

FOURTEENTH KERALA LEGISLATIVE ASSEMBLY

COMMITTEE

ON PUBLIC UNDERTAKINGS (2019-2021)

HUNDRED AND THIRD REPORT

(Presented on 13th November, 2019)

SECRETARIAT OF THE KERALA LEGISLATURE THIRUVANANTHAPURAM

2019

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On

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

(Based on the Report of the Comptroller and Auditor General of India for the year ended 31 March, 2006)

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COMMITTEE ON PUBLIC UNDERTAKINGS (2019-2021) COMPOSITION OF THE COMMITTEE

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Legislature Secretariat:

Shri S.V. Unnikrishnan Nair, Secretary Shri P. B. Suresh Kumar, Joint Secretary Shri G. Harish, Deputy Secretary Smt. Reji D. O., Under Secretary.

INTRODUCTION

. I, the Chairman, Committee on Public Undertakings (2019-21) having been authorised by the Committee to present the Report on its behalf, present this Hundred and Third Report on Kerala Industrial Infrastructure Development Corporation (KINFRA) based on the Report of the Comptroller and Auditor General of India for the year ended 31" March, 2006 relating to the Public Sector Undertakings of the State of Kerala.

The aforesaid Report of the Comptroller and Auditor General of India for the year ended 31^s March, 2006, was laid on the Table of the House on 28-3-2007. The consideration of the audit paragraphs included in this Report and the examination of the departmental witness in connection thereto was made by the Committee on Public Undertakings constituted for the years 2016-2019 at its meeting held on 16-11-2017.

This Report was considered and approved by the Committee (2019-21) at its meeting held on 10-10-2019.

The Committee places on record its appreciation for the assistance rendered to it by the Accountant General (Audit), Kerala in the examination of the audit paragraphs included in this Report.

The Committee wishes to express its thanks to the officials of the Industries Department of the Government Secretariat and Kerala Industrial Infrastructure Development Corporation (KINFRA) for placing the materials and information solicited in connection with the examination of the subject. The Committee also wishes to thank in particular the Secretaries to Government - Industries and Finance Departments and the officials of the Kerala Industrial Infrastructure Development Corporation who appeared for evidence and assisted the Committee by placing their views before it.

C. DÍVAKARAN,

Chairman, Committee on Public Undertakings.

Thiruvananthapuram, 10th October, 2019.

REPORT

ON

KERALA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (KINFRA)

AUDIT PARAGRAPH 3.4. (2005-06) (3.4.1 to 3.4.33)

Introduction

3.4.1 The Kerala Industrial Infrastructure Development Corporation (Corporation) was set up in February 1993 under the Kerala Industrial Infrastructure Development Act, 1993 (Act) to provide for the establishment of industrial areas, organisation of industrial growth centres and for setting up infrastructural facilities for industries. The main activities of the Corporation are;

- to develop, establish and maintain industrial areas selected by the Government;
- to identify appropriate industrial sites, acquire them and tie-up the required infrastructure facilities like power, water, roads, communications, etc.; and
- to allot the developed plots to entrepreneurs on terms and conditions as may be determined by the Corporation.

The allotment of developed/undeveloped land to prospective entrepreneurs was being made on lease basis for a period of 90 years after collecting lease premium amount and annual lease rent and service charges thereafter.

As on 31 March, 2006, the Corporation had three associate companies" engaged in the business of export promotion, textile apparels and film and video as well as eight Industrial Infrastructure Development Centres (IIDCs). The Corporation also entered into agreement for five Joint Ventures".

The management of the Corporation vests with a Board of Directors. consisting of eleven members with the Chief Secretary to Government of Kerala as

 Kinfra International Apparel Park, Kinfra Plim and Video Park and Kinfra Export Promotion Industrial Park.

1425/2019.

^{**} Rubber Park India (P) Limited, ICICI-KINFRA Limited, Western India KINFRA Limited, Marine Products Infrastructure Development Corporation Limited, Care KERALAM Limited.

Chairman. The Managing Director is the Chief Executive of the Corporation. There were no members representing professional bodies and financial institutions as contemplated under Section 5 of the Act *ibid*.

Scope of audit

3.4.2 The performance review conducted during January to May 2006 covers the activities of the Corporation in the development of infrastructure for industries during the five years ended 31 March 2006.

Seven IIDCs and three Associate companies and three Joint Venture Companies[®] which had taken up development works for infrastructure and allotment to entrepreneurs were covered in the present study.

Audit Objectives

3.4.3 The objective of the performance review was to examine the role of Corporation in the development of industrial infrastructure in the State with a view to ascertain whether;

- there was a clearly laid down plan for purchase and development of land;
- land procured was developed by establishing infrastructure facilities like roads, power, water supply, communication, etc.;
- the funds received from Central and State Government by way of grants and loans were utilised in an economic, effective and efficient manner;
- land developed was alloted to industrial entrepreneurs and the terms and conditions of lease were conducive to industrial development and lease rent fixed was Optimum;
- there was proper co-ordination of various government departments and agencies to ensure timely and qualitative facilities; and
- the Corporation could ensure availability of adequate infrastructure to the entrepreneurs.

[@] IIDCs at Thiruvananthapuram, Mazhuvanuur, Koratty, Malappuram, Wayanad, Thalassery, Kasangod. Associate companies Kinfra International Apparel Park, Kinfra film and Video Park, Kinfra Export Promotion Industrial Park, Joint Venume Companies: ICICI-KINFRA, Western India KINFRA Limited and Marine Products Infrastructure Development Corporation.

Audit Criteria

3.4.4 The Audit Criteria used for assessing the achievement of audit objectives were as follows:

- Industrial policy of the State Government and directives issued relating thereto.
- Targets fixed for selection of areas for development of infrastructure.
- Detailed studies made to establish whether industrial entrepreneurs were willing to acquire the areas if infrastructure development was carried out. Cost efficiency of plots allotted in various industrial parks.
- Performance of industries with regard to working results and employment opportunities created.
- Performance of associate companies particularly with reference to their intended objectives.
- Agreements with Joint Venture Companies and return on such investments.

Audit Methodology

3.4.5 The Audit methodology adopted involved:

- examining the industrial policy of the State Government and ascertaining whether the infrastructure development was in conformity with the policy and directions of the Industries Department/ Ministry;
- scrutiny of Government Orders, minutes of the meetings of the Board of Directors, Project Implementation Committee, Pricing Committee, etc.;
- review of tender files, work contracts, payment vouchers, etc., and scrutiny of records of associate companies and Joint Venture Companies;
- review of documents relating to award of contracts, their execution and norms for provision of facilities, fixation of lease premium, rent of Standard Design Factories and its realisation; and
- review of Progress reports and administrative reports sent to Industries Department/Government.

Audit findings

3.4.6 Audit findings as a result of test check were reported to the Corporation/Government in July 2006 and discussed in the meeting of the Audit Review Committee on Public Sector Enterprises (ARCPSE) held on 4 August 2006, which was attended by the Additional Secretary, Industries Department and Managing Director of the Corporation. The views expressed by the members were taken into consideration while finalising the review.

Audit findings are discussed in the succeeding paragraphs:

Industrial Policy

3.4.7 The State Government announced (1998, 2001 and 2003) the Industrial Policy which provided an overall approach towards development and upgradation of infrastructure to enable optimum utilisation of the State's resources. As per the 1998 policy the Government identified 100 per cent Export Oriented Unit (ECU) and tiny, small, medium or large units in sectors like Information Technology, Tourism, Agro based business including food processing, Readymade garments, Ayurvedic medicines, Mining, marine products, light engineering, bio-technology and rubber based industries as thrust Sectors. Specialised industrial parks with state-of-the-art infrastructure were to be developed for each of the above thrust sectors.

Under the industrial Policy of 2001 and 2003 the Corporation was expected to 'kick start' infrastructure development in the State and to bring about revolutionary changes in the availability of quality infrastructure. The salient features of the policy included:

- Revival of Kerala State Export Promotion Council to cater to the needs of export community.
- Announcement of a new export policy by constituting an Export Promotion Committee with the Corporation as a nodal agency.
- Setting up transparent methods for private participation in infrastructure in public interest.
- Setting up industrial parks for various sectors and groups including women.

- Development of industrial areas under Build, Operate and transfer (BOT) and Build, Own, Operate and Maintain (BOOM) basis.
- Development of road and water transport with private participation.
- Provision of educational and research institutions of international standards related to business/ industry.
- Creation of a separate fund by the Corporation to take up preliminary/ feasibility studies.
- Implementation of the Special Economic Zone (SEZ) policy and establishment of Industrial Development Zones.
- Constant co-ordination with Government of India for ensuring higher central investment in Kerala.

Out of the various activities indicated above, the Corporation had taken up the setting up of industrial parks for Various sectors and groups.

Purchase/Acquisition of Land

3.4.8 For the purpose of establishing industrial parks by providing infrastructural facilities the Corporation had been purchasing/acquiring land. The land acquisition was made through the District Collector and in some cases purchases were made directly from other departments/institutions. The Corporation, however, did not have any definite policy for selection of land for purchase/acquisition with reference to the nature of industries and suitability for creation of infrastructure facilities. The procurement/purchases were being made merely on the basis of availability of land.

During January 1995 to December 2005, the Corporation acquired/purchased 2750.14 acres of land at 17 locations. Annexure 20 gives details of area acquired/purchased, cost of land and cost of development of various industrial Parks. The total cost of 2384.34 acres of land (excluding 240 acres assigned by the State Government free of cost and 125.80 acres for which valuation was yet to be made) was Rs.81.75 crore. The cost of land ranged from Rs.1.13 lakh to Rs. 7.53 lakh per acre depending on the location except the cost of land procured at the rate of Rs.28,01 lakh per acre at Kochi during 2005.

The industrial infrastructure development centres (IIDC) schemes envisaged development of industrial areas with infrastructure facilities within two years. Out of the total area of 1914.98 acres (Aanexure 20) of land in 13 industrial parks, development works were undertaken in an area of 1032.52 acres only keeping an area of 882.46 acres without commencing development works. In respect of the balance area of 835.16 acres of land under "Other Parks" development Works were undertaken only in 382.06 acres leaving a balance of 453.10 acres of undeveloped land. This included 164.22 acres of land acquired for a private party as discussed in para 3.4.10 infra.

The deficiencies noticed in the purchase/acquisition of land and its utilisation are discussed in the succeeding paragraphs:

Land assigned for Industrial Township

3.4.9 The Corporation identified an area of 300 acres of land owned by Hindustan Machine Tools Limited in the prime locality at Kochi and submitted (May 1999) its proposals to the State Government for establishment of an Integrated Industrial Township (IIT) through a suitable Joint Venture Partner who was to be identified. The Government, accordingly, assigned and allotted (June 1999) 250 acres of land which was taken over by the Corporation in November 1999. The proposed IIT was to comprise of KINFRA ITPO Exhibition-cum-Convention Centre (40 acres), KINFRA Export Promotion Industrial Park -Free Trade Zone (135 acres) and Hi-tech Park (75 acres). It was noticed during audit that the Corporation had not undertaken any feasibility study for the establishment of an industrial township in the area and no Joint Venture partner could be identified till date (August 2006). Thus, even after the lapse of over five years the Industrial Township had not been started. The only activity undertaken on the land was commencement (April 2005) of civil construction work for a Biotechnology Incubation Centre building in an area of 40 acres. The Corporation thither transferred 10 acres of land to the National Institute of Legal Studies without lease rent for 90 years as directed (August 2005) by the Government. The balance area of 190 acres has been lying idle since November 1999.

The Management stated (July 2006) that several attempts made from June 2000 onwards to find a private sector participant for Hi-Tech Park through the

process of newspaper advertisements were not fruitful since there was no demand for land at that time. The reply indicated that the Corporation had sent the proposal for setting up of an Industrial Township without adequate planning and study.

Acquisition of land for a Private Entrepreneur

3.4.10 On the direction of the State Government, the Corporation entered into (December 1997 and May 2000) an agreement with a private entrepreneur viz. Kannur Power Projects (KPP) to provide land to him for setting up a 500 MW thermal power project by KPP. The Corporation acquired and took possession (July 2000) of an area of 164.22 acres of land in Kannur District at a cost of Rs.3.65 crore. As per the terms of the agreement, the private entrepreneur (KPP) had to bear all the liabilities arising out of acquisition proceedings and also to refund to the Corporation the amount along with the interest at the rate of 16.5 per cent per annum.

