The decision of NSEZ Authority was conveyed to NBCC vide this office letter dated 15.01.2021.

6. M/s. NBCC (India) Ltd. vide its letter No. NBCC/ZH/NCR/DGM/2021/15 dated 05.02.2021 submitted the revised provisional estimate for renovation work of SDF D, E, K & Trading Block at NSEZ, Noida for Rs.4,47,16,340/- including 3% Contingency, 2% Design & Drawing charges, & 9% NBCC Charges. The revised estimate of Rs.4,47,16,340/- was placed before NSEZ Authority in its meeting held on 23.03.2021 for further examination and consideration. The Authority after due deliberation decided to defer the proposal for next meeting. The matter was again placed before NSEZ Authority in its meeting held on 15.06.2021 for further examination and consideration.

60

7. The Authority discussed the matter in details. The members of Authority felt that the estimate submitted by M/s. NBCC India Ltd. is on higher side. The Authority after due deliberation decided to constitute a Committee comprising Sh. Nitin Gupta, Deputy Development Commissioner, NSEZ, Sh. Amit Kumar Gupta, Deputy Commissioner (Customs), NSEZ and trade members. The Committee will inspect the SDF D, E and Trading Block physically and explore the required scope of work for renovation. The committee will also examine and finalize the required scope of work for renovation of SDF 'K' Block as construction of K Block was completed during the year 2007 and renovated on June, 2017. After finalization of scope of work by Committee, estimate will be asked from M/s. NBCC India Ltd., NPCC Ltd. and WAPCOS Ltd.

8. Accordingly, the committee physically inspected all the locations on 30.07.2021 and recommended the following scope of work for each block towards repair/renovation:-

**SDF E-1 Block**:-

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of False Ceiling.
- Water tank slab to be Demolished and tanks to be shifted on roof top
- Repair of broken ACP Panel.
- Water proofing work under terrace tank.
- Installation of Terrace tank 40,000 liter capacity (8 tanks of 5000 liter capacity each).
- Repair of shaft area.
- Replacement of water line of roof top.

**SDF E-2 Block**:-

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows glasses.
- Fixing/repair and painting of M.S. Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of False Ceiling.
- Water tank slab to be Demolished and tanks to be shifted on roof top
- Repair of broken ACP Panel.

61

- Water proofing work under terrace tank.
- Installation of Terrace tank 40,000 liter capacity (8 tanks of 5000 liter capacity each).
- Repair of shaft area
- Replacement of water line of roof top

**SDF D BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of False Ceiling.
- Water proofing work under terrace tank.
- Water proofing work in Lift Pit.
- Repair of one Aluminium window in common area.
- Repair of shaft area
- Replacement of water line of roof top

**SDF K BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair/replacement and painting of M.S Door in at roof top.
- Painting of Staircase railing.
- Water proofing in Terrace.
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Flooring work in lift lobby area.
- Repair of broken Switch Boards.

**TRADING BLOCK**

- Repair of plaster and putty and paint work in Common area.
- Replacement of broken windows Glasses.
- Fixing/repair and painting of M.S Door in Electrical Panel Rooms and roof top.
- Painting of Staircase railing.
- Water proofing in Terrace (Block-1 Area)
- Repair of broken ACP Panel
- Damaged cast iron pipes are to be replaced with CPVC Pipes.
- Repair of broken stones in staircases.
- Repair of broken Switch Boards.
- Repair of rain water pipe.

In view of above, the recommendations of the Committee are placed before NSEZ Authority for further examination and approval.

62

**AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021**

**विषय:- ग्राम भूड़ा के सरकारी स्कूल में खेल सुविधाओं के लिए अनुदान के सम्बन्ध में |**

It is submitted that Competent Authority has decided on file to place a proposal before the NSEZ Authority regarding providing sports facilities for the students of the Government School at Village Bhuda near NSEZ, for further deliberation/decision.

Accordingly, proposal is placed before the NSEZ Authority for discussion and appropriate decision in this matter.

