

विभाग का नाम :-

विभाग का पता:-

कार्यालय आयुक्त उद्योग

कार्यालय आयुक्त उद्योग, उद्योग सदन, 419, औद्योगिक क्षेत्र
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प्रश्न संख्या : तारांकित - 23

दिनांक : 18.12.2023

प्रश्नकर्ता का नाम : श्री जय भगवान उपकार

क्या माननीय उद्योग मंत्री यह बताने की कृपा करेंगे कि :

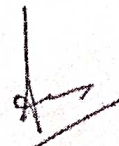
क्र.सं०.	प्रश्न	उत्तर
1	डी.एस.आई.आई.डी.सी. बवाना में कन्सेस्नर बवाना इन्फ्रा द्वारा वर्ष 2011 से अब तक कोई भी पार्किंग एरिया विकसित नहीं किये जाने के क्या कारण है, और	रियायतग्राही (concessionaire) मै0 बवाना इन्फ्रा डेवलपमेंट प्राइवेट लिमिटेड ने पार्किंग के लिए 39721 वर्गमीटर क्षेत्र में 60 भूखंड विकसित किए हैं ।
2.	कन्सेस्नर बवाना इन्फ्रा द्वारा वर्ष 2011 से अब तक कोई भी पार्किंग एरिया विकसित न किये जाने के बावजूद भी एन्ट्री पर पार्किंग फीस लेने की घोषणा के क्या कारण है?	पार्किंग शुल्क रियायत करार के प्रावधानों के अनुसार वसूला जाना है।

हस्ताक्षर

उपायुक्त उद्योग विभाग 123
18/12/23

Sub.: Re-development and maintenance of the Industrial Area at Bawana

- Bawana Industrial Area measuring 2159.35 acres was developed by DSIIDC to relocate industries working in non-conforming areas. The "Relocation Scheme" as per directions of Hon'ble Supreme Court of India was taken up by Industries Department, Government of NCT of Delhi during the year 1996 onwards and DSIIDC was appointed Executing Agency for its implementation.
- Industrial Associations highlighted the pathetic conditions of Bawana Industrial Area and it was also seen that the condition of roads and drains etc. was bad as no major repair/re-development work was taken up in industrial area.
- Industries Department, Government of NCT of Delhi intended to upgrade the infrastructure in the industrial areas and develop an appropriate frame work for industrial estate management.
- In order to achieve the objective, the work of re-development and maintenance of the Industrial Area at Bawana was awarded to a Concessionaire, M/s. Bawana Infra Development Pvt. Ltd. on PPP mode for a period of 15 years, to re-develop the Industrial Area Infrastructure within 2 years construction period and maintain it during the concession period.
- The main scope of work was re-habilitation and strengthening of roads, re-development of storm water drainage network, re-habilitation of water supply distribution system, rectification & operation of defunct pumps, re-habilitation of sewerage conveyance system & CETP, door to door collection of MSW, cleaning & sweeping of roads, development of surface parking, horticulture work & street lighting.
- As per Concession Agreement, the Concessionaire was to be paid Annuity in lieu of the capital investment for development of infrastructure for 13 years.
- For maintaining the Industrial Area, the Concessionaire will collect maintenance charges @ ₹10/- per sqm per month per unit on plot area linked to cost inflation index as per IT Act, water supply charges similar to DJB tariff, waste water charges based on Delhi Common Effluent Treatment Plants Act and parking charges similar to MCD tariff as per provision of DIDOM Rules.



- As per the DIDOM Rules 2011, section 9 sub-section (2) clause (b) stipulates that all monies received by the corporation by way of ground rents, **parking fee**, entry fee of heavy vehicles in the Industrial Area/estates/flatted factory complexes, hoarding, paid public toilets shall be the component of industrial development, operation and maintenance fund.
- The Concessionaire developed 60 plots measuring 39271 sqm area for surface parking under the Concession Agreement. The same were verified by M/s. Shriram Institute of Industrial Research appointed as Third Party Engineer (TPE).
- Despite developing all the designated parking lots as per the scope of the work and the provisions in the Concession Agreement to operate the parking and collect parking charges, the parking could not be operationalized by the Concessionaire and no parking charges was collected as per Schedule-10 of the CA.
- Despite several reminders from DSIIDC, the Concessionaire was not collecting the parking charges as it claimed that as per the Concession Agreement, the agency is authorized to get 100% of the parking revenue.
- During the thematic audit, the auditor made an observation that the loss to DSIIDC could not assessed as the Concessionaire failed to collect parking charges.
- The Concessionaire invoked Arbitration and claimed losses incurred due to non-collection of parking charges in 2019.
- The Arbitral tribunal held that the Concessionaire is entitled to receive the entire parking charges collected as per the Concession Agreement.