Land costing Rs.3.65 crore acquired on behalf of a private entrepreneur had not been utilised and interest due there against amounted to Rs.2.83 crore Audit scrutiny revealed that KPP did not comply with the terms of the agreement and the land measuring 164.22 acres was kept in the possession of the Corporation. The Corporation paid Rs.3.65 crore towards the cost of land. Besides there were 62 land acquisition reference cases to be decreed by the Court. The total amount due (including interest of Rs.2.83 crore) worked out to Rs.6.48 crore. The Corporation could not take any legal action for the realization of these dues from KPP in the absence of any clause in the agreement to this effect.

The Management stated (July 2006) that the agreement with KPP was still subsisting and hence Corporation cannot unilaterally withdraw from the agreement and cannot make use of the land for any other purpose as this would jeopardize the smooth process of recovery of dues from KPP and that it was seeking the Government's direction for realization of the amount.

The reply is not tenable since no specific provision was included in the agreement with KPP for utilisation of land for some other purposes by the Corporation in case of any default by KPP. Further the Corporation did not have any viable proposals for the utilisation of this land.

Land acquired at Kunnamthanam

3.4.11 The Corporation got transferred (March 2000) an area of 14.48 hectares (37.5 acres) out of 35.48 hectares of land acquired (February 1999) by the State Government at Kunnamthanam, Pathanamthitta District for setting up an Industrial Growth Centre. The Corporation paid Rs.87.31 lakh to the State Government in February 2004 for taking possession of this land. The area had earlier been abandoned (November 1996) by Kerala State Industrial Development Corporation (KSIDC) on the ground that setting up of an Industrial Centre was technically and commercially not viable. Petitions filed by the land owners in the Hon'ble High Court against acquisition proceedings were also pending at the time of transfer. In spite of this, the Corporation got possession (February 2001) of the land and also obtained approval (December 2001) from the Government of India for setting up of an IID Centre at a cost of Rs.5.05 crore. The development works could not be carried out since the land owners obtained stay order from the Hon'ble High Court. The Government of India cancelled (December 2005) the approval for IID Centre at Kunnamthanam.

Decision to set up the IID centre which was not technically and commercially suitable resulted in blocking up of Rs.87.31 lakh Since the land had been abandoned by KSIDC, the Corporation was aware of the unsuitability of the location for HD centre even prior to taking over the land. The decision of the Corporation to set up HD centre in a location which was not technically and commercially suitable resulted in non-establishment of an industrial park and blocking up funds to the extent of Rs.87.31 lakh spent for land acquisition.

The Management stated (April 2006) that the Hon'ble Supreme Court had finally decided (December 2005) the cases against acquisition, in favour of the Corporation and the development work of the park had begun (April 2006). Since GOI assistance was available only for one year as per the scheme, the Corporation proposed to meet the expenditure from the State Government's share of assistance.

Payment of enhanced compensation

3.4.12 As per the license agreement/lease deed (Clause 3) the premium payable by an individual entrepreneur would be enhanced proportionately if

additional compensation had to be paid as a result of any court order pursuant to provisions of Land Acquisition Act. The land owners (1029 nos.) of eight centres' had filed (April 2000 to March 2006) cases before the Court's claiming enhanced compensation for a total area of 1971.10 acres of land.

The Corporation failed to demand and recover from entrepreneurs enhanced compensation of Rs.seven crore paid to land owners towards cost of land. The Corporation paid Rs.seven crore in respect of 380 cases settled and 649 cases were still (April 2006) pending in various courts. In Spite of specific terms and conditions to this effect in the license agreements and lease deeds, the Corporation had not demanded the proportionate share of enhanced compensation from the industrial entrepreneurs who were allotted land during the period April 1998 to March 2006.

The Management stated (July 2006) that they propose to recover enhanced compensation by fixing the cut off period as 31 March 2006 and then periodically till complete cases were finally disposed of. It was, however, noticed in audit that the Corporation had not claimed (July 2006) the enhanced compensation even after the proposed cut off date.

Allotment of Land

3.4.13 The Corporation framed (December 1993) rules and regulations as per Sections 49 and 50 of the Kerala Industrial Infrastructure Development Act, 1993 which are pending approval of the State Government (August 2006). Further, as per section 50 of the KIID Act 1993, the Corporation framed (February 1996) Land Disposal Regulations to deal with matters relating to allotment of land and the same were still (August 2006) pending approval from the State Government. The land at the industrial parks of the Corporation is to be allotted on lease for a period of 90 years under these Regulations. The State Government constituted (May 1999) the Pricing Committee and Land Allotment Committee for dealing with fixation of lease premium and allotment of land for each area. During April 1998 to March 2006, the Corporation allotted an area of 408.76 acres of land in 238 cases. Licence agreements were executed in 191 cases for an area of 170,59 acres in 10

KIAP/RDC, Trivendrum; KEPIP, Emaluitam; IIDC, Thalassery; IIDC, Kesargod; IFF, Palakkad; IIDC, Adoor; Kannur Power Project, Kannur and Rubber Park, Irapuram.

^{1425/2019.}

industrial parks and 52⁻⁻⁻ entrepreneurs had executed lease deed for a total area of 165.02 acres in nine industrial parks.

The deficiencies noticed in the allotment of land and execution of lease agreements/ deeds are discussed below:

Delay in execution of licence agreements/lease deeds

3.4.14 Land Disposal Regulations provide for allotment of land to the entrepreneurs within 30 days of application followed by execution of a licence agreement within 15 days thereafter on payment of a minimum of 50 per cent of lease premium amount. The entrepreneurs have to execute a lease deed within two years from the date of licence agreement upon payment of full lease premium and commencement of commercial production.

Audit scrutiny disclosed the following:

- Of the 238 cases where allotment letters were issued during April 1998 to March 2006, licence agreements were executed within the prescribed period of 15 days in 28 cases only. The delay in executing licence agreements in the other cases ranged between two and 1348 days involving amounts ranging between Rs.0.22 lakb and Rs.82.84 lakb.
- Of the 191 cases in which licence agreements had been executed, the lease deeds were executed in 45 cases only. A test check of 35 cases out of these 45 cases revealed that in 21 cases lease deeds were executed within the prescribed period of two years, while in the remaining 14 cases, the delay ranged from one month to 35 months.
- In respect of 55 cases involving an area of 59.53 acres of land as on 31 March 2006, the mandatory period of two years from the date of licence agreement had already expired but no lease deed had been executed so far, even after delays ranging between one month to 84 months after expiry of the two year period. An amount of Rs.1.64 crore (lease premium Rs.1.46 crore and interest Rs.18 lakh) was outstanding from the parties. No action was taken by the Corporation to revoke the agreement and to restore the land after forfeiting the EMD as per Clauses 5 and 7 of the licence agreement.

Includes seven cases where direct lease deed (without licence agreement) has been executed for an area of 118.98 acres.

Deviations from the provisions of Land Disposal Regulations

3.4.15 The Corporation deviated from the provisions of Land Disposal Regulations in adhering to the period prescribed for allotment of land, execution of licence agreement/ lease deed, etc. The deviations resulted in undue favour to the entrepreneurs and cases of loss by way of interest on lease premium as suffered by the Corporation are discussed in succeeding paragraphs:

Allotment to Kairali Group

3.4.16 The Corporation acquired (1999-2002) 340 acres of land near Walayar in Palakkad district (cost Rs.7.61 crore) for setting up an industrial township as per orders (October 1998) of the State Government. Out of this an area of 79.40 acres of land was allotted (November 2002 and February 2003) to Kairali Herbal Cures (P) Limited (KHC) on lease for a period of 90 years to set up a full fledged herbai cure centre, at a total lease premium of Rs.2.41 crore. The lease deed was executed in May 2005.

Deviating from the Land Disposal Regulations, the Corporation allowed instalment facility over a period of two years for payment of premium without entering into licence agreement resulting in loss of interest amounting to Rs.39.09 lakh and extension of undue favour to the party.

Delay in collection of lease premium amount in time entailed interest loss Further land measuring 98.80 acres was allotted (June 2005) to another firm [Kairali Heritage Centre (P) Limited] of the same group. This firm paid (August 2005) only the EMD (Rs.25.61 lakh) and the lease premium of Rs.2.31 crore has not been paid so far (June 2006). The delay in receipt of lease premium entailed loss of interest of Rs.17.22 lakh for the period August 2005 to March 2006 since licence agreement was not executed.

The Management stated (July 2006) that the execution of agreement might be dispensed with if the Corporation decided to grant a direct lease. The reply is not tenable since the Corporation collected the lease premium over a period of two years in instalments without reckoning the appreciation accrued in the value of land.

Loss due to non-execution of licence agreement

3.4.17 KINFRA Small Industries Park (KSIP), Thalassery allotted (March 2001) five acres of developed land at a lease premium of Rs.13.25 lakh per acre to Rubco Sales International (RUBCO) for setting up a canvass shoe manufacturing unit. RUBCO remitted (December 2001) Rs.44.75 lakh. Instead of adjusting the amount against 50 per cent lease premium payable for five acres of land allotted, Rs.39.75 lakh was adjusted against full lease premium for three acres of land, EMD for balance two acres of land (Rs.2.65 lakh) and EMD for 1.61 acres of land in respect of their sister concern Rubco Huat Woods (Rs.2.35 lakh). The lease deed was executed (December 2001) for three acres of land only.

Delay in intimating allotment and adjustment of full lease premium against lease value of a portion of the land allotted resulted to interest loss of Rs.61.29 lakh. Audit scrutiny revealed that as against the prescribed time limit of 45 days there was delay of 18 months from May 2000 to December 2001 in intimating the allotment of land to RUBCO and for execution of licence agreement. Since the Corporation could charge interest only after execution of licence agreement the delay entailed loss of Rs.22 lakh by way of interest for the period from June 2000 to December 2001.

In respect of the balance two acres of land allotted to RUBCO and 1.605 acres to Rubco Huat Woods, the interest loss on the balance aggregate lease amount of Rs.47.63 lakb, arising from non-execution of lease agreement, worked out to Rs.39.29 lakb for the period up to March 2006.

Undue favour to an entrepreseur

3.4.18 KINFRA Export Promotion Industrial Park (KEPIP) allotted (July to December 2000) 8.513 acres of land to Kerafibretex International Private Limited (KF) for setting up a PVC Coir manufacturing unit. KF executed (January 2001 to April 2002) the licence agreement and lease deed (May 2005) after paying (March 2004) the full lease premium. Due to delay in execution of licence agreement beyond the prescribed period of 15 days from the date of allotment, the Corporation lost Rs 4.28 lakh as interest on the balance premium from the date of down payment (July 2000/January and February 2002) of 50 per cent lease premium to the date (January 2001/April 2002) of licence agreement. Further, the Corporation had to waive aggregate interest amount of Rs.11.33 lakh payable by KF during the period from January 2001 to March 2004 on account of failure to provide power supply in time (Rs.2.21 lakh) and undue concession by way of non-levy of interest (Rs.9.121akh) on full lease premium deviating from the normal practice.

The Management stated (July 2006) that KF could be provided power only in April 2001 due to delay in commissioning of sub-station and KP being a major exporter, the Corporation could persuade prospective investor to come to KEPIP. The reply is not tenable since the loss due to waiver of interest totalling Rs. 15.62 lakh was incurred in violation of the terms and conditions of Land Disposal Regulations.

Allotment of standard design factories

3.4.19 Since there were no allottees for the land developed by the Corporation at the KINFRA International Apparel Park (KIAP) the Corporation constructed (December 1999) three Standard Design Factories (SDF) each with a plinth area of 17500 sq. feet at a total cost of Rs.4.09 crore. The entire facility was let out (May 2002) to Leela International Limited, Mumbai (LIL).

Based on negotiation conducted with LIL, the then Managing Director recommended (February 2002) to Government a lease rent of Rs.1.81 per sq.ft. per month for the first two years with 12 per cent increase every two years thereafter till tenth year. The basis of fixation of this rate was, however, not available. These rates were approved (April 2002) by the Government.