*****

63

## AGENDA FOR THE MEETING OF NSEZ AUTHORITY TO BE HELD ON 31.08.2021

**विषय:- एन०एस०ई०जेड० इकाईयों के लिए कल्याण एवं मनोंरजन केंद्र के सम्बन्ध में |**

It is submitted that Competent Authority has decided on file to place a proposal before the NSEZ Authority regarding creation of Wellness and Recreation Centre in NSEZ for NSEZ unit, for further deliberation/decision.

Accordingly, proposal is placed before NSEZ Authority for discussion and appropriate decision in this matter.

*****

M/S NPCC Ltd.

## STATUS REPORT 27/08/2021

| S. No. | Name of the Project | Work Order issued on | Approved cost of the Project including Centage Charges (in Rupees) | Award cost of the Project excluding Centage Charges (in Rupees) | Amount Released by NSEZ to Implementing agency (in Rupees) | Date of completion of Project with NSEZ | Date of completion of Project with contractor | Present Status of the work | Physical Status of the Project | Whether UC /Final bill is submitted or Not. If yes, amount (In Rupees) | Balance amount (In Rupees) | Expected date of completion (as informed by Implementing agency) | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | |
| 1 | Construction of new warehouse at CWC Complex in NSEZ | 10.07.2018 | 332.04 Lacs | 265.44Lacs (Revised=304.85 Lacs) | 290.13 Lacs | 30.03.2021 | 30.03.2021 | Completed & handover | Handedover | 32,817,026.00 | 38.03 Lacs | | Final bill and related documents are already submitted but payment is pending |
| 2 | Repair of Park No. 2,3,4 & 5 | 03.05.2019 | 99.21 Lacs | 69.99 Lacs | 55.51 Lacs | 30.08.2021 | 30.08.2021 | Completed | Completed | Pending | | | delay due Covid 19 & Contractor and his all family members are COVID Positive including working staff. |
| 3 | Operation & Maintenance of SWM System at NSEZ | 27.12.2018 | 5.89 Lacs per month | 5.5 Lacs per month | 122.14 Lacs | - | - | work in progress | Monthly basis | - | - | - | Three months payment is pending |
| 4 | Miscellaneous works at SDF-E block | 10.07.2019 | 47.38 Lacs | 39.28 Lacs | 31.50 Lacs | 30.07.2021 | 30.07.2021 | Completed | Completed | Pending | | | |

Prashant Singh
Site Engineer

M/s WAPCOS Ltd. Status Report

| S. No. | Name of the Project | Work Order issued By WAPCOS Limited to Contractor | Approved cost of the Project (in Rupees) | Award cost of the Project excluding Centage Charges ( in Rupees) | Amount Released by NSEZ to Implementing agency (in Rupees) | Date of completion of Project with NSEZ | Date of completion of Project with contractor | Present Status of the work | Physical Status of the Project | Whether UC /Final bill is submitted or Not. If yes, amount ( in Rupees) | Balance amount (in Rupees) | Expected date of completion (as informed by implementing agency) | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Providing Maintenance service at NSEZ.(Security,Horticulture,Housekeeping,Water supply,Electricity,Hardware & Software Services) | 5.7.2019 | 8,89,000,00.00 | | | 30.06.2022 | 30.06.2022 | Work Still going on | | | | | Monthly Payment on actual basis. Within The approved Cost. Tender was awarded at cost of 6.40 crore |
| 2 | Construction of one sump tank along with installation of Sewerage Pump at NSEZ, Noida | 25.03.2021 | 7,01,314.00 | | Nil | 30.06.2021 | Approval Awaited | Work still ongoing | | Nil | | | No amount received till the date. Approval of Noida Authority is required and the same letter is submitted to NSEZ for approval. Waiting for NOC. |
| 3 | Construction of Cycle track in NSEZ, Noida | 10.05.2021 | 84,87,938.00 | | 40,91,234.00 | 12.07.2021 | 15.09.2021 | Work still ongoing | | Nil | | | 50% amount received. |
| 4 | Construction of boundary wall with provision of 2 gates at Staff Quarters, NSEZ, Noida | 31.05.2021 | 14,24,559.00 | | 3,43,980.00 | 23.07.2021 | 31.08.2021 | 100% Complete | 100% Complete | 10,31,940 | | | 100% Complete. Last Payment of 10,31,940 is pending |
| 5 | Constrcution of Sewer Line of FGHI in NSEZ, Noida | 31.07.2021 | 31,53,755.00 | | Nil | 23.07.2021 | 30.09.2021 | Work still ongoing | 35% complete | | | | Rs. 6,52,774 invoice has been raised on 24.08.2021 |

