

भारत सरकार
Government of India
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी मंत्रालय
Ministry of Electronics & Information Technology
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संख्या

No.....36(40)/2017-IPHW (Vol.II)

दिनांक

Date 21st February, 2018.

Shri Vipul Sharma

Director

M/s TEGNA Electronics Private Limited

Level-9, Spaze I-Tech Park, A-1-Tower, Sector-49,

Sohna Road, Gurugram-122001, Haryana

Subject: Electronics Manufacturing Clusters (EMC) Scheme- Final approval for Greenfield Electronics Manufacturing Cluster at Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh

References:

- Government of Uttar Pradesh letter no. 533/78-1-2017-146I.T./2016 dated 14th June, 2017
- Final application submitted vide letter dated 21st September, 2017 and documents/correspondences made thereafter by SPV M/s TEGNA Electronics Pvt. Ltd. (TEPL)
- EMC Policy Gazette Notification no. 252 dated 22nd October, 2012 [F.No.8(50)/2011- IPHW]
- Guidelines for operationlization of EMC Scheme dated 15th April, 2013 [F.No.8(50)/2011- IPHW]
- Guidelines for constitution of SPV dated 30th January 2014 [F.No.8 (131)/2012-IPHW]

Sir,

Reference is invited to letter of Government of Uttar Pradesh no. 533/78-1-2017-146I.T./2016 dated 14th June, 2017 cited under reference (i) above and final application submitted thereafter vide letter dated 21st September, 2017 mentioned under reference (ii) above and subsequent correspondences for seeking grant assistance under Electronics Manufacturing Cluster (EMC) Scheme from this Ministry for setting up of Greenfield Electronics Manufacturing Cluster at Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh. The said application and documents submitted by you have been considered by the Ministry of Electronics and Information Technology (MeitY) and on the basis of the assurances and commitments made therein, I am directed to convey the approval of the competent authority for setting up of Greenfield Electronics Manufacturing Cluster over an area of 99.41 acres at Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh with a project cost of Rs. 115,32,56,047/- (Rs. One Hundred Fifteen Crore Thirty Two Lakh Fifty Six Thousand Forty Seven only) [excluding land cost] including a Grant-in-aid of Rs. 50,00,00,000/- (Rs. Fifty Crore only) from Government of India.

2. The parameters of the project are mentioned hereunder. The area mentioned below is being notified as a Greenfield Electronic Manufacturing Cluster under the EMC Scheme of MeitY.

#	Project Parameter(s)	Details
1.	Name of the Applicant	M/s TEGNA Electronics Pvt. Ltd.(TEPL)- Special Purpose Vehicle (SPV)
2.	Location details of the Greenfield EMC	Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh
3.	Area of EMC	99.41 acres <ul style="list-style-type: none"> Processing area – 95.94 Acres (96.51%) Non – Processing area – 3.47 Acres (3.49 %)
4.	Sector identified for the EMC	Mobile Phones and accessories, Point of Sales Systems (POS), Drive Video Recorders, USB Cables, Power Banks, A.C. Adapters, USB, SSD, Memory Cards etc.
5.	Timelines for formation of SPV	24 months from the date of approval or before release of 2 nd installment of Grant-in-aid (<i>whichever is earlier</i>) in compliance with the guidelines for constitution of the SPV issued by MeitY dated 30.01.2014
6.	Project Timeline	18 months from the date of issue of final approval

TERMS AND CONDITIONS

3. This approval and Grant-in-aid is subject to compliance by SPV M/s TEGNA Electronics Pvt. Ltd. (TEPL) to the EMC Scheme and Guidelines, other instructions and orders etc. issued by the Government of India from time to time and the terms and conditions stipulated hereinafter. Capitalized terms used in this letter shall have the meaning ascribed to such terms in **Annexure A** of this letter.

4. The Grant-in-aid has been approved on basis of the eligible activities, break-up of project cost and funding pattern approved by the competent authority under the Electronics Manufacturing Clusters Scheme which is provided in the table hereunder. M/s TEPL undertakes to comply with the eligible activities, break-up of project cost and funding pattern as provided herein.

Amount in Rs.