Undue concession granted to a private group resulted in loss of revenue of Rs.90.86 lakh. Audit scrutiny revealed that the Pricing Committee being the designated authority bad fixed (March 2002) the rent at Rs.2.95 per sq. feet per month during the first two years with 12 per cent increase every two years and Rs.4.79 per square feet per month in the ninth and tenth year and thereafter Rs.17.42 per square feet per month till the 30th year so as to recover the actual capital cost of Rs.4.09 crore in 30 years. The Corporation, however, did not enhance the rent to Rs.2.95 per sq.ft. but continued to charge at the rate of Rs.1.81 per sq.ft. The undue The Management stated (July 2006) that there were no takers for SDFs in the Apparel Park. As a result of a one to one meeting and regular interaction Leela Group was persuaded and got the rate revised by the Government. The reply is not tenable since the Corporation had not made any study regarding viability for establishment of an Apparel Park in this area and construction of SDF was undertaken outside the scope of function of creation of infrastructure when it was not viable.

Delay in providing infrastructure facilities

Construction of 33/11 KV Substation

KINFRA incurred avoidable expenditure of Rs.62.80 lakh on construction of substation due to improper estimation of power requirement. 3.4.20 KINFRA Techno Industrial Park (KTJP) at Kakkanchery, Malappuram (unit of the Corporation) estimated (November 1995) its power requirement as 4 MVA at 11 KV and applied to Kerala State Electricity Board for providing supply through two 11 KV feeders. The estimates for power requirements were changed too frequently and the Corporation finally availed (August 2003) 3 MVA power through 'Looping in and Looping out' arrangement from 33 KV line after constructing (February 2003) a substation in the park at a cost of Rs.62.80 lakh.

Audit scrutiny revealed the following:

- The guidelines issued for setting up IIDC with access to adequate source of power was not complied with in this case resulting in delayed implementation of the project for more than seven years.
- In Corporation's other parks, except KEPIP, Kochi (an electricity licensee) the required power at 2MVA to 5 MVA was obtained at 11 KV. The decision to change power requirement from 11 KV to 33 KV was without any valid ground. In the absence of proper study on the rating of power requirement, KINFRA incurred extra expenditure of Rs.62.80 lakh on the construction of the 33/11 KV substation.

The Management stated (July 2006) that they obtained power at 33 KV because of the urgency to provide the same to entrepreneurs who had already been allotted land and obtaining power at 11 KV would have taken around three and a half years. The reply is not tenable in view of the fact that the power requirement at the required rating could have been obtained at 11 KV directly from the Chelari substation, two kilometers away, commissioned in October 2002 well before the completion of the substation of KINFRA and energisation of the park in August 2003. The present requirement of the park is 0.75 MVA only. The expenditure of Rs.62.80 lakh uccessitated due to improper estimation of power requirement was avoidable.

Failure to first identify adequate water availability for an Industrial Park.

3.4.21 The Corporation decided (March 1995) to locate the Kinfra Techno Industrial Park (KTIP) in 70 acres of land in Malappuram district. The park comprised of a food zone in 60 acres of land and water availability was one of the primary requirements for functioning of the zone. The project report for the park identified the water requirement of the park at five million litres per day (MLD) which was to be met from the ground water source available by incurring expenditure of Rs.two crore.

During implementation of the project the actual ground water availability was found to be only 0.5 MLD and an alternate location at Kadalundi river basin was identified (1997) at a distance of 13 km from the Park. This scheme also fell through due to social and political problems. The source of water was finally identified (November 2003) at Chaliyar river 17.50 km away. The contract for new external water supply scheme had been awarded (July 2005) at Rs.7.62 crore and the work was in progress (June 2006). The total expenditure incurred on water supply arrangements as on 31 March 2006 amounted to Rs.6.09 crore.

In connection with the provision of water supply for the park, the Corporation had entrusted (October 2002) the construction, commissioning and maintenance of a water treatment plant (WTP) to Shriram Engineering and Construction Company Limited, Chennai (SEC). This plant completed (September 2004) at a total cost of Rs.1.25 crore was lying idle. The failure of the Corporation in identifying adequate sources resulted in undue delay in providing basic

infrastructure facility for water supply. Due to this entrepreneurs had to resort to alternate sources of water for their requirements.

Water Supply Scheme for Mazhuvannur

3.4.22 The Pre-feasibility/Project Report of KINFRA Small Industries Park (KSIP), Mazhuvannur provided that the water requirements would be met from ground water sources. Eventhough, the Corporation constructed (May 2002) two bore wells and four open wells at a total cost of Rs.33.27 lakh, sufficient water was not available. Consequently for availing separate water connection the Corporation paid (July 2005) Rs.49 lakh to Kerala Water Authority and the work was in progress (April 2006). The construction of an external water supply scheme for KSIP at an estimated cost of Rs.1 crore was also being considered (July 2006).

Thus, failure of the Corporation to identify proper water supply sources resulted in not providing infrastructure facility of water to the entrepreneurs in the park.

The Management stated (July 2006) that it was not possible to estimate the water requirement in any park in initial stages since the details of the units being established are not known. The reply is not tenable since the feasibility study shows that the entire requirement of water was available from ground water sources. Lack of planning and strategy in conceiving and implementing the projects by the management resulted in excessive project cost which was subsidised by the Government.

Avoidable/extra expenditure providing infrstructure facilities

3.4.23 The Corporation incurred avoidable/extra expenditure in providing infrastructure facilities as discussed in following paragraphs:

Delay in getting KSEB Licensee status

3.4.24 On the basis of the decision taken (July 1998) at the instance of the Chairman, KSEB, the Corporation submitted (January 2000) an application for licensee status for power distribution at KINFRA Export Promotion Industrial Park (KEPIP). A 110 KV sub-station was constructed (August 2000) and 110KV double circuit lines were drawn at a total cost of Rs.seven crore. Even though a draft

licence agreement was prepared and forwarded (April 2000) to the State Government by the Chief Electrical Inspectorate, no formal orders were issued. In the meantime, Kerala State Electricity Board took over (February 2001) the power distribution system and operation of the substation. The Board, however, insisted on payment of operation and maintenance expenditure by KEPIP even though as per provisions [Clause 19 (e)] of regulations relating to the Conditions of Supply of Electrical Energy issued by KSEB under Section 79 (j) of the Electricity (Supply) Act 1948, such charges were to be borne by the Board from the date of take over of distribution system.

Subsequently, the Government declared (May 2003) KEPIP as an Electricity Licensee. KSEB allowed (July 2003) licensee status and handed over (January 2004) the power distribution system to the Corporation. The operation and maintenance charges of Rs.28.48 lakh were paid to KSEB up to January 2004.

The delay of four years (January 2000 to January 2004) in getting licensee status and the unnecessary payment of Rs.28.48 lakh indicated lack of coordination among the Corporation, KSEB and the State Government in the project implementation process despite the fact that the Principal Secretary to State Government was the Chairman of the Corporation and Chairman, KSEB a member in the Board of Directors of the Corporation.

The Management stated (July 2006) that Kerala State Electricity Board refused (February 2001) to grant licensee status and further there was undue delay on the part of the Government in issuing orders. The reply is not tenable since the Corporation was aware of the fact that Kerala State Electricity Board was not the authority to grant licensee status and the Board of Kinfra consisted of Chairman, Kerala State Electricity Board and Chief Secretary to the Government as directors.

Loss of energy

There was abnormal distribution losses valued at Rs.35.70 lakh. 3.4.25 During 24 months from January 2004 to December 2005, KEPIP, as electricity licensee, purchased 412.15 lakh units of power from KSEB and sold 397.29 lakh units to industrial consumers. Own consumption of the Corporation was 1.13 lakh units. The difference of 23.73 lakh units

between quantity purchased and quantity sold/consumed represented energy loss, which varied between 0.51 per cent and 7.27 per cent per month. At the purchase rate of Rs.260 per unit the loss worked out to Rs.35.70 lakh.

The Management (July 2006) attributed it as a 'technical loss' in the nature of Transmission and Distribution Loss. However, KEPIP had not analysed the reasons for the abnormal variance in loss from 0.51 to 7.27 per cent per month reckoning the fact that energy was being distributed to units within the park itself.

Development at Industrial Infrastructure Development Centres (IIDCs)

3.4.26 The Government of India launched an Integrated Infrastructure Development Scheme in March 1994 for small scale industries in rural and backward areas with the following objectives:

- Promotion of cluster of small scale and tiny units with a view to create employment opportunities and develop exports.
- Promotion of stronger linkages between agriculture and industry.
- Providing common service facilities and technological backup services in the selected centres.
- Creation of infrastructural facilities like power, water, communication, etc., in the industrial areas.

The scheme was included in the eighth five year plan proposals. The salient features of the scheme were as under:

- The Government of India and Small Industries Development Bank of India (SIDBI) would contribute to each centre an amount not exceeding Rs.five crore in the ratio 2:3 and cost in excess of Rs.five crore per centre would be met by the State Government.
- The State Government would provide necessary land for the centres the cost of which was to be recovered from the project authorities.
- SIDBI would advance funds to the extent of Rs five crore to the implementing agencies in instalments and claim simultaneously 40 per

cent thereof subject to ceiling of Rs.two croce from Development Commissioner (SSI) as grant.

 The State Government was to be entrusted with the task of implementing the proposed scheme through a public sector corporation having sound financial position.

The Corporation, the nodal agency for the implementation of the scheme in Kerala during 1994 to 2006 undertook the development of HDCs at eight locations⁴ at a projected cost of Rs.40.61 crore excluding cost of land of Rs.13.58 crore. The establishment of HDCs were on the basis of availability of land in each district and there were no plan/proposals for setting up the centres in the districts. The establishment of these HDCs were on the basis of sanction from the Development Commissioner (SSI) for which a grant of Rs.two crore each was sanctioned. The State Government contributed matching contribution and met the shortfall if any in the project cost. The development works were taken up and allounent of plots commenced in seven centres. The following deficiencies in the implementation of the scheme were noticed in audit:

- the completion of development works in the centers were delayed for periods ranging from 16 to 60 months beyond the period of 18 months envisaged in the scheme.
- the delay in completion of electrical and water supply works with reference to land development and building works ranged from 11 to 21 months and from eight to 26 months respectively which showed nonsynchronization of works.
- due to low occupancy, a high capacity (650 KVA) diesel generator set installed (April 2004) at IIDC Malappuram centre was not found economical during power failure and remained idle.
- as against 2469 small or tiny industrial units envisaged under the project reports, the number of units with whom licence agreement for allotment of plots entered into up to March 2006 was only 160 (6.5 per cent).

^{*} Menamkulam (Trivandrum), Koratty, Waynad, Kakkanchery (Malappuram), Adoor, Thalassery, Kasargod and Mazhuvannur.

- out of 295.14 acre of land acquired, the corporation could lease out only 111.57 acre (37.8 per cent), including 18.43 acre sold as undeveloped land (HDC Thalassery).
- contrary to the spirit of the scheme large area upto 23.43 acre was allotted to single entrepreneur (IIDC Thalassery).
- out of the total 153 allotments, 66 allotments only were for an area up to.
 25 cents. Further allotment to 20 units was not in conformity with the directives of HDC scheme, since their investment was more than Rs.l crore.
- as against the estimated direct employment for 13500 persons the employment generated (March 2006) was only for 2596 persons (19 per cent).

Audit scrutiny further revealed that the Corporation had not undertaken the following activities envisaged in the scheme:

- Providing technological back up service to the entrepreneurs and industrial units.
- Designing of entrepreneurship development/skill upgradation programme to synchronise with the project work to obviate idle capacity/low occupancy.
- Concurrent and post facto evaluation studies about the industrial units established.
- Periodical assessment about the financial and operational details of the units for evaluation and report to top management/Government.
- Scheme of reservation or training for SC/ ST and women entrepreneurs.

Thus, the very objective of the scheme primarily meant for creation of small scale industries in rural/backward areas with a view to provide employment opportunities, was defeated.

The Management stated (July 2006) that there were no demand for smaller plots of 10 cents area and delays occurred due to unforeseen circumstances.

Employment potential depended on size of the industries, investment and technologies adopted,

The reply is not tenable since the expenditure on setting up of IIDCs could not contribute to employment potential which was the main objective of the scheme.

Marketing

3.4.27 The creation of Infrastructure by the Corporation for development of industries would attain the desired objective only if industrial plots, where facilities were created, were allotted or sold to entrepreneurs. The Corporation, however, has not so far (August 2006) evolved a policy for the marketing of land in various parks where facilities had been created.