99

**<u>Noida SEZ Authority meeting</u>**

AGENDA FOR NSEZ AUTHORITY MEETING TO BE HELD ON 31.08.2021

**Subject: Transfer of building erected at Plot No. 150A, NSEZ, Noida in favour of M/s. Taurus Englobe-reg.**

It is submitted that liquidation proceedings were initiated in respect of M/s. ANG Industries Ltd., Plot No. 150-A & SDF No. I-11, NSEZ under the provisions of Insolvency and Bankruptcy Code, 2016 by an order passed by Hon'ble NCLT, New Delhi on 01.10.2019.

2. Brief facts in respect of Plot No. 150-A, NSEZ are as under:-

i. LOA No. 02/13/2005-Proj/6678 dated 11.08.2005 was issued to M/s. ANG Auto Tech Pvt. Ltd. which was valid upto 20.08.2016.
ii. Plot No. 150A, NSEZ was transferred to M/s. ANG Auto Tech Pvt. Ltd. vide this office letter dated 18.08.2005 and possession was given on 15.12.2005.
iii. The name of the unit changed from M/s. ANG Auto Ltd. to M/s. ANG Industries Ltd. vide letter dated 15.10.2010.
iv. NOC for mortgage of building at Plot No. 150A, NSEZ was issued to M/s. ANG Industries Ltd. in favour of Yes Bank Ltd. on 17.09.2012.
v. Notice under Section 7 of P.P. Act, 1971 were issued on 08.08.2013 and 02.02.2016.
vi. Order under Section 7 of P.P. Act, 1971 was issued on 11.03.2016.
vii. Notice under Section 4 of P.P. Act, 1971 was issued on 01.07.2016.
viii. Eviction Order under Section 5 of P.P. Act, 1971 was issued on 09.11.2016.

3. Brief facts in respect of SDF No. I-11, NSEZ are as under:-

a. SDF No. I-11, NSEZ was allotted to M/s. ANG Auto (P) Ltd. on 09.05.2005 and possession was given on 26.05.2005.
b. The name of the unit changed from M/s. ANG Auto Ltd. to M/s. ANG Industries Ltd. vide letter dated 15.10.2010.
c. Notice under Section 7 of Public Premises Act, 1971 was issued on 13.03.2013 & 12.09.2014.
d. Notice under Section 4 of Public Premises Act, 1971 was issued on 08.04.2013, 20.01.2015 & 01.02.2016.
e. Order under Section 5 of Public Premises Act, 1971 was issued on 09.11.2016 & 22.12.2016.
f. The unit vide its letter dated 30.09.2016 requested this office to transfer the assets and liabilities of SDF No. I-11, NSEZ. The unit was called for personal hearing vide this office letter dated 02.12.2016 but no one appeared on behalf of the unit.
g. Recovery Certificate under Section 14 of Public Premises Act, 1971 was issued on 11.11.2016 and reminders were issued on 20.04.2017,

02.06.2017 & 11.07.2017.

h. The unit was again called for personal hearing vide e-mail dated 11.04.2017 but no one appeared on behalf of the unit.