S.No.	Description	Unit	Quantity	Rate	Area	Amount
A. Basic Development						
A.1	Boundary Wall	Mtr.	3,084	9,171	Processing	2,82,84,698
A.2	Internal Roads	Sq.Mtr.	13,942	9,119	Processing	12,71,32,576
A.3	Street Lighting	LS	1	79,13,100	Processing	79,13,100
A.4	Storm Water Drains	No.'s	1	8,63,07,316	Processing	8,63,07,316
A.5	Site Grading/ Development	No.'s	1	5,79,15,799	Processing	5,79,15,799
A.6	Landscape & Green Belt	Sq. Mtr.	39,412	1,538	Processing	6,06,18,704
A.7	Common Facility Center Building	Sq. Mtr.	2170.96	14,847	Processing	3,22,31,997
	Ground Floor					
	Pipe Shaft	Sq. Mtr.	6.51	14,847	Processing	96,653
	Stair & Elevator Shafts	Sq. Mtr.	40.50	14,847	Processing	6,01,299
	Corridor	Sq. Mtr.	411.36	14,847	Processing	61,07,415
	Stairs (1)	Sq. Mtr.	19.28	14,847	Processing	2,86,248
	Stairs (2)	Sq. Mtr.	17.70	14,847	Processing	2,62,790
	First Floor					
	Pipe Shaft	Sq. Mtr.	6.51	14,847	Processing	96,653
	Stair & Elevator Shafts	Sq. Mtr.	40.50	14,847	Processing	6,01,299
	Corridor	Sq. Mtr.	730.31	14,847	Processing	1,08,42,830
	Stairs (1)	Sq. Mtr.	19.28	14,847	Processing	2,86,248
	Stairs (2)	Sq. Mtr.	17.70	14,847	Processing	2,62,790
	Second Floor					
	Pipe Shaft	Sq. Mtr.	6.51	14,847	Processing	96,653
	Stair & Elevator Shafts	Sq. Mtr.	40.50	14,847	Processing	6,01,299
	Corridor	Sq. Mtr.	730.31	14,847	Processing	1,08,42,830
	Stairs (1)	Sq. Mtr.	19.28	14,847	Processing	2,86,248
	Stairs (2)	Sq. Mtr.	17.70	14,847	Processing	2,62,790
	Roof Floor					
	Stair & Elevator Shafts	Sq. Mtr.	40.50	14,847	Processing	6,01,299
	Pipe Shaft	Sq. Mtr.	6.51	14,847	Processing	96,653
A.8	Security Facilities	LS	1	41,87,040	Non-Processing	41,87,040
A.9	Parking Area, Footpath	Sq. Mtr.	10,000	1,162	Non Processing	1,16,20,646
A.10	Recycled Water Reservoir	Sq. Mtr.	3,090	12,534	Non Processing	3,87,30,650
	Sub-Total (A)					45,49,42,526

S.No.	Description	Unit	Quantity	Rate	Area	Amount	
B. Essential Services							
B.1	Sewage Treatment Plant (3500KLD) & Sewerage Lines	LS	1	13,53,36,612	Processing	13,53,36,612	
B.2	Electricity Sub-station/ Distribution	LS	1	17,73,59,010	Processing	17,73,59,010	
B.3	Water Storage, Distribution & Pump System	LS	1	8,97,14,351	Processing	8,97,14,351	
B.4	Fire Station & Fire Fighting Facilities	No.'s	1	7,58,37,657	Processing	7,58,37,657	
B.5	Common Facility Center Building	Sq. Mtr.	895.36	14,847	Processing	1,32,93,310	
	Ground Floor						
	Mechanical Room	Sq. Mtr.	109.39	14,847	Processing	16,24,101	
	Central Control Room	Sq. Mtr.	40.00	14,847	Processing	5,93,875	
	Waste Disposal/ Recycle Bin Room	Sq. Mtr.	18.44	14,847	Processing	2,73,777	
	M. Toilet/ Washroom	Sq. Mtr.	42.20	14,847	Processing	6,26,539	
	F. Toilet/ Washroom	Sq. Mtr.	35.34	14,847	Processing	5,24,689	
	First Floor						
	Mechanical Room	Sq. Mtr.	109.39	14,847	Processing	16,24,101	
	Waste Disposal/ Recycle Bin Room	Sq. Mtr.	18.44	14,847	Processing	2,73,777	
	M. Toilet/ Washroom	Sq. Mtr.	42.20	14,847	Processing	6,26,539	
	F. Toilet/ Washroom	Sq. Mtr.	35.34	14,847	Processing	5,24,689	
	Second Floor						
	Mechanical Room	Sq. Mtr.	109.39	14,847	Processing	16,24,101	
	Waste Disposal/ Recycle Bin Room	Sq. Mtr.	18.44	14,847	Processing	2,73,777	
	M. Toilet/ Washroom	Sq. Mtr.	42.20	14,847	Processing	6,26,539	
	F. Toilet/ Washroom	Sq. Mtr.	35.34	14,847	Processing	5,24,689	
	Roof Floor						
	Water Storage	Sq. Mtr.	239.25	14,847	Processing	35,52,117	
		Sub-Total (B)					49,15,40,940
	C. Support Services						
C.1	Common Facility Center Building	Sq. Mtr.	3365.49	14,847	Processing	4,99,67,048	
	Ground Floor						
	Visitor's Centre	Sq. Mtr.	306.90	14,847	Processing	45,56,509	
	Bank & ATM	Sq. Mtr.	231.35	14,847	Processing	34,34,827	