The following points were noticed in audit :

- the pre-feasibility and feasibility reports on the setting up of industrial parks were being prepared by the Corporation and these reports seldom contained any viable proposals about the marketing policy to be pursued.
- the top management responsible for a policy decision in this regard had not considered this subject in any of the meetings of the Board of Directors, even though the difficulties faced in leasing of the land due to comparatively higher prices, labour problems, delayed infrastructure development, etc., were reported.
- in the absence of proper marketing strategy even the "special offer scheme" introduced in one park after creation of infrastructure facilities ended up in payment of Rs.29.49 lakh by way of rebate to 12 initial investors without attracting new entrepreneurs.
- no independent study was being undertaken as to the viability in developing an industrial park in a specified area.
- an expenditure of Rs.2.50 crore was incurred on advertisement, publicity and promotional expenses during the five years ended 31 March 2006. This represented advertisement charges on the Corporation's activities in special edition of various magazines, souveniers, diaries, etc., contribution

for various seminars, workshop, etc., which included advertisement, entertainment and other sales promotion expenses. In the absence of any marketing strategy the expenditure did not serve the purpose.

 the Corporation does not have an independent marketing cell for monitoring the land disposal activities.

Monitoring and Evaluation

3.4.28 In order to ensure that the infrastructure created by the Corporation had been productively utilised and the units which were allotted land in various parks were established and functioning well, the Land Disposal Regulations of the Corporation and the licence agreement executed by the entrepreneurs prescribed (Clause 1) various post-allotment responsibilities such as;

- land would be handed over to the aliottees on execution of the licence agreement.
- the entrepreneur should, within three months from the date of agreement, submit detailed plans and drawings for the construction of buildings.
- within eight months from the date of agreement, commence construction of the buildings; and
- within 20 months of the date of agreement, complete installation of Plant and Machinery and within 24 months from the date of agreement commence commercial production. On completion of construction, licensor shall execute lease deed for a period of 90 years.

It was noticed in audit that there was no system in the Corporation to monitor the above activities with reference to the schedule fixed and to report the lapses thereon to the top management with a view to take either corrective measures or invoke penal provisions.

3.4.29 Further, the activities relating to the development of infrastructure facilities like water, power, roads communications, etc., were to be completed within a period of 18 months from the date of acquisition/purchase of land as prescribed under IIDC scheme. It was, however, noticed in audit that there was no system to ensure that the works in connection with the infrastructure development.

were completed within the prescribed limit and no progress reports in this regard were prepared and considered in the meetings of Project Implementation Committee/Board of Directors.

3.4.30 The HDC scheme announced (March 1994) by Government of India, envisaged various activities the Corporation was required to undertake to have an evaluation about the overall performance of the industrial units set up. It was, however, noticed that the Corporation had not undertaken any of these activities to ensure that the funds by way of grants/loans from Government were properly utilised for achieving the declared policies.

Promotion of Joint Venture Companies

3.4.31 As part of development of infrastructure facilities, the Corporation has from time to time formed Joint Ventures (JVs) with parties with capacity to bring in capital and administer projects. The Corporation has so far (June 2006) formed five Joint Venture Companies (JVC). The details thereof are as under:

Sì. No.	Name of Join: Venture Company	Nature of activity	Date of incorpera tion	Total share capital of Joint Venture Company (Rs. In crore)	Investments by the Corporation		Dividend received	
					Amount (Rs. In crore)	Percen tage	Amount (Rs. In lakh)	Year
1	2	3	4	. 5	6	7	8	9
1	Western India Kinfra Limited (WI- KINFRA)	Infrastru cture develop ment	October 1994	5.5\$	2.77	50		
2	Marine Products Infra- structure Develop- ment Corporation (P) Limited (MIDCON)	Marine products infrastru cture develop ment	March 1999	5.00	2.50	50		

1	2	3	4	5	6	7	8	9
3	ICICI- KINFRA (I- KIN)	Project consulta ncy	February 1996	1.55	0.37	24	0.75	July 2001
4	Rubber Park Limited	Rabber based industries	December 1997	20.00	10.00	50		
5	Care- KERALAM Limited	Ayurvedic research	October 2004	3.00	2.00	67		
	Tetal			35.10	17.64		0.75	

Investment of Rs.17.64 crore in five Joint Venture companies over a period of 12 years yielded a return of Rs.0.75 lakh only. Even though the Corporation's investment in the JV companies was substantial, necessary provisions were not included in the Joint Venture agreements to ensure effective control over their affairs. The total investment valued Rs.17.64 crore in five Joint Venture companies as on 31 March 2005 did not yield any return (other than Rs.0.75 lakh received as dividend from one company (Sl.No.3 above) in 2000-01).

In respect of investment made in Joint Venture companies, the following points were noticed during audit:

Western India-KINFRA Limited (\$1.No.l of above table) was formed for establishing and developing a modern Integrated Industrial Township at Kanjikode in Palakkad district. The Corporation acquired 750 acres of land for this project, out of which 200 acres were transferred (December 1999) to the JVC. The interest on the cost of land (Rs.75 lakh) from the date of acquisition to the date of transfer, and enhanced compensation paid to the ex~owners till April 2004 (Rs.43.62 lakh), totalling Rs.1.19 crore were not reckoned/included in the value of 200 acres of land transferred. The balance area of 550 acres of land (cost Rs.six crore) acquired for this JVC was lying without use for the past 10 years resulting in blocking of investment. The Corporation could not utilise this land for any other purpose since it was acquired exclusively for the JVC. It was further noticed that the Western India KINFRA Limited had a huge amount of Rs.3.36 crore in fixed deposits as on 31 March 2005 indicating that funds were kept at the disposal of the co-promoter who was empowered to use the funds under the agreement, while the Corporation did not have any control over the affairs of the JVC.

- MIDCON (SI.No.2 of above table) the JVC of the Corporation and MPEDA formed (July 2001) another JVC Seafood Park India Limited (SPIL) with 10 seafood exporters. MIDCON disbursed (September 2001 to October 2004) loans to the extent of Rs.4.62 crore to SPIL at seven per cent per annum with quarterly rest. There was no repayment against the loan and the same had been treated as a nonperforming asset by MIDCON. SPIL had not yet (July 2006) formally commenced commercial operations. Thus, the JVC created by the Corporation with an investment of Rs.2.50 crore acted as a conduit in siphoning off the investment to 10 private entrepreneurs.
- The Corporation disbursed Rs.31.20 lakh to I-KIN (Sl.No.3 of the table) out of Rs.one crore received from the State Government as revolving fund for conducting techno-economic and feasibility studies on potential projects. Though the JVC collected the success fee from the bidders, the amount was not reimbursed to the Corporation.

Internal audit and Internal Control

Internal audit

3.4.32 The Corporation does not have its own Internal Audit wing. Internal audit was being got done by external Auditors. No Internal Audit Manual exists prescribing the areas to be covered aspects to be examined during internal audit. The internal Audit reports were also not being placed before the Board of Directors and there was no system of reporting the deficiencies contained in the Internal audit report to the top management. Irregularities of persistent nature like non-maintenance of land register with details of addition and disposals from time to time and the details of interest remitted to the court due to delay in remittance of additional/enhanced compensation in Land Acquisition Reference cases, were not reported regularly by the Internal auditors to the management.

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Internal Control

3.4.33 The following deficiencies were noticed in Internal Control System.

- Internal Control procedures were not formulated by the Corporation. The rules and regulations for giving effect to the provisions of the KIID Act had not been framed so far (April 2006).
- The Board of Directors met only 11 times during the five years ended 31 March 2006. Formation of committees to decide policy matters and project implementation aspects was pending approval (April 2005) of the State Government.
- Fixed Asset registers indicating the location, value, number of items, date of purchase, depreciation charged from time to time, etc., were not maintained properly. No physical verification of assets had been undertaken.

These matters were reported to Government in July 2006; their reply is awaited (August 2006).

Acknowledgement

Audit acknowledges the co-operation and assistance extended by the staff and the Management of the Corporation at various stages of conducting the performance audit.

Conclusion

Kerala Industrial Infrastructure Development Corporation, formed with the objective of creating infrastructure facilities for development of industries in the State, did not have any policy for selection of land for purchase/acquisition with reference to nature of industries. The Corporation had taken up the establishment of industrial parks for various sectors and groups. Since a major portion of the land where infrastructure facilities were created remained unalloted the Corporation could not fully achieve its envisaged objective. The Rules and Regulations framed by the Corporation under KHDC Act were not approved by the Government even after twelve years. The Corporation acquired land without any definite plan for development of specific categories of industry in specified areas. There was undue

delay in intimating , allotment of land to entrepreneurs, execution of licence agreements and lease deeds. There was no marketing strategy for leasing of developed land. The creation of infrastructure was carried out without proper planning and scheduling and units in various Parks of the Corporation could not be provided adequate power, water facilities etc., in time which contributed to excessive costs. No system was in existence for monitoring and evaluation of the performance of units in various parks with a view to assess the extent to which huge funds spent for creation of Industrial infrastructure contributed to development and creation of employment opportunities. The Internal Audit, entrusted to outside agencies did not have adequate coverage and there was no effective internal control system in the organisation.

[The Audit Paragraph 3.4.7-3.4.33 contained in the report of the Comptroller and Auditor General of India for the year ended 31" March 2006]

The note furnished by the Government on the Audit Paragraph is given in Appendix II.

Discussion and Findings of the Committee

The Committee enquired about the present position of infrastructure development of Central Public Sector Undertakings like Hindustan Aeronautics Ltd. (HAL), Bharat Earth Movers Limited (BEML) and Bharat Electronics Limited (BEL). The witness replied that BEML have putforth a contenting operation in Kanchikode, Palakkad District but HAL and BEL are in a stand still at present and that they had failed to utilize the land provided to them. To a query of the Committee regarding utilization of allotted land, the witness stated that out of the 200 acres of land handed over to HAL in 2005, about 20 acres were utilized for infrastructure development. He added that developmental activities were not progressing speedily as envisaged, due to agitations which arose in connection with land acquisition.

The Committee was astounded to note that there was hardly any developmental activities in the 200 acres of land for 11 years and that the company had not framed any projects during the period to utilize the whole land.

The Committee further enquired about the project report of HAL and also about the transmission of electricity in various parks.

The witness explained that a joint venture had existed previously between NTPC and KINESCO Power and Utilities Private Limited, and that NTPC has withdrawn from the joint venture and KINESCO alone has been functioning accurately in transmitting electricity in KINFRA parks and that the organization performs investment, operation and maintenance works effectively. The witness further stated that KINESCO purchases electricity from KSEB for transmission in the industrial park.

The Committee further enquired about the details of the project report for developing solar park under the Ministry of New and Renewable Energy and also about the model wind energy farm, proposed to be set up at Palakkad as part of the wind energy project. The Witness submitted that KINOX Private Limited is producing 18 MW electricity from wind and is distributing to KSEB. MNRE however is not producing electricity directly and instead is giving only subsidy to the producers. The Committee was not satisfied with the reply and commented that these details were not specified in the reply furnished by Government to the audit paragraphs. The Committee was inked to note that the reply of the witness and the reply furnished previously to the Committee was contradictory and severely criticized the department for furnishing vague reply to the Committee.

The Committee enquired about the BOT based scheme and the witness answered that 33 acres of land was allotted in Kalamassery for gold souk on the basis of BOT. The Committee alluded to the contradictions between the Government policy at that time and the functioning of the company that was highlighted in the audit observations.

The Committee noticed that the department was not accepting the audit remarks in the reply to the audit para that KINFRA does not have a definite policy for purchase or acquisition of land. The Committee enquired about the cost of land acquired during January 1995 to December 2005.

The Witness then admitted almost all the audit observations regarding the para and stated that land acquisition was very difficult and time consuming due to the agitations of the people in the locality. The Committee sought reason behind the statement in the reply furnished that the land acquired by KINFRA will be allotted to Central Government companies for installing pipe line. The witness elucidated that it was for an upcoming project and for the speedy implementation of the project, land acquisition process had to be completed within the time limit.

The Committee observed that IT park was not established in a suitable area like Kochi where infrastructure and raw materials can be acquired easily.

The Committee enquired about the present position of Integrated industrial township. The witness explained that out of the 300 acres of land allotted to KINFRA, 60 acres were handed over to Medical College, Ernakulam and even though FEDO had prepared master plan for implementing projects in the remaining 240 acres of land it had not materialized.

To a query of the Committee about the allotment of land to the various projects with private sector participation and their present status, the witness explained that 40 acres of land was allotted to Zoom Developers Private Limited for establishing Industrial Exhibition and Trade Centre. As a result of non implementation of the project, KINFRA was not able to reclaim the land due to the litigation in the Hon'ble High Court.