4. Gist of liquidation proceedings against M/s. ANG Industries Ltd.:-

a. Sh. Ankit Kishore Sinha, Liquidator of M/s. ANG Industries Ltd. vide letter dated 22.10.2019 informed this office that liquidation has been initiated in respect of M/s. ANG Industries Ltd. under the provisions of Insolvency and Bankruptcy Code,2016 by an order passed by Hon'ble NCLT, New Delhi on 01.10.2019.

b. The status of M/s. ANG Industries Ltd. and lease rent dues were conveyed to the liquidator vide this office letter dated 02.12.2019 and the claim for lease rent amounting to Rs.83,69,574/- (Rs.27,20,516/- in respect of Plot No. 150A, NSEZ and Rs.56,49,058/- in respect of SDF No. I-11, NSEZ) outstanding upto 31.12.2019 was also filed in the prescribed format i.e. Form C.

c. The liquidator admitted our claim of Rs.10,08,730/- in respect of Plot No. 150A, NSEZ and Rs.23,33,343/- in respect of SDF No. I-11, NSEZ pertaining to CIRP period i.e. from 01.09.2017 to 30.09.2019.

d. Our legal firm had been requested vide e-mail dated 02.03.2021 & 15.04.2021 to submit legal opinion in the matter. Legal firm vide e-mail dated 03.05.2021 informed that an amount distributed by the Ld. Liquidator is in terms of section 53 of IBC, wherein the unsecured crown debts (Govt. operational debts) are less prioritized and it might be fruitless to contest the same. Therefore, without prejudice to effect the future liabilities, NSEZ may accept the same. Accordingly, an amount of Rs.10,08,730/- against the outstanding lease rent in respect of Plot No. 150A, NSEZ was deposited in NSEZ Authority account.

e. No payment in respect of SDF No. I-11, NSEZ has been received till date. A letter dated 12.07.2021 has been issued to the liquidator to deposit the admitted claim amount in respect of SDF No. I-11, NSEZ.

f. M/s. Taurus Englobe vide letter dated 09.02.2021 informed that they are the successful bidder of the auction held by the Official Liquidator of NCLT of the property bearing No. 150A, NSEZ in the name of M/s. ANG Industries Ltd. and requested this office to complete the process to issue the possession letter. A letter dated 12.07.2021 has been issued to M/s. Taurus Englobe to clear the remaining lease rent dues amounting to Rs.29,58,999/- outstanding upto 30.09.2021 in respect of Plot No. 150A, NSEZ and to pay transfer charges and security deposits etc. in this office for taking over the possession of Plot No. 150A, NSEZ.

5. Now, M/s. Taurus Englobe vide its letter dated 18.07.2021 has submitted the point wise reply of this office letter dated 12.07.2021 and mentioned as under:-

1. That Taurus Englobe has not been provided with the original sub-lease of the property as the first allottee has misplaced the same. The unit has enclosed a copy of the sub-lease deed and a copy of missing report submitted in the Police Station, Phase-II, Noida.

2. That any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property. Further, the NSEZ Authority has filed a claim in regards to all liabilities of the Corporate Debtor with the Ld. Official Liquidator and a partial amount has already been released by the Ld. Official Liquidator in favour of the NSEZ Authority. Therefore, no outstanding dues/ charges are payable by Taurus Englobe in this regard. Further, since the Ld. Official Liquidator handed over the possession of the said assets to Taurus Englobe, vide its letter dated 08.02.2021, in accordance with the law, NSEZ Authority is requested to re-calculate the Lease Rent from the date of possession, i.e. 08.02.2021 and provide Taurus Englobe with the revised quarter rent amount to be paid in favour of NSEZ Authority.
3. That the clause relating to transfer charges has been amended/ rectified by the Ld. Official Liquidator vide its letter dated 08.07.2021. In its letter, the Ld. Official Liquidator replaced and amended the previous clause, which stated,

   "*Any transfer fees and incidental charges payable in relation to such grant of rights shall be borne by the purchaser*"

   with the new clause which says,

   "*Any fee and incidental charges (if any) as per auction rules (procedure) of NSEZ Authority shall be applicable on the purchaser*".