S.No.	Description	Unit	Quantity	Rate	Area	Amount
	First Floor					
	Auditorium	Sq. Mtr.	609.71	14,847	Processing	90,52,295
	Conference Hall with AV facility	Sq. Mtr.	231.92	14,847	Processing	34,43,290
	Laundry & Dry Cleaning	Sq. Mtr.	144.43	14,847	Processing	21,44,336
	Second Floor					
	Maintenance & Repair Facility (1)	Sq. Mtr.	302.81	14,847	Processing	44,95,786
	Training Centre (1)	Sq. Mtr.	235.48	14,847	Processing	34,96,145
	Training Centre (2)	Sq. Mtr.	303.24	14,847	Processing	45,02,170
	Convention Centre	Sq. Mtr.	306.90	14,847	Processing	45,56,509
	Innovation & Design Centre (1)	Sq. Mtr.	144.43	14,847	Processing	21,44,336
	Maintenance & Repair Facility (2)	Sq. Mtr.	89.08	14,847	Processing	13,22,561
	Innovation & Design Centre (2)	Sq. Mtr.	156.43	14,847	Processing	23,22,498
	Environment/Pollution Control Lab	Sq. Mtr.	302.81	14,847	Processing	44,95,786
C.2	Telecom & Fiber Optics	LS	1	2,13,93,480	Processing	2,13,93,480
	Sub-Total (C)					7,13,60,528
D. Manufacturing Support Services						
D.1	Common Facility Center Building	Sq. Mtr.	1028.79	14,847	Processing	1,52,74,328
	First Floor					
	Testing Center/ Testing & Certification Facility	Sq. Mtr.	345.31	14,847	Processing	51,26,778
	CAD/CAM Design House	Sq. Mtr.	451.56	14,847	Processing	67,04,260
	Second Floor					
	Quality Control Lab.	Sq. Mtr.	231.92	14,847	Processing	34,43,290
	Sub-Total (D)					1,52,74,328
E. Common Facilities (Administrative complex)						
E.1	Common Facility Center Building (Government Regulatory Support)	Sq. Mtr.	187.56	14,847	Non-Processing	27,84,682
	First Floor					
	Government Support Office	Sq. Mtr.	187.56	14,847	Non-Processing	27,84,682
E.2	Common Facility Center Building (Welfare Services)	Sq. Mtr.	1914.27	14,847	Non-Processing	2,84,20,950
	Ground Floor					
	Local Shopping Centre	Sq. Mtr.	235.48	14,847	Non-Processing	34,96,146
	Restaurant	Sq. Mtr.	577.25	14,847	Non-Processing	85,70,365
	Common Canteen for employees of constituent units	Sq. Mtr.	692.75	14,847	Non-Processing	1,02,85,181
	Clinic	Sq. Mtr.	21.16	14,847	Non-Processing	3,14,160



S.No.	Description	Unit	Quantity	Rate	Area	Amount
	First Floor					
	Sexual Harassment Complaint Cell	Sq. Mtr.	21.16	14,847	Non-Processing	3,14,160
	Second Floor					
	Recreation & Health Care Facility/ Club House	Sq. Mtr.	345.31	14,847	Non-Processing	51,26,778
	Educational Facilities	Sq. Mtr.	21.16	14,847	Non-Processing	3,14,160
E.3	Common Facility Center Building (Others)	Sq. Mtr.	1101.55	14,847	Non-Processing	1,63,54,588
	Ground Floor					
	Administration office	Sq. Mtr.	302.81	14,847	Non-Processing	44,95,786
	Entrance & Reception	Sq. Mtr.	321.94	14,847	Non-Processing	47,79,806
	Creche/ Nursery	Sq. Mtr.	28.88	14,847	Non-Processing	4,28,778
	First Floor					
	Grievance Redressal Cell	Sq. Mtr.	351.16	14,847	Non-Processing	52,13,633
	Labour Compliance Support office	Sq. Mtr.	96.76	14,847	Non-Processing	14,36,585
E.4	Gate House	No.'s	3	38,62,835	Non-Processing	1,15,88,505
	Sub Total (E)					5,91,48,725
F	Administrative Expenses					1,49,11,000
G	Preliminary & Pre-Operative expenses					4,60,78,000
	(i) Consultancy / Project Management Fees					3,32,15,000
	(ii) BG Charges					1,27,98,000
	(ii) Margin Money for working capital					65,000
	Grand Total (A+B+C+D+E+F+G)					115,32,56,047