M/s TCG Infrastructure Holdings Private Limited, Kolkatta had withdrawn from the project of setting up Bio Technology Zone in 50 acres of land allotted and 33 acres of land allotted to M/s Acrens Gold Souk, Gurgoan for setting up Gem and Jewellery Zone was also in a stand still.

It was also added that 30 acres of land was allotted to M/s SEO Technologies and they completed one building and sanction was accorded for a second one. Regarding M/s Sutherland Global Services, 25 acres of land was allotted for setting up IT Zone Project and assurance given that this project will provide 7000 job opportunities. According to the master plan 12 acres of land was set apart for educational zone and allotted 10 acres to National University of Advanced Legal Studies (NUALS) and one acre for M/s AOTS for starting Indo Japanese Training and Cultural Centre. The Committee specified that there was purposeful delay in issuing notices and along with there were the procedural lapses to reclaim the allotted land, thereby giving enough time to the private firms for litigation.

With regard to the audit observation about the acquisition of land for a private entrepreneur the Committee enquired whether the dues of \leq 6.48 crore had been realised from Kannur Power Projects (KPP). The witness replied in the affirmative and stated that the land was reclaimed and handed over to G4S, Malaysia for an amount which includes the land acquisition cost and the interest accrued.

The Committee demanded an explanation for acquiring the land at Kunnamthanam which was abandoned by KSIDC, spending ₹ 87.31 Lakh. The witness replied that Government sanction was accorded to acquire the land. The Committee voiced that it suspected vested interests behind the transaction and remarked that acquiring a worthless land rejected by KSIDC by spending public money amounted to actual treason. The Committee enquired about the Managing Director at the time of transaction and wanted to take action against him. The witness submitted that since the land acquisition was effected with the approval of the Government, disciplinary action cannot be initiated against the Managing Director.

The witness also explained that the land acquisition cost was realized by allotting land to the 41 units which are currently functioning there and clarified further that the land was initially acquired for the project 'Major Industrial Growth Centre' by District Industries Centre (DIC) but when KSIDC did not acquire the land KINFRA had taken took over the land later.

The main intention behind acquiring this land was to enhance industrial development in the under developed areas by providing the infrastructure facilities.

The Committee enquired about the proportionate share of enhanced compensation paid by the entrepreneurs to whom the land was allotted. The witness explained that enhanced compensation is a routine process in land acquisition and that demand notice has been issued in each case pointed out by audit, however no further action has been taken. He further stated that at present negotiated purchase is being enforced, under the supervision of the District Collectors. To a query of the Committee about the cut off date stated in the reply furnished for the realization of dues from the entrepreneur, the witness clarified that only notices had been issued to them but cut off date was not insisted, since the entrepreneurs approached Hon'ble High Court, and obtained stay order and that the case is still pending.

Regarding the audit observation on the undue favour given to Kerafibretex International Private Limited, the witness submitted that initially KINFRA allotted land to the above said Italian company and the whole unit was set up within 12 months against the allotted time of 24 months and the provision to give rebate was there in the lease agreement. He further stated that the unit performed exemplary during the unfavorable condition when the power supply from KINFRA was delayed for one year and that they had requested for payment reduction for that period. He concluded that at present also Kerafibretex can claim to be performing meritoriously.

Regarding the audit para on the alloument of Standard Design Factories at Apparel Park in Menamkulam, the witness replied that there arose about 4000 job opportunities and that all the expended money for the project has been fully recovered.

Regarding the audit objection about the delay in providing infrastructure facilities at KINFRA Techno Industrial Parks (KTIP), Kakkanchery, Malappuram, the witness admitted that there occurred a delay of 7 years for procuring power supply due to the delay in the works of KSEB at that time.

When the Committee equired about the audit objection regarding the failure of KINFRA in identifying adequate water sources for the industrial park in 70 acres of land in Malappuram District, the witness explained that the scarcity of water was an existing problem in that area, and at present all the objections raised by the people of the locality in acquiring the 28 cents of land located 13 kilometers away, for solving the water crisis, was settled. He added that about one million litre drinking water is being made available in that locality daily.

The Committee sought explanation on the audit objection about the failure in implementing the Government of India scheme Integrated Infrastructure Development Scheme' (IISDS) meant for the creation of small scale industries in rural/backward areas. The witness explained that if a Central Government Scheme is allotted it is implemented by linking it with the land already acquired by KINFRA and this is the case with the defense park at Ottappalam, the mega food park at Kanchikode and the mega food park of KSIDC at Cherthala where these projects received 50 crore each.

The witness admitted the faults and stated that in the light of repeated audit objections, a district site selection committee was formed, so that external intervension in land acquisition could be avoided to some extent.

The Committee opined that when the main aim of KINFRA is to acquire land and to provide the basic infrastructure to the entrepreneurs it is however seen going astray from its objectives. The Committee reminded that KINFRA is not entrusted to intervene in the investments and production process; instead acquisition of land for enterprises is its main duty.

The Committee accused KINFRA for acquiring land in large scale without conducting feasibility study for each industry. The Committee concluded that a deep study is essential in order to carry out the functions of KINFRA effectively and for this an expert committee should be appointed.

Regarding the marketing of the industrial plots where facilities were created, the witness elaborated that as per the latest Government Order, land acquisition should be based on the average cost of land, cost of infrastructure facilities like compound wall construction, electrification etc. The Government Order also stipulates that the viability of land for flourishing an industry should be examined before acquiring it and it should be also ensured that the required land could be marketed within 5 years. As a result only about 70% of the acquired land could be made worth while and the rest had to be retained for the construction of road and compound wall. It was added as clarification that the present situation was distressing, in the sense that it hinders and causes undue delay in all these process.

Regarding the audit observations on the five Joint Venture Companies (JVC) formed by KINFRA, the Committee sought explanation on the lack of return from these JVCs except one company. The witness revealed that Marine Products Infrastructure Development Corporation Private Limited (MIDCON) Care Keralam Limited, Western India Kinfra Limited (WIKINFRA) are performing well. But ICICI KINFRA faces the threat of liquidation. To a query of the Committee on non

receipt of dividend from the companies, the witness replied that the dividend is being received from WIKINFRA, however rest of the companies are still in a developing stage.

The Committee enquired about the reason for the delay of 12 years in approving the Rules and Regulations framed by the Corporation under KHDC. The witness cleared that the rules got approval and 10 acres of land has been delegated to the district level.

Observations and Recommendations of the Committee

- The Committee observes that KINFRA fails to achieve the goals of industrial policy of the State and recommends to take effective steps for the development and upgradation of infrastructure of the State by optimum utilization of its resources.
- The Committee observes with concern that the 200 acres of land handed over to HAL in 2005 is remaining futile till date without any developmental activities. The Committee voices strongly that the land allotted to HAL should be taken over from them and utilized it for other projects.
- The Committee notes that KINFRA has no definite policy for purchase/acquisition of land. KINFRA purchase/acquire land merely on the basis of availability. The Committee recommends to make proper planning and formulate definite marketing strategy before acquiring of lands for creation of infrastructure.
- 4. The Committee observes that IT parks were not established in suitable areas like Kochi where infrastructure and raw materials can be acquired easily. The Committee recommends to establish IT Parks in suitable places. The Committee reminds that selecting land and development of parks by creating infrastructure should be based on needs and in consonance with the industrial policy of Government.
- 5. The Committee finds that the corporation does not undertake any feasibility study or adequate planning for the establishment of an Integrated Industrial Township in Kochi. The Committee observes that inadequate delay and

procedural lapses on the part of the officials concerned had led to the situation of the Integrated Industrial Township project becoming a failure. The Committee strongly recommends that inordinate delay and procedural tapses should be avoided by issuing in proper time eviction notices to Companies which remain inert. The Committee recommends to take suitable measures to expedite the eviction of inactive companies so that profitable projects could be initiated in that place, and inform details.

- 6. The Committee wants to be furnished with a detailed report on the land acquisition process at Kunnamthanam which was abandoned by KSIDC spending ₹ 87.31 lakh. The Committee desires to be informed of the present status of the land.
- 7. The Committee notices that the corporation paid ₹ 7 crore as enhanced compensation to the land owners for a total area of 971.10 acres of land acquired by KINFRA, and wants to know whether the amount paid has now been recovered from the entrepreneurs who were allotted land during the period April 1998 to March 2006. The Committee demands to be furnished with a detailed report in this, regard.
- 8. The Committee accuses KINFRA for acquiring land in large scale without conducting feasibility study for each industry. The Committee strongly recommends that the functions of KINFRA should be implemented in a scientific manner and site selection should be carried out in a time bound manner taking into account the quality of land and circumstances for flourishing an industry in the area. The Committee also recommends to frame a separate wing for examining these aspects.
- 9. The Committee recommends that acquisition of new land should be effected only after completing the infrastructure facilities and allotment of already acquired land. The Committee urges to take earnest efforts on the part of KINFRA in this regard by avoiding inordinate delay.
- 10. The Committee find that KINFRA has no effective control over the joint venture companies formed by them to bring in capital and administer projects. The Committee recommends that the funds received for various projects should be productively utilized by KINFRA for the intended

purpose. The Committee insist that necessary provisions for this should be included in the agreement with the joint venture companies for the proper control and proper evaluation of the monitory matters.

11. The Committee recommends to strengthen the internal control and audit system of the corporation for its effective and smooth functioning.

Thiruvananthapuram, 10th October, 2019. C. DIVAKARAN,

Chairman, Committee on Public Undertakings.

APPENDIX I

SUMMARY OF MAIN CONCLUSIONS / RECOMMENDATIONS

Sl. No.	Para No.	Department Concerned	Conclusions/Recommendations
1	2	3	4
1	1	Industries	The Committee observes that KINFRA fails to achieve the goals of industrial policy of the State and recommends to take effective steps for the development and upgradation of infrastructure of the State by optimum utilization of its resources.
2	2	Industries	The Committee observes with concern that the 200 acres of land handed over to HAL in 2005 is remaining futile till date without any developmental activities. The Committee voices strongly that the land allotted to HAL should be taken over from them and utilized it for other projects.
3	3	Industries	The Committee notes that KINFRA has no definite policy for purchase/acquisition of land. KINFRA purchase/acquire land merely on the basis of availability. The Committee recommends to make proper planning and formulate definite marketing strategy before acquiring of lands for creation of infrastructure.
. 4	4	Industries	The Committee observes that IT parks were not established in suitable areas like Kochi where infrastructure and raw materials can be acquired easily. The Committee recommends to establish IT Parks in suitable places. The Committee reminds that selecting land and development of parks by creating infrastructure should be based on needs and in consonance with the industrial policy of Government.

1	2	3	4
5	5	Industries	The Committee finds that the corporation does not undertake any feasibility study or adequate planning for the establishment of an Integrated Industrial Township in Kochi. The Committee observes that inadequate delay and procedural lapses on the part of the officials concerned had led to the situation of the Integrated Industrial Township project becoming a failure. The Committee strongly recommends that inordinate delay and procedural lapses should be avoided by issuing in proper time eviction notices to Companies which remain inert. The Committee recommends to take suitable measures to expedite the eviction of inactive companies so that profitable projects could be initiated in that place, and inform details.
6	6	Industries	The Committee wants to be furnished with a detailed report on the land acquisition process at Kunnamithanam which was abandoned by KSIDC spending $₹$ 87.31 lakh. The Committee desires to be informed of the present status of the land.
7	7	Industries	The Committee notices that the corporation paid $₹$ 7 crore as enhanced compensation to the land owners for a total area of 971.10 acres of land acquired by KINFRA, and wants to know whether the amount paid has now been recovered from the entrepreneurs who were allotted land during the period April 1996 to March 2006. The Committee demands to be furnished with a detailed report in this regard.

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8	8	Industries	The Committee accuses KINFRA for acquiring land in large scale without conducting feasibility study for each industry. The Committee strongly recommends that the functions of KINFRA should be implemented in a scientific manner and site selection should be carried out in a time bound manner taking into account the quality of land and circumstances for flourishing an industry in the area. The Committee also recommends to frame a separate wing for examining these aspects.
9	9	Industries	The Committee recommends that acquisition of new land should be effected only after completing the infrastructure facilities and allotment of already acquired land. The Committee urges to take earnest efforts on the part of KINFRA in this regard by avoiding inordinate delay.
10	10	Industries	The Committee find that KINFRA has no effective control over the joint venture companies formed by them to bring in capital and administer projects. The Committee recommends that the funds received for various projects should be productively utilized by KINFRA for the intended purpose. The Committee insists that necessary provisions for this should be included in the agreement with the joint venture companies for the proper control and proper evaluation of the monitory matters.
11	11	Industries	The Committee recommends to strengthen the internal control and audit system of the corporation for its effective and smooth functioning.