   Unit has further mentioned that it is patently clear from a bare perusal of the amended clause that the word "transfer fee" has been deleted. Hence, no transfer charges are required to be deposited by Taurus Englobe to gain possession of the Property. Therefore, it is requested that the NSEZ Authority delete the transfer charges since they are not applicable in the present matter. Without prejudice to the above, it is submitted that in order to remove any ambiguity, obviate any miscommunication in this regard, it is humbly requested that NSEZ Authority provide Taurus Englobe with a copy of its Auction rules under which such transfer charges/fees have been levied upon Taurus Englobe.

4. That Taurus Englobe is agreeable to pay the sum of INR 4,05,986/- towards security deposit. The said security amount will be released by the NSEZ authorities, along with interest thereon, at the time of vacating the plot.
5. That Taurus Englobe is agreeable to pay the sum of INR. 1,18,301/- towards advance lease rent and water charges, for the next quarter.
6. That any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property. Thus, Taurus Englobe is not required to pay the customs dues of the previous allottee, and NSEZ Authority is requested to delete the above charges since they are not applicable in the present matter. Whatever duties will be applicable if Taurus Englobe plans to take these machineries outside the SEZ, Taurus Englobe shall pay whatever the duties applicable at the time.
7. That Taurus Englobe is willing to provide the undertaking as required, within 45 days from the date of confirming their letter.

8. <u>That Taurus Englobe is not liable for the outstanding dues of the previous allottee</u>. Any previous liability of the Corporate Debtor shall be borne by the Ld. Official Liquidator and not the subsequent purchaser of the property.

6. Further, the unit has requested this office to provide the requisite documents and amend transfer charges and the lease amount payable and also requested to allow them to execute a new sub-lease deed to enable them to start their export activities.

7. Here it is mentioned that M/s Taurus Englobe has, vide its letter dt. 09.02.2021, intimated that it purchased property at Plot No. 150-A, NSEZ in auction conducted by Ld. Liquidator appointed by Hon'ble NCLT in the matter of ANG Industries Ltd. Main issues which emerge from the above which need to be deliberated here regardig transferring the possession of above mentioned plot to the transferee, are as under:

i) <u>Issues pending with Liquidator</u>: Against the outstanding lease rent amount of Rs. 27,20,516/- intimated to the Liquidator in Form C, the Liquidator has paid Rs. 10,08,730/- only. In this regard legal opinion was sought from the Legal Retainer who vide their email dt. 03.05.2021 mentioned that the amount received from the Ld. Liquidator is in terms of section 53 of IBC and since Govt operational debts are less priortised, it might be fruitless to contest the same; and therefore, without prejudice to effect the future liabilities, NSEZ may accept the same. Accordingly the said amount of Rs. 10,08,730/- received from the Liquidator has been deposited into NSEZ Authority account.

Further vide this office letter dt. 12.07.2021, the Liquidator has been requested to provide his calculation sheet of outstanding lease rent and documentary proof regarding distribution of assets in terms of Section 53 of IBC, 2016 confirming the share of NSEZA (in addition to taking up unsettled issues reg. SDF I-11 with him against which no claim amount has yet been received and the SDF is yet to be taken over by Zone Admin). However reply from the Liquidator is awaited.

ii) <u>Pending compliances on the part of Transferee</u>: To enable this office to transfer the physical possession of plot in question in favour of the transferee, this office vide letter dt. 12.07.2021 has requested the transferee to deposit original deed of plot, pay outstanding lease rentals, transfer charges, security money, one quarter lease rent/water charges, ascertain and pay Customs dues, submit undertaking reg payment of outstanding dues to UPPCL/FIs etc, if any. The transferee has however refused to pay outstanding lease rentals, transfer charges, Customs dues and submission of undertaking reg payment of outstanding dues to UPPCL/FIs etc, if any. Further the transferee has said that it is ready to pay refundable security money with the condition that at the time of vacation of plot NSEZA shall refund the same along with interest. Further the transferee has mentioned that they have already taken possession from the Liquidator and need not take separate possession from NSEZA. In this regard, as per records, the following submissions are made for taking a view in the matter:

a ) Refusal to Payment of applicable transfer charges/outstanding dues etc.: Transferee has refused to pay outstanding lease rentals, transfer charges, Customs dues, UPPCL/FIs dues. In this regard it is mentioned that the Liquidator has given a clause in its certificate of sale dt. 08.02.2021 which says that "*Any transfer fees and incidental charges payable in relation to such grant of rights shall be borne by the purchaser"* The transferee says that this clause has been subsequently amended by Liquidator through his letter dt. 08.07.21 and now the clause says that "*Any fee and incidental charges (if any) as per auction rules (procedure) of NSEZ Authority shall be applicable on the purchaser*". Though no such letter from the Liquidator amending the clause has been received in NSEZ however still more or less the meaning of amended clause appears to be same regarding the liability to pay fees and charges. Reasons for such change in clause by Liquidator are not known as yet. The transferee unit has also sought a copy of auction rules levying transfer charges.

In this regard, it is mentioned that as per decision taken by NSEZ Authority in its meeting held on **05.03.2012** for transfer of land allotted to the unit in NSEZ **:-**

*"Transfer of building including plot is to be allowed to a unit having valid LOA on payment of transfer charges at the rate of Rs.450/- per sq. mtr. in case of functional unit and Rs.800/- in case of non-functional unit or not having completion certificate*."

As per the decision of NSEZ Authority taken in its meeting held on 05.03.2012, transfer charges shall be levied for transferring the plot along with the building if LOA has been obtained afresh.

NSEZ Authority in its meeting held on **03.01.2013** revised the rates of transfer charges from Rs.450/- to Rs.550/- and Rs.800/- to Rs.1000/-.

Decision taken by NSEZ Authority in its meeting held on **26.10.2015** regarding liabilities of Commercial Deptt. (VAT), Service Tax and UPPCL, if any at the time of fixation of reserve price is as under:-

*"If any case comes for disposal of building etc. an undertaking/affidavit to this effect may also be taken from the unit that no dues of above agencies are pending against the SEZ unit and in case any liability, penalty is imposed and required to be paid subsequently, the unit/ promoters will have to pay the same*."

In the Certificate of Sale issued by the liquidator on 08.02.2021 , it has been mentioned that the sale of the schedule assets has been made on "As is where is basis", "As is what is basis", "Whatever there is basis" and "No recourse basis" Besides, it is mentioned that our legal firm had opined in the matter of M/s. Pearl Syntax (Plot No. 183, NSEZ) that the auction purchaser must have agreed to purchase the said Unit on 'as is where is' basis and therefore the liability and previous dues, if any of the said Unit should be cleared by the successful auction purchaser.

Here it is mentioned that transfer charges have been made applicable by NSEZA as per its decision taken in its meeting held on 05.03.2012 and revised to the current rates in its meeting held on 03.01.2013. Further it is mentioned that this office had clearly mentioned in its terms and conditions, including applicable transfer charges, vide this office detailed letter dt. 03.12.2019 written to the Liquidator before initiation of auction process by Liquidator.

b) Separate possession: It may be mentioned that plot of land has never been a part of Liquidation process and its possession/lease rights can only be given by NSEZA to the transferee for which physical possession handover/take over appears to be necessary for execution of sub-lease deed in favour of the transferee. Even the transferee in its letter dt. 09.02.2021 has requested to issue possession letter from this office. Besides in various other similar cases, physical possession have been given by NSEZA to transferee/purchasers.

c) Refund of Security money with interest: Decision to obtain security money equivalent to one year lese rent from new allottees was taken by NSEZA in its meeting on 18.06.2012 with a view to treat the security money as a guarantee in case the unit defaults in payment of rent/other dues to NSEZA during its possession of the allotted premises. There is no mention in the decision to pay interest on such security money to the unit. The security money deposited by units is refunded to the units without any interest at the time of vacation of the premises. The allotment letter issued to the unit also does not have any such mention reg. payment of interest on such refund.

8. In view of above, matter is placed with full facts before the NSEZ Authority for detailed deliberations and decision on the issues involved and raised by the transferee unit.

*****