

भारत सरकार
GOVERNMENT OF INDIA
संचार और सूचना प्रौद्योगिकी मंत्रालय
MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY
इलेक्ट्रॉनिकी और सूचना प्रौद्योगिकी विभाग
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY
Website: www.deity.gov.in

संख्या
No. 36 (10)/2015 – IPHW (Vol II)

दिनांक
31st August, 2016
Date.....

To
Shri Dev Baul,
General Manager (Special Projects)
M/s. West Bengal Electronics Industry Development Corporation Ltd. (WEBEL)
WEBEL Bhavan, Block-EP&GP,
Sector –V, Salt Lake
Kolkata – 700 091

Subject: Electronics Manufacturing Cluster Scheme –“Final Approval” for setting up of Greenfield Electronics Manufacturing Cluster at Naihati Town, North 24 Parganas District, West Bengal.

References:

- i. Final application submitted vide letter dated 5th March, 2015 and subsequent documents/correspondences submitted by the applicant i.e. M/s. West Bengal Electronics Industry Development Corporation Ltd. (WEBEL)
- ii. EMC scheme Gazette Notification no: 252 dated 22nd October, 2012 [F. No. 8(50)/2011-IPHW]
- iii. Guidelines for operationalization of EMC scheme dated 15th April, 2013 [F.No. 8(50)/2011-IPHW]
- iv. Guidelines for constitution of SPV for implementation of EMC(s) dated 30th January, 2014 [F. No. 8(131)/2012-IPHW]

Sir,

Reference is invited to final application submitted vide letter dated 5th March, 2015 and subsequent communications seeking grant assistance under Electronics Manufacturing Cluster (EMC) scheme from this Department for setting up of Greenfield Electronics Manufacturing Cluster at Naihati Town, North 24 Parganas District, West Bengal . The said application and documents submitted by you have been considered by the Department of Electronics and Information Technology (DeitY) 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 at Naihati Town, North 24 Parganas District, West Bengal with a project cost of Rs. Rs.58,30,84,462/- (Rupees Fifty Eight Crore Thirty Lakh Eighty Four Thousand Four Hundred and Sixty Two only) [excluding land cost] including a Central Grant of Rs. 25,69,337/- (Rupees Twenty Five Crore Sixty Nine Lakh Thirty Four Thousand Three Hundred and Thirty Seven only).

इलेक्ट्रॉनिक्स निकेतन
6, सी.जी.ओ. कॉम्प्लेक्स
नई दिल्ली-110003

ELECTRONICS INDIA
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NEW DELHI-110003

Central Grant of Rs. 25,69,34,337/- (Rupees Twenty Five Crore Sixty Nine Lakh Thirty Four Thousand Three Hundred Thirty Seven only).

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 DeitY.

#	Project Parameters	Details															
1.	Name of the Applicant	M/s. West Bengal Electronics Industry Development Corporation Ltd. (WEBEL), Chief Promoter															
2.	Location of the Greenfield EMC	<div>Naihati Town, North 24 Parganas District, West Bengal (Ref. land record(Indenture) no : 03453/012 dated 23rd March 2012 executed between the Governor of the State of West Bengal and West Bengal Industrial Development Corporation Limited and permissive possession offered by WBIDC to WEBEL placed at Annexure –B)</div> <table><tr><th>Mauza</th><th>J.L. No</th><th>P.S</th><th>I.A Case No.</th><th>Area in acres</th></tr><tr><td>Rampur</td><td>10</td><td>Bizpur</td><td>4/10 of 08-09</td><td>37.590</td></tr><tr><td>Malancha</td><td>11</td><td>Bizpur</td><td>4/18 of 08-09</td><td>32.44</td></tr></table>	Mauza	J.L. No	P.S	I.A Case No.	Area in acres	Rampur	10	Bizpur	4/10 of 08-09	37.590	Malancha	11	Bizpur	4/18 of 08-09	32.44
Mauza	J.L. No	P.S	I.A Case No.	Area in acres													
Rampur	10	Bizpur	4/10 of 08-09	37.590													
Malancha	11	Bizpur	4/18 of 08-09	32.44													
3.	Area of the EMC	<div>70 Acres</div> <ul style="list-style-type: none">Processing area: 63.87 Acres (91.24%)Non-Processing area: 6.13 Acres (8.77%)															
4.	Sector identified for the EMC	Consumer Electronics Health & Medical Electronics, Industrial Electronics, LED Lighting Solar PV etc.															
5.	Timelines for formation of SPV	9 months from the date of issue of final approval in compliance with the Guidelines for the constitution of SPV dated 30.01.2014 issued by DeitY															
6.	Project implementation Timeline	Thirty Six (36) months from date of issue of final approval <i>(Implementation in two phases with 18 months each)</i>															