5. The details of the project cost and Grant-in-aid for the project approved by the competent authority under the Electronics Manufacturing Clusters (EMC) Scheme are as provided in table hereunder. The SPV undertakes to comply with the project cost as provided herein.

(In Rs.)

#	Parameter	Area (In acre)	Project Cost	Grant – in – aid (from GoI)
1	Processing area	95.94	97,85,79,986	47,42,12,269
2	Non-Processing area	3.47	11,36,87,061	1,10,94,868
3	Administrative Expenses	-	1,49,11,000	1,46,92,863
4	Preliminary & Pre-Operative Expenses	-	4,60,78,000	-
	Total	99.41	115,32,56,047	50,00,00,000

6. The details of funding for the project approved by the competent authority under the Electronics Manufacturing Clusters Scheme are as provided in the table hereunder. SPV undertakes to ensure the contribution from Cluster enterprises/ units to the tune of Rs. 40.33 crore.

(In Rs.)

#	Funding Sources	Amount
1	Grant-in-aid from Government of India	50,00,00,000
2	Contribution from State Government	25,00,00,000
3	Contribution from constituent units	40,32,56,047
	Total	115,32,56,047

7. **Implementation schedule:** In accordance to the project implementation schedule, SPV M/s TEPL undertakes to implement the project within 18 months from the date of issue of this approval letter. In the event of considerable and persistent delay of the project, Government of India has the right to foreclose the project, appoint a new implementation agency for execution of the Project and recover the entire Grant-in-aid released along with interest and penalties as stipulated in this approval letter.

8. The SPV M/s TEPL shall ensure that it is restructured in full compliance of terms and conditions laid out in the '*Guidelines for constitution of Special Purpose Vehicle (SPV) for implementation of Electronics Manufacturing Clusters (EMCs)*' dated 30th January 2014 and Electronics Manufacturing Cluster Scheme, the Guidelines and any other instructions issued by MeitY from time to time. In the event of failing to comply with the conditions laid out in EMC Scheme and/ or Guidelines including the utilization of land or committing breach of the bond at any time, SPV shall be liable to refund to the President of India the entire amount of the Grant-in-aid with interest @ Prime Lending Rate (PLR) per annum prevailing at that time and as notified by Reserve Bank of India. SPV will also be liable to such other penalties as provided under the approval and any other law. MeitY may also take legal action for recovery of the dues as may be considered appropriate.

9. SPV shall execute a bond for proper utilization of grant wherein it shall undertake that it shall abide by the terms and conditions specified in the approval letter, the terms of the Scheme and Guidelines and any instruction issued by the Ministry of Electronics and Information Technology from time to time. SPV shall also be required to provide a *Self-certified undertaking that they have not obtained or applied for grants for the same purpose or activity from any other Ministry or Department of the Government of India or State Government*. In the event of failing to comply with the conditions laid out in EMC Scheme and/ or Guidelines including the utilization of land or committing breach of the bond at any time, SPV shall be liable to refund to the President of India the entire amount of the Grant-in-aid with interest @ Prime Lending Rate (PLR) per annum prevailing at that time and as notified by Reserve Bank of India and will be liable to such other penalties as provided under the approval and any other law. MeitY may also take legal action for recovery of the dues as may be considered appropriate.

10. SPV shall create an Escrow account with a Nationalized Bank and shall provide the details thereof to the Ministry of Electronics and Information Technology (MeitY) Government of India. The Government of India shall enter into a Tripartite Agreement (TPA) with SPV and the Bank where the escrow account of SPV is maintained for proper utilization of the central grant. The terms of the escrow account shall be as approved by the Government of India.

11. SPV shall ensure that minimum 80% of the land of the Electronic Manufacturing Cluster shall be allotted to processing area while remaining 20% of the land may be allotted for non-processing area. SM/s TEPL shall ensure that a minimum of 75% units within the EMC should be from among the verticals covered under Modified Special Incentives Package Scheme(M-SIPS).