APPENDIX II

NOTES FURNISHED BY GOVERNMENT ON THE AUDIT. PARAGRAPHS

(AUDIT REPORT 2005-2006)

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¹¹⁰ ലുകൾ ത്യാറാക്കും എന്നതാണ	
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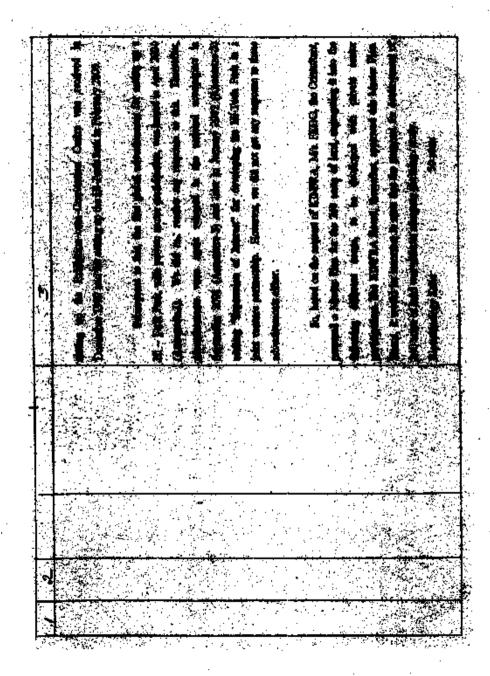
NOTES FURNISHED BY GOVERNMENT ON THE AUDIT PARAGRAPHS

(AUDIT REPORT 2005-2006)

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	14 acrea	Combect 40 matrix	13 Acres	30 action		13.6 nares	12 scns	6/2 Acres	16.2 scree		240 april	Based on this Minter Plan, Buyennim of Interest" was fastind	fer outle of these differents route by interedup of advertisements in the	netional memoryne. After evaluation of the office received from various	bitiders, through a transparent bibling machanism, allotatents have been	unde fur manity all the mouse that computer the 240 arces, the density of		intertetional Individual & Trade Contro (49 acro): This has	their allefted to Mfr. Zoom Developers Private Lindad, Merchad	The Latter David has been assessed and that the state of the
η	Biotechnology Represent Zone:	International Technician and Trade Context at again	Gen & Arrethey Zono	SEZ for Electrotics	IT Zoes	Comparied Zame	Editerational Zone	Rendential Zone	Specified infratectors	•		Band on the Manter Par	fer onch of these different rouge	actional newspapers. Abor evaluati	bildes, devera a tranperent bid	and for next at the rouse fact	which are as follows:	1. International Extension of	then slotted to M/A. Zecan	The Lotte Deal has been
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Ð	They have given that revised Martin Plan and made	researchers before the Report Committee and up under the	Miniaty of Ecohomonal & Forest, OOL for obtablic	andromental thereises for the project. They have also estimited	De desided duringen fin Phane-) of their project to the FF-Test	Park High Window Charactor Board for Analysis the sponted	designees and will start construction work non.		2. Distributions Zone (20. acces): This has been when its do M/s.	TCG hitsetucters Holdings Private Linkted, Kolinia for solid	up a Bionchudegy Puth. The Lame Deed has been structed with	faun in September 2006. They have also admitted that review	Manuer Plan and have made a presentation before the Rayor	Compatibles of the Milliony of Reprintment & Fornets, GOI, for	desiring antitramental character for the project.	3. Gam. & Armaliner Tann (. 21 acres): This has been adopted to	Min. Aurona Gold' South, Gregoria, They have signed the Lows	Tood is Xeening 2000 and have extended the Marker Plan for their	lingin.	
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Ŋ	4. MLZ for Electronics OU secord This has been allosed to hOu.	BFO Technichgies (part of the NeST Group). They have required	the Lane Presiden and Oblight Co-developer spirit for the	project. They have signed the Lease Deed in July 2004. The		A III WARE CALIFICATION AN MOUL IN Date speed with MAL		Government By approval.		6. Eftertien.Zame (12 arm): Bued an Govt directive fait has	been alkotted parity to National University for Advanced Laged	Studies (10 nows) for setting up their eargins and to M/s AOTS	for selling up an indo lightents training and options coulon.	ACTS has already advanted their plans for approval and NUALS	it primeting their revised manine plan.	The second count infrations for these projects is now	the developed by KUNERA and in the new fame whether	whogenetic of these Zoynes would inter place.	
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	3	3 is orithms from the sheve that KINURA's decision to develop	die 16-7 ook heek with perseks souter perfecipation was not winglanna, but	it has taken langer than anticipited. The improved inductive clauste in the	State has more eachied it to achieve its objective.	(8). 1.and sourced at Kinteentheman (8.4.11).	KOURA contrasted a decided study for setting up as holes	Growth Costra in Petitonanthina District radia the Integrated Industria	Development Cardre Scheme (BDC) and red by Government of hefe et a	project cast of Re. 505 hitles. The Conposition Monthed 14.48 heaters	(37.5 actes) of land in Kumperthment in Pathagamhith Dividit. As yet	CIO, Dellay Nes. 3337/2002/KD stated 16.10.03 tasked by Revenues	Dependenced, associate severated to integra the burd on phymost of the	actual cost of Ra. 37.31 140% to KINFRA. After tableg powershe	<u>kithirrik stated</u> dovisiontal works its the land. The development work	oppik met be suudenned die te some lidigation, which was findly sotied in	Apati 2006.	
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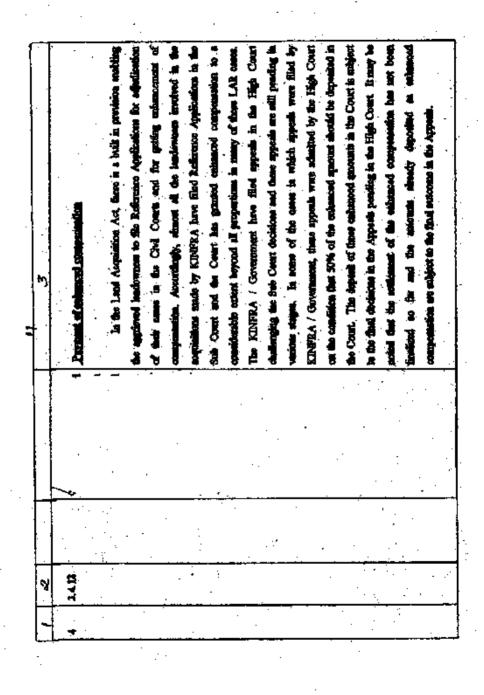
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	A south this of the difter of the subsequences.	The Keenis State Houtisity Board had signed a Power Fundame	Agreement (PPA) with 1664. Kamme Power Project Ltd., which was	Second for satisfy up of a Thermal Rome Phat with a capacity of	MUNCH' of Kamints. As per the request from the Chainsin of the Kamint	Phone Respect Continuent lines sconted transform in 60 (R4 No.	127/94255 dated 19/796 (American - 9 to Eleftish to southe 116 state	of [and identified by the porest comparis, involving agreent channe of the	Load Acquirition Act subject to the power company comitting 50% of the	and when he advesses. However, again 44 the instance of the Christense of	to Kanne Powe Pojet, the coeffice we withdress by the	Bowmmant in April 1997 as per GO (R5) No. 5397/PD dated 24.1997	(Ansanger-B). During November 1997 the Gevenneses with GO (Mil)	164.9730 david 12.11.1997 (America -) taxe ordered that () Min.	Course Proteet Profest accelle descent die solten cast of acceleration haften		A DESCRIPTION OF THE PARTY STREET, AND A DESCRIPTION OF THE PARTY OF T	out the prover would be stopped and (in EDVEA shall proved with	segridities for statement on egreenent with the Kanner Porner Project	
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the state including a condition to the adjoint that all highlight hand and itemat all measure possible for limit assumption walk in advance to (Amounted) have introd another to KINPRA to pay Ra. 3.25 Cross to the District Collector, Kammer trendsh the hard angulation changes from int orden (30 (146) 70/2000/03) dated 1255,2000 in the second of (DVRA's finds after according an approach with the poster company solds them to make promote promptly to the Land Acquisiti : Perror Profest refuerd to make prymoni studing that no capit KENERA on 12.92000 with bills. Kanane Porter Project to the effect the ind reprintion recipied aread range in Boold De at sheet to be passed by the Diants Collector, Ka i of Achievery publics in 1 Prevent (Analyzary) 194 te project mine ACCURATE A DESCRIPTION OF A DESCRIPTION - Suide and the second filmed i home by Kanur Poince Frehalt a voincedage a Visitation Power Project mater presente ļ М 9

	¢	(i) Kamme Parme Parjoct will refined the sources to KDAFRA with fabrasis	3 16.3 % per series on completion of the "terzon" timelities, in	respect of the Power Parchane Agreement of an a date fixed by the	Government, which over is caritor and (ii) KINUPRA will hand over the	the stid possestic of the land to Kanne Poste Project only the	compliance with the above conditions. After passing the strend by the	District Collector, Kammer the land was false possening and handed wire	ta KINFRA on 26.6.2008.		The Company, through in Director Son Probach G. Nambing, Bas	within a little on 20.04,2007 (America 10) animised that within the	to percent placed with the payment and take over the land and requested	KINULA is fight to fiel pyrast represents including at	application expresses, charges and index, both principal and interest there	on, so as to analisi them to send the mess. As per the Supplementary	Agreement encoded by the potter computy, in terms of the Government	Other contribution in GLO (AGB) 700000003 dated 12.5,2000, it has to	printing the second to EDWRA, steep with interest, only an ourphrist of	die excert framilite in consid uf the Peter Perdane Agreement	
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od tinto betticom the permit company and KSBB, of an a data fixed by the state in this paper with the second The Covariant had added for a confirmation from the within 20 days from the receipt of the partice stading th special was conversed with the representative of Kanning Papers t propose to willing the light fire, og the contrast day have agreed to bring the care proc diversional Concentions of 1 bertik netr to excess de pojet, ad it e, to i stoles, G45 Millipais Sda 1364 ked an its to implement Kanaur Power Project. Consertion also: rection activities for the project will be commerced a is within to the property 12.06.2000 and the company has been given 4 months time. Mee ied of 6 months Further, the Government conversed as a for truth by 1st work of Novyotics 2018 and has soundation contra nativities of the project. list Government, which goer is partice in Depicture Permit Project Medication Meendale Government Giobal Publics and Co Ì Ĵ



inition of land for a Part is couldy from ervice steint. The yakes of the alliotted land in a Park is anticed at by taking first from the entrepresents in the antice Part for each case finalized by ittee of the Land Augustican Ary the president ciáng the Parit, as a marti of any orden of any Court is proceeding per continuous proportionantely to that cathod and the Longo the bounder provide in respect of the and more competentian graved by the Court to one and her ant with the Langen (close 3 of the (interior), it would not be precised to recover exhanced) land comprising its Park, of which the leased previous is a part title Accionst the type cost of the land Acquired from all much (s al out insigned and other relevant cone. On (Deid) "the pecidious is beard on the process day cost of securit ind when called upon **Theody** ¥ LINONE E Joindly, the may ŋ the Court. As par over Ì Ì 8 Į Ī Ŷ

KD27LA has allound 94.34 some of land to Kainell Harlange Contre (?) KUNTA has about 79.40 mous of land to Kaland Thebai Cares (t') (and the set of the state of the state of the particular to the set of the state of the the dependent with the Courts to the India value of the respective is the cash, means for not hering changed the calumon Let on a head held him for a pedod of 90 years to set up a field fled ŝ A to pectral Congress -1. The tend is allocted as underwiteped land the main he would that the land minimum was undershiped ! ini terrang ali tin jami dini katanan ka بدلك فكالم المواد عالمة star. KUNTRA propose to fix a cat off 4 ous jud the nut neovering the enhenced ! quereds toghts ato. The justy maked the full h a Krista a head value it can set the astroprotector Louis Dool was excubel on 09,06.05. at is Kaind Grain We have Course (7) Link ومدكم ŋ 3 3.4.16 q

herbel cars centra. The party separated Re.25,40,762/- = EMD and Ra.1,28,03,8084. being 39% of the lance presiden, and account the Agreement on 11.07.06. The party remined the full behave leave It may be moved that the allebrand to fining Harbai Cures (P) Ltd, in KENFRA she, Petektadi was under Campary I. According to thei, the land is allotted as undeveloped hand where the satisfactures has to and ap all the on lease hold but only after Kainel Harbel Cure (P) Left. had remined Accordingly, Ruber internetized appricted the full inner premises for 3 acres of land and the basic infrastructure the lifest at his even onet infrastructure is neve ERETA Mining 5 monto of final to Ration Salas International for Longe Dood the abo expected. Subsoquently, they remited the EMD for included as a part of the allutureat. Accordingly, the land way to with initiality immuning to Ra. 2,15,6557- and and to Restor Family Monda stifting up a carsten alors meandicteding unit. the American od cm 13. 10.06. lass due to non-streaming at Lev the full have providing Z monte of 1 କ୍ଷ 3.4.17