TERMS AND CONDITIONS

3. This approval and Grant-in-aid is subject to compliance by Chief Promoter (WEBEL) or the SPV (as the case may be) to the EMC scheme and Guidelines and other instructions, orders etc. issued by the Government of India from time to time and the terms and conditions stipulated hereinafter. The 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 as approved by the competent authority under Electronics Manufacturing

Clusters (EMC) Scheme. The Chief Promoter (WEBEL) or the SPV (as the case may be) undertakes to comply with the eligible activities, break-up of project cost and funding pattern as provided in the table below:

			<i>Amount in Rupees</i>
S.No.	Project Component	Quantity	Cost
A	Basic Development		
1	<i>Boundary Wall including Entry Gate</i>	2357 Mtrs.	
1a	Boundary Wall	2357 Mtrs.	2,86,10,282
1b	Entry Gate	1(No.)	11,31,680
	Total cost		2,97,41,962
2	<i>Internal Roads with Storm Water Drains & Utility Duct</i>		
	Internal Road	40 (10 Mtrs.)	4,05,49,919
2a	Road Length: 400 Mtrs. Width: 20.5 Mtrs.		
	15 Mtrs. Wide ROW with 500mm x500 mm Drain	136 (10 Mtrs)	8,59,77,827
2b	Road Width: 15 meters Length: 1360 meters		
	7.5 Mtrs Wide ROW	161(10 Mtrs)	3,17,74,200
2c	Road Width: 7.5 meters Length: 1610 meters		
	2 Mtrs. Wide Pathway	650 (10 Mtrs)	21,90,319
2d	Length: 6500 meters		
	Total cost		16,04,92,265
3	Parking Area Car Parking Space(capacity (104 No's) Truck Parking Space (Capacity (10 No's)	1456.9 Sq.Mtrs.	51,57,426
4	Street Lighting	300 (Nos)	2,13,46,245
5	<i>Site Clearing & Development of Landscape</i>		
5a	Site Grading		35,28,534
5b	Landscaping (Trees plantation & Horticulture work)		39,62,391
	Total cost		74,90,925
6	Water Harvesting Borewell: 300 mm Diameter Depth: 100 mtrs.		1,95,43,316
	Sub Total (A)		24,37,72,139
B	Essential Services		
1	Admin block with Government Regulatory Services (GF)	386 Sq.mtrs.	70,12,076
2	Central Ware Housing & Raw Material Block (33 m x 30 m x 4 m H) (GF)	10652 sq. ft	97,31,569
3	Product Design House (GF+FF)	792.5 Sqmt	1,43,96,555
4	Space for Ambulance & Fire Tender (Parking Space for 2 Fire Tender, 1 Ambulance)	3 Unit (5 m x 10m)	17,03,774
5	Water Treatment Plant with Distribution 150 mm diameter K-9 pipe 100mm diameter K-9 pipe		4,19,43,152