12. The disbursement of Grant-in-aid shall be made on *pari-passu* basis i.e. all proportionate payments to be released after the corresponding share to be mobilized by SPV and is deposited in the escrow account and other necessary conditions for release of such payments as prescribed have been complied. The same is to be applicable on all the installments with effect from the first installment to be released to the applicant.

13. The applicant shall also undertake to abide by all recommended conditions regarding allotment of land as per EMC scheme, Guidelines and terms & conditions of approval. Failure to abide by any of the above will make liable for penalties as envisaged under the Policy/ Guidelines and any other law. Necessary undertaking in this regard shall be provided by the applicant.

14. In the event of any shortfall in project funds, or non-collection of the contributions from the constituent units in successful completion of the project, the same will have to be mobilized and brought in by SPV M/s TEPL.

15. The SPV shall make endeavor to attract investment from following 7 units who have confirmed their investment in the said EMC towards setting up of their electronic manufacturing facilities:

- (i) M/s OPPO Mobile India Pvt. Ltd.
- (ii) M/s Hebes Electronics Pvt. Ltd.
- (iii) M/s Infopower Technologies Ltd.
- (iv) M/s GLMTD Technology Pvt. Ltd.
- (v) M/s Foxlink Technical India Pvt. Ltd
- (vi) M/s Foxlink Powerbank International Technology Pvt. Ltd.
- (vii) M/s Glorytek Science India Private Limited

16. The first installment of Grant-in-aid (i.e. 20% of the Grant-in-aid) will be released after compliance of other terms & conditions as mentioned in this approval letter and fulfilling of the below mentioned criteria's:

- a) Submission and execution of the requisite administrative legal documents viz; Bond, Memorandum of Agreement, Tripartite ESCROW Agreement (TPA), Bank Guarantee etc.
- b) After deposition of the equivalent proportionate contribution into the ESCROW account.
- c) After submission of the revised funding plan from the funding resources from the SPV/constituents units.

17. The second Installment (i.e. 30% of the Grant-in-aid) to be released on compliance of the following conditions:

- a) The Structure of the SPV should comply with the "Guidelines for constitution of Special Purpose Vehicle (SPV) for implementation of Electronics Manufacturing Clusters (EMCs) dated 30th January 2014."
- b) There should be at least three representatives of the concerned Government on the Board of Directors in the SPV.

- c) After utilization of 80% of first installment and proportionate contribution from constituent units/ State Government etc.
- d) On recommendations of the Project Review Committee (PRC)

18. Third Installment of Grant-in-aid (i.e. 30% of Grant-in-aid) to be released on compliance of the following condition:

- a) At least two constituent units should have started setting up of manufacturing facilities within EMC
- b) Submission of all pending approvals viz. layout approvals, all environmental related approvals etc. from the concerned authorities, fire-fighting plan, Clearance from Chief Controller of Explosives etc. from concerned authorities.
- c) After utilization of 80% of second installment and proportionate contribution from constituent units/ State Government etc.
- d) On recommendations of the Project Review Committee (PRC)

19. Fourth installment (i.e. 20% of Grant-in-aid) will be released on compliance of the following conditions:

- a) Allotment of at least 80% of the saleable land to constituent units.
- b) Construction and setting up of manufacturing facility should have been started by at least 50% of the land allottees.
- c) After utilization of 100 % of earlier installments and proportionate contribution from constituent units/ State Government etc.
- d) On successful completion of the project as decided
- e) On recommendations of the Project Review Committee (PRC)

20. The Government of India's disbursement will be effected to the escrow account only when proportionate contribution from SPV is deposited in the escrow account. All the payment to SPV M/s TEPL will be released subject to and in accordance to clause 6.13 of the EMC Guidelines. The deposits in the escrow account shall be utilized only for authorized expenditure for the approved project. The Bank Guarantee mentioned in clause 6.13 of the EMC Guidelines shall be in a form acceptable to MeitY.

21. SPV shall provide status on quarterly basis to Project Monitoring Committee (PMC)/ MeitY on physical/ financial progress and the units being set up/ proposed to be set up in the EMC and ensure that at least 75% of the units should be engaged in Electronics System Design and Manufacturing (ESDM) as per M-SIPS Policy.

22. SPV shall be responsible for timely execution of the project and proper utilization of the funds.

23. The Grant-in-aid sanctioned by the Government of India would be utilized only for the project components mentioned in this letter.

24. Any escalation in the approved project cost or cost of the individual project component(s) shall be solely borne by the SPV. SPV shall arrange additional funds, if any required, to meet time and cost overruns. The Central grant for the purposes shall be limited to amount approved for Grant-in-aid as per this approval letter.