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A set of a set of the first product of the first pr	In view of this, it was thereas to construct Standard Danger Radory (MOT) haddings and other faces on monthly much in properties comparison to that facts indication on a standard much in properties and in the Park, it was much factal difficult to stand incompanies from the private number. No share were available over after reast streams from	where where were made in landary called in the boundry. Harmon affers were made by REUNIXA for the reaching of the Pert har for insert of the landar we call thereby from put as on a last for. Also compare where is the Pert. The LEELA Group manual LEELA Group to series the groups in the Pert. The LEELA Group manual LEELA Group to series the groups in the Pert. The LEELA Group manual LEELA Group to series

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	where the Pauling Completes of KEWEAA and the Committee Medidal is the by the basis with the State Communent. Add, KEWFRAA magnesial his Communes its ratios the runt for the buildings and based in the compar- tion between the ratio of the control by hadrance in the ratio		The promptimum that not also and the desired and the extensional part was an indicated only for 10 years. In the lattic desire, this was required to the start for some or for each or	Group: XINERA stuid project doors to an active Manuty and that has station is brand strugg for MINTRA.	R.D.O.S.A. And anote a three up anoty before setting up the Apparel but at Minaschulus and setting up the ROF a KLAC. The present	comme of Adda Partie parties the action of RAMEA in many in- of an Agent Partie die was and die SDP in the Part. Argement KIAP has 16 desember 2 and in the mar fames we beginn 180% commany at the	
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3 r in XIAP as on 31-3-2406 h KDERKA spilled for 4 MVA of power from KSEB in the flurm of the LIKV deficied fields from Nakilen is Noverber 1995, fain far Distruct athenticon to KURP, which is 13 Km anty from the Park Later 2 which is only 3 Kin. shart from our Park KON99A then ed a freed power allocation to KSTB for ALIVA of power, in the summind in fur. 19. Chief Bighnest, Kütte, in his reply, chief dut die rej April 2000, Au lines to our Part, to reduce the anit of Ì 0 se understood france K.SE(B that a 110KCV. Substation way? ar completinging of the space and opened a ē 1 CREAT INCENT OF 65 MAY OF DO Manage is in source for \$043 people and the indirect hotion of SUM TVA No 186V Netcand tickettert . it has a line Ì 00 8 9

the power while in the Part. KUEB informed that KININAA abor 1999, whice no other form of power could be ine, browno Choleni adheration trae being equipped as a MARKV submittee works the RECC scheme, to be fed from Küddingit schereikas initielity. In this connection, a moding way held in the Charles of Howles Minister for Boostaly in March 2000 su power regulated by KUNTRA fastsodistely. KINERA subd. that 6.5 MVA is the prejected power requirement of the Park and the ladial power it. Accordingly, a written request was made to KSEB on 14th March wat is only BMVA. KURB then agreed that they could consider Cholini: that was trader perstandion with a power allocation of 3MVA. the propose of providing LLKV freders from the 33KV automized, Under these circementers, KINFRA requested KSEB to provide 2 not. 2000.KDRF8A came to lacov into that none technical constraints were of 11kV dedicated feeders using underground cables and KSEB agreed to sied it its featibility staty these by the Construction and Remediates t were on the higher althe and KBEB was marks to allot ! shole of KSEB, for providing 11KV definated feeders ni Subahék ound called to the Park from the Chal Ξ d Dose KSEB at tie is Gepter Į ٩

	Is the monthly CARLA and allotted land to 12 emergeneeus and	the construction of XINTRAS theories is IT hadding complex was also	metering completion. In addition, two images industries that included year	we their plants in the Part, conney, Mit Periods Foods and Mit Rises Rich	Fords, had separately applied to KARB for obtaining power allocation.	On participa the sustain further with KSRB efficiely, they indicated fast it	would be advectigations for the entrepreneurs to get paster at 335CV, in the	projected angulament of the Park was 6.5 MVA. KSEB the indicated	that they had no included publicate in providing "boy in" and "toop top"	at 33 EV from Cholsei addition to the adiatelits bring set up by	KUNNYA # KINP. Sign than was to other optim before KUNNA for	availing porter, EUVER applied about for a porter allocation of SaXVA.	# BMKV is Angust, 2000 to cattor to the power requirements of the	autogrammers in die Piede.	Thun, # west primetify due to the muchility of KISEB to provide 11	TV. And the same underground orders that KINTEA had to set	wh is reliable and go in for 3400V into with 'sop in' and 'some cart'	frie Contra and the weat the comparis at a task out of	March 40 Milling an an in pire quality person to the name of \$1.72.	
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	Paratitution" on the Kaldandi river bandi, which is at a distance of 13 but. Rean one Purt.	Table I is reduced that the hold water requirement for the fills forthed functionals of the Part was identified at the inception of the	prograd back and to delay was closed in identifying the source, in closed in the stand the source of the standard back and the source of the standard back and the source of the standard back and the stand	(Maint Brunch) and Angeled and the principle, of make from the Average	Name in 2003 Mark Mankimovaly, do antichts of anting ap the Water Treitmet Part and the Adrived Water Samte Scheme of a LAN and	west designed in 2000 itself filoworer, over though the perspected for head	Persistentium was moved in the year 2000 ined; local objections and a	court case statisd the sequisition move in January 2002.	Platfy, proved that the to political and anoth presence the work	weeks and program a Paraktactory, KENFRA, alter various dalliquejers. Poteniek meringe and the concernance of the Project Insidementation		
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KINFRAMII Traits all efforts to ensure that the investor mais	·. · · ·	
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NOTES FURNISHED BY GOVERNMENT ON THE AUDIT PARAGRAPHS

(AUDIT REPORT 2005-2006)

within the iotmoist, KIMPFRA will take ownerst and that tocelpt of down periments and share Bend is to be encouted within a time thrif of 20 Within this Even though Kinirka insists on he in corrain canes , the nonthe time, an investor has to take action to propert the the construction financial assistance from banks may also result stick were given power only in April 200 p. The as to make amendments in the lacense-Agrement ivities to be achieved in the time limit of do the construction of the ge usually happens due to external factors like be commissioned due to the delay from KSEB is the double chout into from Bashmennamin. The Italian mantion on account of delay in electricity connection in some cases, because of the difficulty in obtainin like steel, canont etc. due lo shortage, th hanke/other financia tr Representation 2000. Romever the substation on or compensation by elletted land in May 2000 M/s Kenalibertex was That communicated th places protoment are gone within the time fimit. breement is v for the atoution of the License agreement, Encopt Thalaquery, the down faces difficulty in completing that their looses should a te prencribed time limit... the unit assistance from the Internation then necessary approval and furture (g building materials 8900. this time limit. riela. J d Lincome A omiettimen aithia it è inst, the uli KiPPA propos toti t Ž Dibereo of 10 년 1 thutions HIPAGE A 10 month 100 CC/10 cthing GUNDEA. **CONC** , and 3.4.16 ò

d Bub- Committee BOALD : I TOUGH l 5 sitted a series of representations Ē 8 lease promium. transant of the retrod to condid i of the KINTRA B ie balance lease pri ğ oraduction | A diab ş i Perio **Solution** c, 8 1 . Ъ E

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the should be to the · AIdaly granted Licensoe status and KSEB t, KSES hieved an order 03/02/2001 the Gowannent on the work of the 110KV substation was completed by August application for licensee status we the Chief Braines **Boense** statu power allocation, subject to obtainin when completed vide letter No. KEPTP/KBEB/786/ g Ę 2.2001-d equate water is now three for providing th etting. n Che n ef 11.0 KV double circuit line KEPIP requested the origination units i mede to Ari Application for ç Committee al L'I LOKV Committee of KEPHP COMPANY die the Park ŝ 8 ÷ metton. While KEPIP. 8 WAL with the Government oc) Bouth, KBEB ž Ž 9008 9008 -18.12.2000 to feate **Toution** (BEB in Neventher and leving tist and the second 0.2000 20 the child of the c 000 **South** 8 100 F

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CIERTY could one with Government, and letters sent on 02.02.2002, 30.8.2002 and As explained above, the delay noticed by the Audit in getting the After Techno Parts, KitPIP ų Š There was no lack of coordination among KINFRA, KSEB and Ş major policy matter of the (RFIP could achieve the Licensee status and is now one of the model Regulatory is accepted KEFIP as the model among small licensed Contribut Covernment in this regard. Regular follow -up on the matter was is the procedural delay in various Government in its monting held on 06.1.2004 decided that an whall be (2.01.2504 and the distribution of power in KIRPP was taken over Power Department. Further, the Electricity Regulatory Commission Also there were regular follow up levels and it was decided that the be could be started by KEPRP on 01.01.2004. The in spite of the delays in the Government Dopartments custody of KSEE át decimor created for pushing files since this is an laste total by KEPIP before handling over the same Bubbequent Atment: The delay Germand etings and enten Binten io bought hicensee status of lines to be transferred to KBBB Accordingly, an underwicing was Managing Director, KEFIF in their KBEB Blectrichty pren by KENPRA that the Governme the Government for this conditions. the cost of the distribution lines now in the in various Board During the discussions, ð The Korala State in the state was not content at that time. who has awarded rork of the Separtments and KSEB, as this is a ecenery Government hed to accept 5.11.2002 may be talen note of done wire hold at variate t the Board of KISPUP of the above recommended to the routine 1005 K848 on 15.01.2004 11.2003 to be period by KUNPRA. Kenala **Remor** KEPEP relay 100 wer included consec status South of KUNTU on 27. ļ **Pine** Oovernment. attatta Som and the will have However, **وي الله م** ŝ Commo n the metter (and the country) Board add J rhat t 5 ģ

heve. iteeH. center for supply of Electricity has to be granted by the State Coverimment and not by the Binctricity Board. Minally, in the case of the payment of operation and metratoriamos charages to KSBB. In this connection, it may be noted with the Government. Further in meeting held in the Chairman, KSEB on 15.02.2001, It was decided that vide its Order deted 63.02.2001, had Informed that dated 03.2.2001 and Minutes of the KEPTP WAR e not for Boomere status and the ŝ The Committee had decided that KEPPP will continue The payment to KBEB towards openation charges could not be trodded. Even if kurtraa had been given Licensee status, Kinina, till official handing over of the substation 1 supply unrently under these Alp of the substation till a Government decision is taken issue and the operation charges can be borne by would have incurred this expenditure as KiNFRA would have to get Though only on 29.5.2003. As per time, State Government is the delay õ ficense the matter : could the substation and KiNFRA will bear 9 The AMC charges are Government of Kerals | ð The Licensee problema the State Gevernment in Rebriery upplication for floomse was given on 20.1,2000, the blementation Committee of KEPIP held on 24.4.2001, . License was beened by Government only. gren in Mey 2003 only. Hence not be granted licensee status white were discussed Addne attain the Licenser status by 11,07.2003. the power application other agency. Electricity Act proveiling at that lattuction, in which power Another observation is about by Government of Kerain attuttory mutherity to issue license. 15.02.2001 murpheneurs are demanding Oder t desigion on our will solve. this work done by some rears and Amontha. operate Character . 5 contronted with the Linearche However, It Poq tianoce, SUNFRA WE ê Chember of Caller, Hala antromoneuro till pending that KSB9 Derretional Moetline bedin dimenta Б С

F. KBPP policy metter which string becase status 8 abitute enother industrial park much inferior to th **Houtbo** 9 TOL LOUTER aniowart apent Pier o ÷ 8 đ NGR29. 31.0 e breedd 6 7 andačiv tni . OF r. If WERPIP had 5 Howing Uber 9 7 3 . Ē 3 clock that could tirbel analy E hoenes **STIRE** ų 명 1 na thom th 3 **until** if, the del 000 Cocher these activ E. 2 ÷ č ï Fight of would be to diversion t Î 193