	2 Pump house 15 Valve Chamber Deep tube well- 2 Nos (Depth 250 mtrs.)		
6	Electrical Sub Station/Distribution: 11 KV distribution System with 4 (No's) Transformer having power capacity of 315 KVA (3 Transformer each) and 215 KVA (1 Transformer)		2,03,43,121
7	Waste Disposal (Civil & Mechanical)		9,09,283
	Sub Total (B)		9,60,39,530
C	Welfare Services		
1	Local Shopping Centre Cum Departmental Store (GF+FF)	842 Sq.mtrs.	1,52,95,772
2	Creche/Nursery, Health Centre, Bank & ATM(GF+FF)	842 Sq.mtrs	1,52,95,772
3	Food Court (GF)	256 Sq.mtrs	46,50,496
4	Employee Hostel & Mess with Guest House (2 No's) (GF+FF)	2300 Sq.mtrs	4,17,81,800
	Sub Total (C)		7,70,23,840
D	Support Services		
1	Trade Pavilion (GF+FF)	1840 Sq.mtrs	3,34,25,440
2	Convention Hall (GF+FF)	1840 Sq.mtrs	
3	Skill Development Centre (GF+FF)	792.5 Sq.mtrs	
4	IT Infrastructure/Telecom conduit		8,40,000
	Sub Total (D)		3,42,65,440
E	Manufacturing Support		
1	Testing & Certification Centre (GF+FF)	1080 Sq.mtrs	1,96,19,280
2	R&D Incubation & Consultancy Services (GF+FF)	1080 Sq.mtrs	
3	Tool Room (GF+FF)	792.5 Sq.mtrs	1,43,96,555
4	Machinery & Equipment Cost (Refer Annexure-C)		7,37,46,254
5	Pollution Lab & Equipment (Refer Annexure-D)		72,38,382
	Sub Total (E)		11,50,00,471
F	Total Cost (A+B+C+D+E)		56,61,01,420
G	Administrative expenses @ 3%		1,69,83,042
	Grand Total (Infrastructure development) (F+G)		58,30,84,462

5. The details of the eligible project cost and Grant-in-aid for the project approved by the competent authority under the Electronics Manufacturing Clusters scheme are as provided in table hereunder. The Chief Promoter M/s. WEBEL or the SPV (as the case be) undertakes to comply with the project cost as provided herein.

Amount in Rupees

#	Parameter	Area (In Acres)	Project Cost	Grant-in-aid (from GoI)
1	Processing area	63.87	46,16,39,332	23,08,19,666
2	Non processing area	6.13	9,31,55,733	1,86,31,147

3	Administrative expenses		74,83,524	74,83,524
	Total		56,22,78,589	25,69,34,337

6. The Chief Promoter (WEBEL) or the SPV (as the case may be) undertakes to ensure the contribution from Constituent units/Chief Promoter so as to ensure the project finances are met to the tune of Rs. 58.31 crore as mentioned by M/s. WEBEL in the application/DPR. The broad details of the financial contribution from various sources are as follows:

Rupees in crore

S. No.	Funding Sources	Amount
1	Grant-in-Aid from Govt. of India	25.70
2	Contribution from Constituent Units	14.57
3	WEBEL Equity Contribution through Budgetary funds	4.42
4	Term loan from West Bengal Infrastructure Development Finance Corporation Ltd. (WBIDFC)	13.62
	Total	58.31

7. **Implementation schedule:** The project components wise implementation schedule of the Project approved by the competent authority under the Electronics Manufacturing Cluster scheme are as provided in table below. The Chief Promoter (WEBEL) or the SPV (as the case be) undertakes to implement the Project within the approved timelines as proposed in its application. 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.