25. In the event of reduction of cost in a project component, the Central grant shall automatically get reduced on pro-rata basis for the said project component.
26. It shall be the responsibility of SPV to obtain necessary approvals and clearances as applicable before implementation.
27. SPV shall submit the "Utilization Certificate" on the basis of audit done by Chartered Accountant and after the acceptance of the same by its Board of Directors.
28. SPV shall maintain subsidiary accounts of the GOI grant and furnish to the Accounts Officer a set of audited statement of accounts. These audited statements of accounts should be furnished after utilization of Grant-in-aid or whenever called for.
29. SPV shall undertake all procurement of goods, equipment and services or any other item through a transparent and competitive procurement process. Appropriate performance guarantees should be built in the agreement(s) to ensure timely and good quality delivery of goods and services procured.
30. In case MeitY, Government of India is of the opinion that the implementation of the project or operation of the SPV is not satisfactory or in case of disputes amongst the Board members of the SPV, the Government of India would have the powers to effect a change in the management of the SPV or issue such directions as may be necessary. The Articles of Association of the SPV shall be suitably formulated and if required modified to enable the Government of India to enforce, if required the above conditions stipulated while sanctioning the Grant-in-aid.
31. Any other special terms and conditions or procedures for transaction of business, as Government may desire to be followed by the SPV, shall be incorporated in the Articles of Association of the SPV before release of Grant-in-aid.
32. The SPV shall appoint a Managing Director or Chief Executive Officer with approval of its Board of Directors. However, the appointment shall need ratification by the Ministry of Electronics and Information Technology thereafter. SPV or the Managing Director of the SPV, as the case be, would be the Drawing and Disbursing Officer for the amounts released under this approval letter.
33. SPV shall submit performance-cum-achievement report before applying for the next installment as grant (within 6 months from end of every Financial Year).
34. Accounts of SPV shall be open to inspection by the Ministry of Electronics and Information Technology and audit, both by the Comptroller and Auditor General of India under the provision of CAG (DPC) Act 1971 and internal audit by the Principal Accounts Office of the Ministry of Electronics and Information Technology, whenever SPV is called upon to do so.
35. SPV shall complete process for transfer of the roads and Right of Way as per proposal to Govt. of India for the Project.



36. The assets acquired wholly or substantially out of Government of India's Grant-in-aid shall not, without the prior sanction of the Government of India, be disposed of, encumbered or utilized for the purpose other than for which the Grant-in-aid has been released.
37. SPV shall provide a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in latest format prescribed in GFR or notified by Ministry of Finance on time to time as and when required by the Government of India. The Utilization Certificate should be submitted within six months of the closure of the financial year by the SPV. Receipt of such certificate shall be scrutinized by MeitY. Where such certificate is not received from the SPV within the prescribed time, the Ministry or Department will be at liberty to blacklist such Chief Promoter and/ or the SPV from any future grant, subsidy or other type of financial support from the Government.
38. SPV shall maintain a register of permanent and semi-permanent assets acquired wholly or mainly out of the funds of Grant-in-aid on the basis of Form GFR -19 or in the Form notified by Ministry of Finance on time to time.
39. SPV shall furnish a return of such assets acquired during a financial year in the Form-GFR-19 or as prescribed by Ministry of Finance on time to time basis.
40. The SPV shall fix user charges for various facilities and services provided by under the Project in order to ensure that it fully recovers the O&M cost and make the Project sustainable.
41. In case of winding up, dissolution, etc. of the SPV, at any point in time, all assets and any unutilized grant shall automatically vest with the Government of India.
42. SPV shall report on the physical progress as well as the expenditure incurred in the Project to the Nodal Officer of the EMC Scheme every quarter.
43. MeitY shall display on its website the details of the Project approved and the progress of its implementation.
44. Out of the Grant-in-aid, the administrative expenses (incurred during the execution of the project) shall be limited to that approved as per this approval letter. Administrative expenses beyond this amount shall be met by SPV from its own resources.
45. In the event of failing to comply with the conditions laid out in EMC Scheme and/ or Guidelines and/ or this approval letter (including the utilization of land) at any time, SPV shall be liable to refund to the President of India the entire amount of the Grant-in-aid with interest @ Prime Lending Rate (PLR) per annum of RBI thereon and will be liable to such other penalties as provided under the approval and any other law. MeitY shall also be entitled to take legal action for recovery of the dues as may be considered appropriate.
46. SPV shall submit all relevant documents within the timelines as specified in the EMC Scheme and Guidelines, demonstrating the fulfillment of all terms and conditions precedent at each stage.




