

The Goa (Rajiv Gandhi IT Habitat-Cancellation / Abolition and Regulation of Allotment of Plots) Act, 2012

(Goa Act 21 of 2012)[24-9-2012]

AN

ACT

to provide for cancellation/abolition of allotment of all plots in the Rajiv Gandhi IT Habitat in the State of Goa, as specified in the Schedule to this Act and for declaration of such allotments as null and void and non-est in the eyes of law and to provide for refund of amounts paid by the allottees along with interest; with a view to regulate the Information Technology Habitat Centre and for the development of Information Technology Habitat, under the control of the Government of Goa; to provide for a new IT Habitat in the State of Goa and for matters connected and incidental thereto.

Be it enacted by the Legislative Assembly of Goa in the Sixty-third Year of the Republic of India, as follows:—

CHAPTER I

1. Short title and commencement.— (1) This Act may be called the Goa (Rajiv Gandhi IT Habitat– Cancellation/Abolition and Regulation of Allotment of Plots) Act, 2012.

(2) It shall come into force at once.

2. Definitions.— In this Act, unless the context otherwise requires,—

(a) “allottee” or “allottees” means the persons, companies, corporations, partnership firms or any other entity, who has/have executed a Lease Deed with the Info Tech Corporation of Goa Limited or in whose favour an Allotment Order has been issued by the Info Tech Corporation of Goa Limited for allotment of plot/plots at the Rajiv Gandhi IT Habitat, Dona Paula, Goa, and shall include those persons, companies, etc., who have availed of the benefits of the ‘Special Incentive Scheme for Plot Allottees of Rajiv Gandhi IT Habitat, Dona Paula,’ but shall not include those persons, companies etc., who have already surrendered their plots to the Info Tech Corporation of Goa Limited;

(b) “Government” means the Government of Goa;

(c) “Info Tech Corporation of Goa Limited” means the Info Tech Corporation of Goa Limited, a Government Company as defined under section 617 of the Companies Act, 1956 (Central Act 1 of 1956) and incorporated under the provisions of the said Act;

(d) “plot” means the sub-divided plot allotted by the Info Tech Corporation of Goa Limited to the Allottee either for setting up of Information Technology Software/Information Technology Enabled Service Industries or establishment of supporting facilities, like, residential buildings, restaurants, banks, malls, at the Rajiv Gandhi IT Habitat, Dona Paula, Goa.

CHAPTER II

Cancellation/Abolition of Allotments

3. Cancellation/Abolition of Allotments.— (1) From the date of commencement of this Act, the allotment of all and whatsoever plots made in favour of the allottees by the Info Tech Corporation of Goa Limited at the Rajiv Gandhi IT Habitat, Dona Paula, Goa, shall stand cancelled/abolished and the said plots shall be deemed to have been vested with the Info Tech Corporation of Goa Limited free from all claims, charges, encumbrances, liens, whatsoever, with immediate effect.

(2) Every allotment of plots specified in the Schedule to this Act, on and from the commencement of this Act, shall be deemed to have been cancelled/abolished and shall, with effect from that date, be deemed to have been nullified and all grants and matters concerning the allotment including permissions, clearances, no objection certificates, building and development permissions, licences, approvals, etc., obtained by the allottees under any law for the time being in force shall also stand nullified.

(3) Every allottee whose allotment of plot has been cancelled/abolished as specified in this section shall be given by the Info Tech Corporation of Goa Limited, an amount equal to the amount of premium/lease rent/license fee paid by the allottee along with simple interest at the rate of ten percent per annum. The Info Tech Corporation of Goa Limited shall, however, not be liable or responsible, in any manner, in respect of the loans, dues, etc., if any, incurred/obtained by the allottees for procuring allotment of the said plots or in connection with the plots allotted.

(4) The Info Tech Corporation of Goa Limited shall, within a period of sixty days from the date of coming into force of this Act, refund to the allottees specified in sub-section (3), the premium, lease rent, license fee, security deposit, if any, installments, if any, paid to the Info Tech Corporation of Goa Limited by the said allottees till the date of such cancellation/abolition alongwith simple interest at the rate of ten percent per annum on the said amounts.

(5) Save as provided hereinabove, no other amounts or compensation of whatsoever nature, shall be claimable by any allottee in respect of any financial or other loss, damage, hardship, etc., caused to such allottee on account of the cancellation/abolition of allotment of plots under this section.

(6) Notwithstanding anything to the contrary contained in any other law for the time being in force, from the date of coming into force of this Act, all permissions, licenses, no objection certificates, clearances, approvals, etc., if any, obtained by an allottee from any statutory/Government authority/local authority for commencement of any works in respect of the said plots shall stand annulled forthwith and shall be of no effect.

4. Re-allotment of plots with Government approval.— (1) All re-allotment of plots shall be made by the Info Tech Corporation of Goa Limited only with the prior approval of the Government and such allotment shall be made only by inviting bids by advertisement to that effect in the newspaper or by any other known mode of disposal of Government property.

(2) Notwithstanding anything contained in sub-section (1), the Info Tech Corporation of Goa Limited, may, at the request of the Government, allot any such plots to any Government Department, Government Corporation or Government company for their own use.

(3) The Government may give such directions to the Info Tech Corporation of Goa Limited, as it deems fit.

5. Overriding Effect.— (1) The provisions of this Act shall have effect notwithstanding anything to the contrary contained in any Act, Custom or Usage, Contract, Order, Judgment, Decree of any Court or Tribunal or any other authority.

(2) Notwithstanding anything contained in any other law for the time being in force or any Judgment, Decree or Order or Injunction or Stay of any Court, Tribunal or any other Authority,—

(a) every such allotment shall stand cancelled/abolished and the plots specified in the Schedule to this Act, shall hereby stand vested with the Info Tech Corporation of Goa Limited in terms of this Act;

(b) no suit or other legal proceedings shall be instituted, maintained or continued in any Court or Tribunal or any other authority against the Government or any person or authority whatsoever and all pending suits, applications, etc., filed under any local or special law shall stand abated forthwith.

(c) no Court shall enforce any Decree or Order or Injunction or Stay on any ground whatsoever.

6. Protection of action taken in good faith.— No suit, prosecution or other legal proceeding shall lie against any person or employee of the Info Tech Corporation of Goa Limited for anything which has been done in good faith or intended to be done under this Act.

7. Power to remove doubts and difficulties.— If any doubt or difficulty arises in giving effect to the provisions of this Act, the Government may, by order published in the Official Gazette, make such provisions consistent with the provisions of this Act, as appear to it to be necessary or expedient for the removal of the doubt or difficulty; and the order of the Government in such cases shall be final:

Provided that no such order shall be made after the expiration of two years from the commencement of this Act.

Secretariat,
Porvorim-Goa.
Dated: 25-9-2012.

PRAMOD V. KAMAT
Secretary to the Govt. of Goa,
Law Department (Legal Affairs).