- Total duration of the Project: 36 Months from the date of issue of final approval.
- Project Component-wise timelines:

Particulars	Timeline (Phase-I)	Timeline (Phase-II)
Basic Development		
Boundary wall including Entry Gate , Water Harvesting	12 months (6th to 18th month)	
Roads , Internal Parking work	12 months (6th to 17th month)	
Storm Water Drainage work	11 months (8th to 18th month)	
Street lighting	3 months (16 th to 18 month)	
Site Clearing & Development of Landscape	5 months (6th to 10th month)	
Allotment of Industrial Plots	6 months (13th to 17th month)	14 months (19 th to 32 nd month)
Essential Services		
Admin block with Government Regulatory Services	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Central Ware Housing & Raw Material Block	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Product Design House	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Space for Ambulance & Fire Tender		Within 36 months
Water Treatment Plant with Distribution		Within 36 months
Electrical/power Sub Station/Distribution Works	12 months (6 th to 18 th month)	
Waste Disposal (Civil & Mechanical)		
Sewerage work	9 months (9 th to 17 th month)	

Particulars	Timeline (Phase-I)	Timeline (Phase-II)
Welfare Services		
Local Shopping Centre Cum department Store	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Creche/Nursery, Health Centre, Bank & ATM	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Food Court	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Employee Hostel & Mess	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Guest House	6 months (7 th to 12 th month)	12 months (19 th to 30 th month)
Support Services		
Trade Pavilion	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Convention Hall	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Skill Development Centre	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
IT Infrastructure	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Telecom conduit	6 months (9 th to 14 th month)	12 months (19 th to 30 th month)
Manufacturing Support Services		
Testing & Certification Centre		11 months (19 th to 29 th month)
R&D Incubation & Consultancy Services		11 months (19 th to 29 th month)
Tool Room		11 months (19 th to 29 th month)
Tendering Process for Supplier	2 months (17 th to 18 th month)	2 months (19 th to 20 th month)
Procurement & Commission		12 months (24 th to 35 th month)
Project Completion		36 month

8. Chief Promoter (WEBEL) shall ensure that SPV is formed 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 DeitY 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, the Chief Promoter (WEBEL) or the SPV (*as the case be*) 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. The Chief Promoter (WEBEL) or the SPV (*as the case be*) will also be liable to such other penalties as provided under the approval and any other law. DeitY may also take legal action for recovery of the dues as may be considered appropriate.

9. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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 Department of Electronics and Information Technology from time to time. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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, the Chief Promoter (WEBEL) or the SPV (*as the case be*) 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. DeitY may also take legal action for recovery of the dues as may be considered appropriate.

10. The Chief Promoter (WEBEL) or the SPV(*as the case be*)shall create an Escrow account with a Nationalized Bank and shall provide the details thereof to the Department of Electronics and Information Technology (DeitY), Government of India. The Government of India shall enter into a Tripartite Agreement (TPA) with the Chief Promoter (WEBEL) or the SPV (*as the case be*) and the Bank where the escrow account of the Chief Promoter (WEBEL) or the SPV (*as the case be*) 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. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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. The Chief Promoter (WEBEL) or the SPV (*as the case be*)shall ensure that a minimum of 75% units within the EMC should be from among the verticals covered under Modified Special Incentives Package Scheme.

12. The disbursement of Grant-in-aid shall be made on *paripassu* basis i.e. all proportionate payments to be released after the corresponding share to be mobilized by the Chief Promoter (WEBEL) or the SPV (*as the case be*)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. In the event of any shortfall in project funds, or non-collection of the contributions from the constituent units, the same will have to be mobilized and brought in by Chief promoter M/s. WEBEL as committed vide letter no:01:WEBEL:121:15:1000 dated 3rd August,2015.

14. The first installment of Grant-in-aid (i.e. 20% of the Grant-in-aid) will be released after complying the terms and conditions stipulated in para 38 below and after submission and signing of the requisite administrative legal documents viz. Bond, Memorandum of Agreement, Tripartite Agreement (TPA) etc. and compliance of other terms & conditions as mentioned in this approval letter and fulfilling of the below mentioned criteria's i.e.

- i. M/s. WEBEL shall provide a firm financial commitment on behalf of the constituent units for funding Rs. 14.57 crore towards the proposed EMC.
- ii. M/s. WEBEL shall also submit the Bank account statement showing the collection of at least 10% (i.e. Rs. 1.46 crore) of 25% financial contribution from constituent units.
- iii. Submission and execution of the administrative legal documents viz. Bond, Bank Guarantee, Memorandum of Agreement and Tripartite Agreement etc.