47. The contents of this approval letter shall prevail in case of any conflict with any previous communication from MeitY/ GOI in this regard.

48. The terms and conditions of this approval letter are in addition to the standard terms and conditions mentioned in Annexure – 8 of the EMC Guidelines. In case of any conflict between the terms and conditions mentioned in this approval letter and the terms and conditions mentioned in the EMC Scheme or EMC Guidelines or any other terms and conditions imposed on the SPV regarding the Project, Government of India shall have the sole authority and right to decide which terms and conditions shall prevail and the decision of the Government of India shall be final and binding on the SPV.

49. In case of any dispute, Secretary, Ministry of Electronics and Information Technology, Government of India, shall be the sole "Arbitrator" and his decision shall be final and binding for all concerned.

Yours faithfully,


(Sanjay Koul) 21.2.2018

Principal Technical Officer
Tel: 011-24301281

Copy to:

1. PS to Hon'ble Minister(E&IT)for kind information of Hon'ble Minister(E&IT),Govt. of India
2. PS to Hon'ble MOS(E&IT) for kind information of Hon'ble MoS(E&IT), Govt. of India
3. Secretary, MeitY
4. AS&FA, MeitY
5. Additional Chief Secretary, Department of IT and Electronics , Government of Uttar Pradesh


(Sanjay Koul)

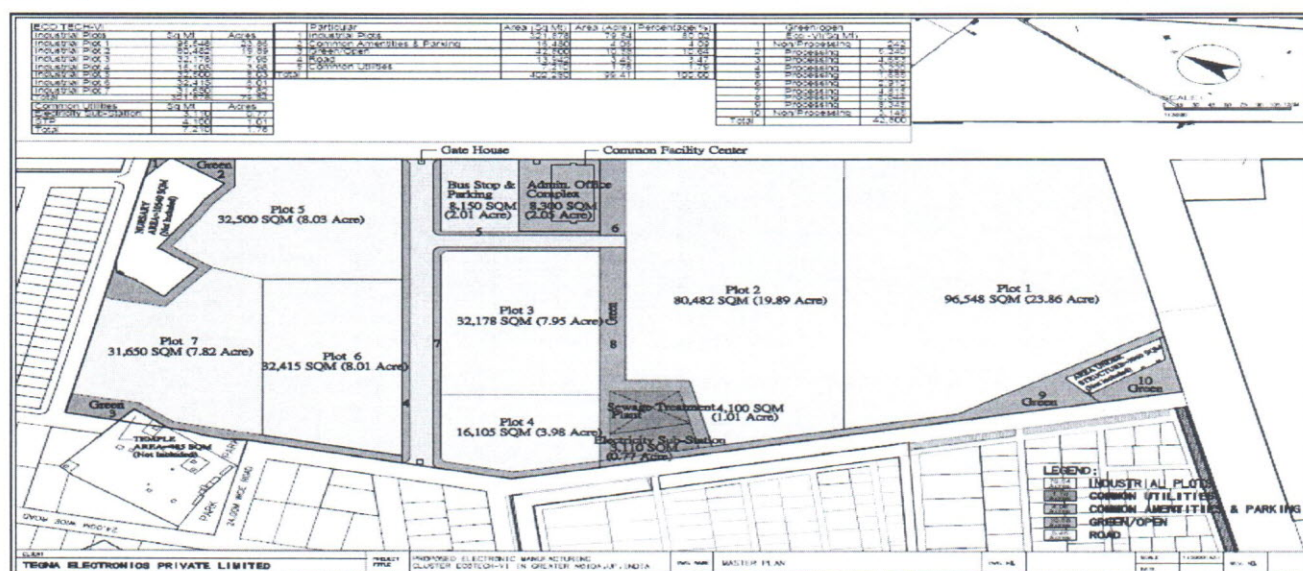
Principal Technical Officer
Tel: 011-24301281

Definitions:

Capitalized terms used in the approval letter no. 36(40)/2017-IPHW (Vol.II) dated 21st February, 2018 issued to M/s TEGNA Electronics Pvt. Ltd. (TEPL) shall have the meaning ascribed to such terms in the EMC Scheme and EMC Guidelines and where such terms are not defined therein, the terms shall have the meaning, unless the context otherwise requires, as provided below:

1. **SPV:** M/s TEGNA Electronics Pvt. Ltd. (TEPL)
2. **Grant-in-aid:** Financial assistance provided by MeitY towards implementation of the project (refer para 4.1 of the EMC Scheme dated 22nd October, 2012).
3. **Project:** Project for setting up of Greenfield EMC at Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh submitted by M/s TEGNA Electronics Pvt. Ltd. (TEPL)
4. **MeitY:** Ministry of Electronics and Information Technology, Government of India.
5. **PLR:** Prime Lending Rate as issued by RBI prevailing at the time occurrence of the event.
6. **GOI:** Ministry of Electronics and Information Technology acting for and on behalf of the President of India
7. **Form GFR-19:** General Financial Rules (GFR) issued by Ministry of Finance, Government of India from time to time.
8. **EMC Scheme:** Electronic Manufacturing Scheme Notification No. 252 dated 22nd October, 2012 in Part-I, Section 1 of the Gazette of India (Extraordinary) [F.No. 8(50)/2011-IPHW]
9. **EMC Guidelines:** Guidelines for Electronics Manufacturing Clusters (EMC) Scheme to provide world class infrastructure for attracting investments in the Electronics Systems Design and Manufacturing (ESDM) Sector dated 15th April, 2013 [F.No. 8(50)/2011-IPHW].
10. **SPV Guidelines:** Notification of Guidelines for constitution of Special Purpose Vehicle (SPV) for implementation of Electronics Manufacturing Clusters (EMCs) dated 30th January, 2014 [F.No. 8(131)/2012-IPHW].
11. **Accounts Officer:** Accounts Officer appointed by Ministry of Electronics and Information Technology
12. **Utilization certificate:** Utilization Certificate stipulated as per format prescribed in GFR/ notified by Ministry of Finance on time to time.

(a) Pictorial representation of the Greenfield EMC site :



Land document as submitted by M/s TEGNA Electronics Pvt. Ltd. regarding Greenfield EMC at Plot No.-1, Block-C, Ecotech-VI Industrial Area, Greater Noida, Uttar Pradesh*



GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

POSSESSION CERTIFICATE

Letter No. IND/2017/1022
Date 16/08/2017

Plot Code IND
Allotment No. ONL/ND2016-020010
Plot No. 01
Block No. C
Sector VI

Lessee / Allottee's Name
& Address M/S TEGNA ELECTRONICS
Pvt. Ltd.
2nd floor, Radika business park
Sohna road, Gautam, Hazratnagar

Status/Boundaries of plot	Dimensions	Area (In Sq. m.)	Remarks
North-East	<u>Per Lease Plan</u>	<u>402280 sqm</u>	
South-West			
South-East			
North-West			


Site plan of the plot is enclosed herewith.

I/We have taken over possession of the plot No. 01 Block No. C Sector Ecotech-VI on

I/We agree with the plot size, area, earmarked in the enclosed plan and the plot is free from encroachment.

Possession handed over by

Possession taken over by


[Signature]


[Stamp]

H-169, SECTOR-GAMMA, GREATER NOIDA CITY
DISTT. GAUTAM BUDH NAGAR (U.P.)
PIN - 201 308

Signature of the lessee

Copy to

1. Lessee
2. General Manager (Property)


[Signature]

PLOT NO. 1
 163

24 M WIDE ROAD

391.93

431.34

TEMPLE

24 M WIDE ROAD

645.70

1030.01














894.20

60 M WIDE ROAD

358.01

60 M WIDE ROAD

TOTAL AREA-416365.00 SQM
 UNDER STRUCTURE-3060.00SQM
 NURSARY AREA-10540.00 SQM
 TEMPLE AREA -485.00 SQM
 NET AREA -402280 SQM

 LEASE PLAN OF PLOT NO.-1 BLOCK-C SECTOR ECOTECH-6 GREATER NOIDA	SIGN POSSESSION HANDLED OVER	NORTH 
	PROJ. DEPTT <div style="display: flex; justify-content: space-around;"> <div>  ASST. MANAGER </div> <div>  MANAGER </div> <div>  SR. MANAGER </div> </div>	
	LAND. DEPTT <div style="display: flex; justify-content: space-around;"> <div>  LEKHIPAL </div> <div>  NAYAB TAHSEEL DAR </div> <div>  TAHSEEL DAR </div> </div>	
	LAW. DEPTT <div style="display: flex; justify-content: space-around;"> <div>  ASST. MANAGER </div> <div>  MANAGER </div> </div>	
	PLANIG. DEPTT <div style="display: flex; justify-content: space-around;"> <div>  SR. DRAFTSMAN </div> <div>  SR. EXECUTIVE </div> </div>	
 GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT		

*Land and Plot details as per lease deed no. P 24322/2017 dated 1st August, 2017 executed between Greater Noida Industrial Development Authority and M/s TEGNA Electronics Pvt. Ltd.