

J&K State Industrial Development Corporation (SIDCO)  
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Rail Head Complex Jammu (J&K) - 180004  
Phone: 2477310 Fax: 2477311

Order No. SIDCO/ROJ/2024/216  
Dated: 06-03-2024

Sub: Allotment of land in favour of M/s RSWM Limited at Industrial Estate Bhagthali Kathua.

Ref: 1) Decision of 5th meeting of Apex Level Land Allotment Committee held on 02.02.2024 at Jammu under the Chairmanship of the Chief Secretary, UT of J&K.


2) Decision of Divisional Level Land Appraisal Committee held on 02.03.2024.

Sanction is hereby accorded to the allotment of 275 (Two Hundred Seventy Five) Kanals of land situated at Industrial Estate Bhagthali Kathua, in favour of M/s RSWM Limited for setting up a Unit for manufacturing of "Textile". The said allotment shall be governed by the following terms and conditions:-

1. The allotment of land shall be on lease basis, for a period of 40 years initially, which can be extended up to 99 years subject to fulfillment of conditions as laid down in the lease deed.
2. The premium for 275 Kanals of land is payable @ Rs. 8 Lakhs (Rupees eight Lakh only) per Kanal.
3. The annual lease rent will be @ Rs. 6000/- (Rupees six thousand) plus taxes as applicable per kanal per annum and shall be paid in advance for three years. Further rent shall be paid in advance for each financial year. The rent shall be charged from the 30<sup>th</sup> day of issuance of allotment order or execution of lease deed whichever is earlier.
4. The lease rent mentioned in clause 3 above is subject to revision by J&K SIDCO from time to time. The decision of J&K SIDCO in this regard shall be final and binding on the lessee.
5. The allottee will deposit the payment against premium and annual lease rent as per clause 2 & 3 above online only on the Single Window Portal within a period of 60 days from the date of issuance of allotment order, failing which the allotment shall be liable for cancellation.

6. That the allottee shall deposit the entire land premium amount in one go and enter into lease deed with J&K SIDCO within a period of 60 days from the date of issuance of this allotment order and shall be strictly governed as per Clause 10.8 of J&K Industrial Land Allotment Policy-2021-30.
7. That the unit will submit the implementation schedule as per the PERT chart therein indicating the tentative date for completion of the project and undertake to adhere to the same strictly before executing the lease deed which will form one of the clauses of the lease deed.
8. That the stipulated period within which effective steps are required to be taken shall be three years, which will start from the date of obtaining possession certificate which in turn, should necessarily be obtained within 15 days of execution of lease deed. The effective steps include the construction of building and placement of orders for procurement of machinery and shall not mean mere construction of shed or chowkidar shed and boundary wall. The allottee shall furnish the building plans prepared by the approved Architect. The building plans etc shall conform to the by-laws of SIDCO which shall be binding factor for utilization of allotted premises.
9. In case effective steps are not taken by the entrepreneur within three years, the land shall be retrieved without giving any notice and allotted to other entrepreneurs as per the guidelines. The premium and/or rent paid by the entrepreneur in such cases shall be forfeited. The allotted plot in this case shall be retrieved irrespective of the fact whether the Provisional Registration is valid. For the purpose of retrieval, the validity of Provisional registration shall be inconsequential and only the time line of three years for taking effective steps shall be the deciding factor for retrieval of land.
10. The maximum period for coming into production shall also be three years from the date of obtaining possession certificate which should necessarily be obtained within fifteen (15) days of the execution of lease deed. .
11. That the land allotted is for establishing the line of activity as mentioned above. In case of any change/additional line of manufacture, you will intimate us for its inclusion in lease deed after obtaining necessary permission from concerned DIC.
12. The company shall undertake on affidavit (attested before Judicial Magistrate) that it will abide by provision of various State/Centre laws related to the Industrial Units/Establishment/Production/Marketing. It would also undertake that any deviation/non-compliance would be the responsibility of the unit owner / management. Industries & Commerce Department / SIDCO would not be party/responsible for any omission/commission on this account. Further you will be governed by the covenants of J&K Industrial Land Allotment Policy -2021-30. read with Procedural guideline and Industrial Policy 2021-30 read with procedural guideline.

13. The allottee shall strictly adhere to utilize the land as per projections made at the time of submission of request for allotment of land, if it is found that the land is not fully utilized as per projections, SIDCO shall be at liberty to resume a part or whole of the land not utilized without paying any compensation for the same.
14. The stamp duty and registration charges as applicable under rules from time to time shall be borne by the lessee/allottee.
15. The company shall pay the cleaning and general maintenance charges amounting to Rs. 5000/- (Rupees five thousand only) per annum, which shall be paid in advance for each financial year.
16. The allottee shall contribute to the operating and running expenses of the Common Effluent Treatment Plant (CETP) to which its effluent is treated. The charges shall be calculated as per the quantity, quality and other terms & conditions of CETP. The contributory unit shall also have to be a member of SPV or consortium or the body, whatsoever formed for the operation of the CETP.
17. The lessee may take water from SIDCO if such water supply system is laid by SIDCO.
18. Obtaining of all necessary NOC/ Clearances shall be sole responsibilities of Promoters viz. CTE, PAC, Environmental Clearance etc.

  
✓ (Inder Jeet) JKS  
Managing Director  
J&K SIDCO/SICOP

No. SIDCO/ROJ/Poj/23/24/2186-95

Dated:- 06-03-2024

Copy to the:

1. Commissioner Secretary, Industries & Commerce Department Jammu/ Srinagar.
2. Director, Industries & Commerce, Jammu for information.
3. Private Secretary to chief Secretary for kind information of the Worthy Chief Secretary.
4. General Manager (J) J&K SIDCO for information.
5. General Manager, DIC, Kathua, for information.
6. Executive Engineer JPDCL, Division Kathua for information.
7. District Officer, SPCB, Kathua.
8. Manager Estates, Industrial Estate Ghatti Kathua, for information & Compliance.
9. M/s RSWM Limited.
10. General order file/concerned file.