The second and subsequent installments will be released as mentioned below:

- i. Second installment of Grant-in-aid, i.e. 30% of the Grant-in-aid will be released on compiling the following conditions:
 - a) The SPV should be constituted in compliance with the requirements of “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 one representative of the concerned Government or its agency on the Board of Directors in the SPV.
 - c) Submission of approved layout plans
 - d) Allotment of land to at least 5 constituent units (or at least 10% of land whichever is higher)
 - e) Submission of application(s) under M-SIPS by at least 2 constituent units of the EMC.
 - f) Receiving the layout approval, environmental related approvals, water withdrawal approvals and power sanction for the proposed EMC
 - g) After utilization of 80% of first installment and proportionate contribution from constituent units/Financial Institution.
 - ii. Third installment of Grant-in-aid i.e. 30% of the Grant-in-aid will be released on the following conditions:
 - a) Allotment of land to at least 7 constituent units (or at least 20% of land whichever is higher)
 - b) At least two constituents units should have started setting up of manufacturing facilities or at least one constituents units should have started construction within the EMC.
 - c) Submission of application(s) under M-SIPS by at least 3 constituent units of the EMC.
 - d) 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*”.
 - e) Submission of all pending approvals viz. fire-fighting plan, clearance from Chief controller of Explosives etc. from the concerned authorities
 - f) After utilization of 80% of second installment and proportionate contribution from constituent units/ Financial Institution.
 - iii. Fourth installment of Grant-in-aid i.e. 20% of the Grant-in-aid will be released on completion of the project along with complying the following conditions:
 - a) Allotment of at least 80 % of the saleable land to the constituents units.
 - b) The production should have commenced by at least first allottees of the land.
 - c) Construction and setting up of manufacturing facility should have started by 50 % of the land allottees.
 - d) Successful completion of the project.
15. The Government of India's disbursement will be effected to the escrow account only when proportionate contribution from the Chief promoter or the SPV (*as the case be*) is

deposited in the escrow account. All the payment to the Chief promoter or the SPV (*as the case be*) 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.

16. The Chief Promoter (WEBEL) or the SPV(*as the case be*) shall provide status on quarterly basis to Project Monitoring Committee (PMC)/ DeitY on 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.

17. In the event of considerable and persistent delay of the project, DeitY 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 penalties.

18. Any escalation/enhancement in the approved project cost will have to be fully borne by the applicant (Chief Promoter (WEBEL) or the SPV as the case be)

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

20. Any escalation/enhancement in the cost of the individual project components shall be solely borne by Chief Promoter (WEBEL) or the SPV (*as the case be*). The WEBEL or the SPV (*as the case be*) 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.

21. 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.

22. The Chief Promoter M/s. WEBEL along with SPV shall be responsible for timely execution of the project and proper utilization of the funds.

23. It shall be the sole responsibility of the Chief Promoter (WEBEL) or the SPV(*as the case be*) to obtain necessary approvals and clearances as stipulated as per law.

24. The Chief Promoter (WEBEL) or the SPV(*as the case be*) 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.

25. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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.

26. The Chief Promoter (WEBEL) or the SPV(*as the case be*) 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.

27. In case the DeitY, 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 right 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.

28. 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.

29. 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 Department 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.

30. The Chief Promoter (WEBEL) or the SPV (*as the case be*) shall submit performance-cum-achievement report before applying for the next installment as grant (within 6 months from end of every Financial Year).

31. Accounts of the Chief Promoter (WEBEL) or the SPV (*as the case be*) shall be open to inspection by the Department 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 Communication and Information Technology or Department of Electronics and Information Technology, whenever the SPV is called upon to do so.

32. The Chief Promoter (WEBEL) or the SPV (*as the case be*) shall complete process for transfer of the roads and Right of Way as per proposal to Govt. of India for the Project.