Compared in the second	contourned MC/MLA. Delays in development/ construction of these conternet MC/MLA. Delays in development/ construction of these prunthe researce for which approval is obtained from the Project implementation Committee. It has been observed in the Allorment Committee meeting that there is instity and in the State for plots of 10 cents are or here . Since it would not have been sitvisable to keep the plots wadn't printing juck a domand, the plots were allotted as per the sequencies in the summer in a first institute for here allotted have rules in order to here in a converse allotted as per the sequencies in the summer in a first institute.
A have a second	Are avoid up or automorphic inclution, into avoid one to resonant for which approval is obtained from the Project thinking Committee. I provide the Alicanont Committee meeting that historic it would not have been advisable to keep the phote setting furth a domand, the phote were aligned as per the printing furth a domand, the phote were aligned as per the printing furth a domand.
	reasons for which apparent is obtained from the Project triation Committee.
A line in the line is the lin	transform Commutatee been observed in the Allatiment Committee meeting that that the same for plane of 10 cents area build any domaind in the State for plane of 10 cents area Since it would not have been unvisable to keep the plane stating intering admaind, the plane were allotted as per the printing intering admaind, the plane were allotted as per the printing intering admaind, the plane were allotted as per the printing intering admaind. In a flow instance, MINFRA have areas along in contrapiciteurs. In a flow instance, MINFRA have areas along in contrapiciteurs.
A The second sec	• Posse observed in the Alionant Committee meeting that that the any domaind in the State for place of 10 cents area. Since it would not have been univiable to keep the place withing interine domaind, the place were allotted as per the period the universitations. In a flow instantion, ICINTRA have areas alone in order to before the archive instantion.
Configuration (Configuration)	that the may domain in the State for place of 10 cents area. Since it would not have been mivimihie to keep the place writing inter a domaind, the place were allotted as per the period the untrepretenter. In a flow instance, ICINTRA have areas alone in center to before to achieve termany of the
or these yesterness and the second state of the second sec	Since it would not have been unvisable to keep the plots writing interns demand, the plots were allotted as per the period of the untrepristments. In a flow instances, ICINTRA have are along in order to being the active forcement with the
valdenti ja svajuštred alletted provest a Eluti Lorve w fev	muting Much a damand , the plots were allotted as per the period of the unitepretations. In a flow infamices, KINFRA have areas along in conter to before to account measure which have
Required allotted proved a Lorone w Lorone w	ients of the contrepetations. In a flow invitation, KINFRA have
allettad allettad i promed a lorore w to a few	mote miete in order th being to enclore ioner tense at the house
provent a Blim Lorone w to a few	
Lerone w be a few	processifit in wooling smaller investors to these Parks.
Lorome w bo a few	Burdlarly the number of units with investment loss than Re.
	lerone was also very limited. Here again, KDWPRA have alletted plots
	to a few units with investment more than Ra.1 crore, mainly as
anctor a	stars, which has beloed in bringing smaller i
tises Parka	
	Mumber of units that have encuted Linear Mathematication
allocach	allocacity in the various Parks till March 2008 isse here increased to
1000 2 CZ	a cut of 257 allotments (84 percent) an antibut 160 units
	when het her best eacher.
Allottment	ount of all the plots has been completed in the RDC's in
THYME	Koratty and Thalessery, in Wayanad
	% of the plots targe bear allotted and in Kakimuchery.77% of the
built up apace	has been
not yet began.	The jourd leaved your
2008 has the	increased substantial
percentit as	Ľ
	be noted here that this is I
development of	ont of infrastructure facilities and common facilities
(Allantian)	(united) 20-30%).
	Bimilarly the direct employment amerated from the units in the
	various Parks till Merch 2008 has also shown a larse torresse to
6779 per	
Contr	Contridering the above, it cannot be said that the artime up of

	the iIDC's could not contribute to the main objective of employment generation, though it has taken longer than enviseged.	The key objectives of the Government of Kerals that have been met by the projuction of industrial Parks supported by KUNFRA are- aupporting a number of industrial Parks supported by KUNFRA are- its possible to implement a focused plan for industrial development in the stato. Besiden development of the aurrounding region for providing opportunities for employment and creation of ancillary industries. The benefit to the industrial Parks also serve as a catalysis for development of the aurrounding region for providing opportunities for employment and creation of ancillary industries. The benefit to the industry that encourage antits to incente thermelyes in the park are primarily. The cost of development and operation of the facilities being spread over a large number of users, these are substantial cost benefits accuring to the user industry to set up units in the park in a short period thus serving on scene resources and time in developing necessary industry to set up units in the park in a short period thus serving on scene resources and time in developing necessary industry to set up units in the park in a short period thus serving up required infrastructure facilities like there in and by tyfing up required infrastructure developing industrial infrastructure at places selected by the developing industrial infrastructure and by the the economic developing the industrial industry in the thrust economic development of the isometic by industrial infrastructure is described by the developing industrial infrastructure is described by the developing in the produces and time in development of the isometic by the production of the funct economic development is industry to set up required in the economic development of the isometic by the product of the state by developing industrial infrastructure is described by the developing industrial infrastructure is development of the isometic by the development of the state by development is produce all facilities required for the state by development is produce alf facilities
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Keitala was parties in 1993, with and the bunded on the industrial policy of the State and based on experience is close observation of the sales pattern of the in this beckeround of such industrial parks needs a longer time and much harder efforts. Specific mattering attachedic are needed, which are Mericriting of industrial paries is the greatest challenges faced KUNFRA, despite the fact that KUNFRA's park offers the best politics of the Covernment and over all and Kerala It may also be noted that through the experience gained in the ĝ The marketing of the project have been assisted by the new incored one is a more target oriented atracegy with KINFRA ŝ strategy for the matheting of its industrial parks. The first car is for creating avarances or a bread creation among the industrialist of tiven. an evolved a three pronged marketing 2 auhibitions Thefford 7 proscenting D KENFRA 8 reach ntimetion etc. Cos and often Ka industrial park has a long gestation period improvement in the perception of investors towards Kersla. correlated one of the most industrially backward states started its operation at a time when spremeture in specific accions thes food KINFRA will be participating in events, will hel ectors organized aduat in nompopers or magazines aimed entrepreneura y potential antrepreneurs in these sectors a actile or garments, infoteinment, r IN A CITATIN ZONG FOR referred to an the death-bod of industries. It | Industrial etc. This and stal facilities for casy startup of industrial units. address the known for its labour militancy , a these specific . inat NGNPEA started developing He POCI CII 13 years, KINFRA have industry 'or the business groups bold that to make Karala at by the year 2020 stieting inductrial parks to directly and labour professional badles KUNFRA has intreprezente j biotecharging, (5 ocurating on ca **pportunity Darkoting** industried attained 2 bet thi at her dentii aat Б

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y players in each of the part of the set is part of the set is part of the	at the two designs makers of and components are by to be then of the Write (and the body and the district of the and the designer at investing in The Write age, to the design industrial solution and changes industrial channels a feature industrial solution and changes industrial channels a feature into the set oftent of contex have been into the party days		Being a statutory body of the Government of Kersla, KUNFRA sileo is strong commitment to the socially, as some of KUNFRA's project is to be hoosted in various backward regions of the Stc. Before they an anti projects in the thrust socions identified in the central matter.	counties, available the band an available the band available the availab	ad priority in demologing and they in the party which h splitter her fresh alleftered shirts and developed hard the development of KUNERA

be noted that to attract industrial investment into the State is a difficult task. Efforts are being made to orease a Land Bank for attracting new industries into the State. Hende, various strategies adopted by KINPRA have yielded results in the State in comple of the brand image of KINFRA Parks.	There is a standard monitoring and craintation system prevailing in the Correction to monitor the various activities. There is a regular workly meeting in the Project Office conversed by the Project Manager along with the Technical Advisor and the Project Manager along with the Technical Advisor and the Project Manager along the Corporate Office for which all the project monitored by the project insplementation. Committee, chaired by monitored by the project insplementation Committee, chaired by Miditional Chief Secretary(Industries). The alonent in Industria Device and its progress is regularly monitored by the Project parts and its progress is regularly monitored by the Project profine appointed by the Covernment of Kernla. The pricing of appointed by the Board of Director all functioning the Corporation the Secretary (Industries). The ore all functioning the Corporation the Chief Secretary to Covernment of Kernla. The activities of the Secretary (Industries). The ore all functioning the Corporation the Chief Secretary to Covernment of Kernla. The activities of the balance of Directors by the Minister (Industries) on Monthly the Chief Secretary to Covernment of Kernla. The activities of the Corporation is also review by the Minister (Industries) on Monthly contained by the Minister of Kernla.	The store the store, it is evident that KINFRA is faring a regular Taken for investing and evaluation of its activities. An 'Action Taken Report is to be introduced from the next Project Internetiened Committee meeting onwards. The next Project The Isternal Andle of the Corporation is conducted by reputed and reliable charted Accountant, M/o Varma & Varma and they are also assisting RUNFRA to finalise the accounts of the Committee the Accountant, M/o Varma & Varma and they are also
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liction are taken to register had ternen (for Oovernment for meeting. Regulations received mámau by the Ē ineral Secretary to I Ì John Scrintland H, P, RANU Induction Duport uhuanan hiki approval for the rules and re-**C**mod ad corrective ì Ē 9 tter updated. mt detail i Audit COOLUND D ł thread ŝ entitient Į. Contro ā Ē l တ်

Anocaure 20 (Referred to in paragraph 3.4.8)

Statement showing the details of land sequired and developed by KINFRA

- 1 - 1	21	(Rs. in lakh)						
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A	Parks were development Use	lertaken						
2	HDC, Seethengoly, Kaseregod		281	60.00	1.44	86.66	345.85	432 51
<u> </u>	HDC, Thelasery, Kannar	50.25	107	50.25	2.11	107.00	297.59	404.59
	IIDC, Kalpetta, Wayanad	50.00	251	50.00	5.02	251.00	354.93	605.93
5(a)	LIDC, Konsty, TCR	30.00	226		7.53	226.00	347.20	573.20
<u> - 101</u>	IDC, KTIP, Kaklanchery KTIP Food	10.00	43	10.00	4.30	43.00	\$07.85	850.85
5(0)	Park, Kaldcanebery	62.00	264	62.00	4.26	264.00	1778.20	2042.80
6	HOC, Mazhevanar, EKM	64 89	241	64.89	3.71	241.00	587.30	828.50
,	IIDC, Kunnamthanam, FTA	35.78	87	35.78	2.43	87.00	0.50	87,50
<u> </u>	IIDC, Adoor, Pathanamihinta	85.00	289	85.00	3.40	289.00	20.30	309.30
9(a)	UDC, Menamkulam, TVM	40.00	115	40.00	2.90	116 00	586 30	702.30
9(6)	KIAP, Menankulun, TVM	50.00	145	50.00	2.90	145.00	2351.10	2496 10
10(a)	EPIP, EKM	179.60	870	179,60	4.84	870.00	3813.85	4683.86
11	Pilm Video Park, TVM	75.08	300	25.00	4.00	300.00	1098.38	1398.38
12	Bio Tech Park, Kalamesery, EKM	1 240.00	0	40.00	0.00	0.00	32 18	32.18
13	fiT, Palakkad	747.90	845	200.00	1.13	225.97	163,36	389.33
	Tetal A	1914.98	4065	1032.52		3251.62	12585.70	
B	Other purks	· · · · · · · · · · · · · · · · · · ·					12343.74	15437.52
10(b)	BPIP, BKM, Add. Land	94.60	2650	94.60	28.01	2650.00		2650.00
14 -	Rubber Park, EKM	109.12	374	109.12	3.43	374.00		374.00
15	Kunfra site, Palakkad	341.42	761	178.34	2.23	397.51		397.51
16	TCIDS.Keneur	125.80					·	471.31
17	Kannut power project	164.22	325	<u>├────</u> ↓	1.98			
	Total B	835.16	4114.00	382.06	, , , , , , , , , , , , , , , , , 	3421.51	0.60	3421.51
	Grand Tetal (A+B)	2750.14	\$175	1414.58		6673.t3	12585.70	19254.83

Note: . In respect of item 12 the land was assigned free of cost and for item 16 the value not yet been fixed by Government.

C

Kerala Legislature Secretariat

2020

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