33. 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.

34. The Chief Promoter (WEBEL) or the SPV (*as the case be*) shall provide a certificate of actual utilization of the grants received for the purpose for which it was sanctioned in Form GFR 19-A 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 DeitY. 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.

35. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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.

36. The Chief Promoter (WEBEL) or the SPV (*as the case be*) shall furnish a return of such assets acquired during a financial year in the Form-GFR-19.

37. 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.

38. 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.
39. The Chief Promoter (WEBEL) or the SPV(*as the case be*) 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.
40. DeitY shall display on its website the details of the Project approved and the progress of its implementation.
41. 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 the Chief Promoter (WEBEL) or the SPV (*as the case be*) from its own resources.
42. In addition to above, the following conditions will also be applicable on the Chief Promoter (WEBEL) or the SPV(*as the case be*):
- I. The land for the project shall be transferred by the Chief Promoter M/s. WEBEL to the SPV. Necessary undertaking in this regard shall be provided by the Chief Promoter M/s. WEBEL immediately.
 - II. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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. The applicant shall submit an undertaking to this effect.
 - III. The Chief Promoter (WEBEL) or the SPV (*as the case be*) shall ensure that the following units make investment toward electronic manufacturing in the Cluster being set up in the project:
 - i. M/s. COSSCO Communication Limited
 - ii. M /s Switching AVO Electro Power Ltd
 - iii. M/s Cosmo Enterprise
 - iv. M/s Smart Power Automation
 - v. M/s Signotron (India) Pvt Ltd
 - vi. M/s Shyamrai Electronics
 - vii. M/s Cassio Electronics Pvt Ltd
 - viii. M/s OPTO Equipment's
 - ix. M/s Baid Power Services Pvt. Ltd.
43. 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, the Chief Promoter (WEBEL) or the SPV(*as the case be*) 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. DeitY shall also be entitled to take legal action for recovery of the dues as may be considered appropriate.

44. The Chief Promoter (WEBEL) or the SPV (*as the case be*) 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.

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


46. 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 Chief Promoter (WEBEL) or the SPV(*as the case be*) 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 Chief Promoter (WEBEL) or the SPV(*as the case be*).

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


(Rajiv Bansal)
Joint Secretary to Government of India
Tel: 011-24363114

Copy to:

1. PS to Hon'ble MCIT for kind information of Hon'ble MCIT, Govt. of India
2. Secretary, DeitY
3. JS&FA, DeitY
4. Secretary-Department of Information Technology, Government of West Bengal


(Rajiv Bansal)
Joint Secretary to Government of India
Tel: 011-24363114

Definitions - Annexure A

The terms used in the approval letter No. 36(10)/ 2015-IPHW(Vol.II) dated..... issued to M/s. West Bengal Electronics Industry Development Corporation Ltd. (WEBEL), Chief Promoter 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. **Chief Promoter:** The applicant – M/s West Bengal Electronics Industry Development Corporation Ltd. (WEBEL) is the Chief Promoter.
2. **SPV:** The applicant will constitute the SPV as per 'Guidelines for constitution of SPV', issued by DeitY on 30th January, 2014.
3. **Grant-in-aid:** Financial assistance provided by DeitY towards implementation of the project (Refer para 4.1 of the EMC scheme dated 22nd October, 2012).
4. **Project:** Project for setting up of Greenfield Electronics Manufacturing Cluster at Naihati town in district of North 24 Parganas, West Bengal
5. **DeitY:** Department of Electronics and Information Technology, Ministry of Communication and Information Technology, Government of India.
6. **PLR:** Prime Lending Rate as issued by RBI prevailing at the time occurrence of the event.
7. **GoI:** Ministry of Communication and Information Technology acting through Department of Electronics and Information Technology 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 Department of Electronics and Information Technology (DeitY).
12. **Utilization certificate:** Utilization Certificate stipulated as per Form GFR 19.

Layout of the EMC

