
**ELECTRONICS
MANUFACTURING CLUSTER
LAND ALLOTMENT POLICY, 2020**

GREENFIELD ELECTRONICS MANUFACTURING CLUSTER
TUEM, PERNEM, GOA

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PREAMBLE 1

1.1. Project Background.-

1.1.1. Department of Information & Technology, Government of Goa (DoIT) is setting up a Greenfield Electronics Manufacturing Cluster (EMC) in Tuem village of Pernem Taluka, Goa.

1.1.2. DoIT has received approval (**Approval doc no 36(31)/2016-IPHW (Vol.II) dt. 03/03/2017**) under Greenfield Electronic Manufacturing Clusters Scheme promoted by Ministry of Electronics and Information Technology (MeitY), Ministry of Communications & IT, Government of India for setting up the first Greenfield electronic manufacturing cluster in the State.

1.2. Project Site.-

1.2.1. **Location:** The project site identified for development of the Greenfield EMC is located at Tuem Village in Pernem Taluka, admeasuring approx. 5,97,125 square meters in Tuem Village in Pernem Taluka, Goa bearing in Survey Numbers 81/0, 82/0, 84/0, 85/0, 98/0, 99/0, 100/0, 101/0, 102/0, 103/0 and 104/0.

1.2.2. The Project site is well connected by National Highway (NH-17) and the existing Tuem Industrial Cluster and the upcoming new International Airport adds to its advantage.

1.3. EMC Components

The concept plan for the proposed Greenfield Electronic Manufacturing Cluster is detailed as below:

Development Components	
Processing Zone	<ul style="list-style-type: none">Anchor Plots (approx. 10 acres each)Industrial Plots (varying from approx. 1-5 acres each)Micro Industrial Plots (approx. 600 Sq.mt each)
Open Space	About 15% of the total area has been identified under open spaces and parking.

Common Facilities	<ul style="list-style-type: none">• Entrance gate/security and truck bays• Roads• Storm Water drains and underground trenches for utility cables• Street Lighting• Common STP• Common ETP for Micro Industrial Plots• Wet waste treatment and composting• Utilities zone
Non-Processing Zone	<p>Reserved in the range of 6-8 % of the total developable area</p> <ul style="list-style-type: none">• Administrative block• Dispensary• Crèche/Nursery• Tot-lots• Local shopping facility• Bank/ATMs• Restaurant• Parking bays• Scope for Budget Hotel

EMC LAND ALLOTMENT POLICY 2

2.1. Electronics Manufacturing Cluster Land Allotment Policy, 2020.-

2.1.1. For the purpose of allotment of land to set up a Greenfield Electronics Manufacturing Cluster (EMC) at Tuem village of Pernem Taluka, Goa, the Government of Goa hereby notifies the **“Electronics Manufacturing Cluster Land Allotment Policy, 2020.**

2.1.2. The main objective of this Policy is to make provision for planned development of the Greenfield EMC at Tuem and promotion of industries related to electronics and matters appurtenant thereto including judicious allotment of land under the command area of Greenfield Electronics Manufacturing Cluster at Tuem. List of industries / verticals that are proposed to be promoted under the Greenfield EMC Scheme of MeitY are specified under **ANNEXURE A** appended to this guidelines.

2.1.3. This Policy shall apply to allotment of plots within the Greenfield Electronic Manufacturing Cluster at Tuem and shall come into force on such date as the State Government may specify by notification in the official gazette and shall supersede all earlier Policies, if any in this regard.

2.1.4. In this Policy unless the context otherwise requires,-

- a. **“DoIT”** shall mean the Department of Information & Technology, Government of Goa;
- b. **“Director, IT”** shall mean the Director of Department of Information Technology (DoIT) and also includes the official having additional charge or acting in the said post;
- c. **“EMC”** shall mean the Greenfield Electronic Manufacturing Cluster promoted by the Department of Information & Technology, Government of Goa (DoIT) under the EMC scheme of the Government of India (Ref: Approval doc no 36(31)/2016-IPHW (Vol.II) dt. 03/03/2017) and such other Electronics Manufacturing clusters as the Government may notify in future;

- d. **“Chief Promoter”** means the Chief promoter of the Greenfield Electronics Manufacturing Cluster at Tuem, Goa;
- e. **“SPV”** shall mean the legal entity to be formulated by the Chief Promoter of EMC in accordance with the approval received for the Greenfield Electronics Manufacturing Cluster at Tuem, Goa (Ref: Approval doc no 36(31)/2016-IPHW (Vol.II) dt. 03/03/2017);
- f. **Category of Plots:** There are namely 2 categories of plot:
 - (i) **“Industrial Plots”** means the plotted units of land provided to the applicants for the industrial use within the Greenfield EMC at Tuem;
 - (ii) **“Commercial Plot”** means plots other than for industrial, manufacturing or processing zone area of the EMC;
- g. **“Board of Directors”** shall mean and include the Board of Directors of the SPV to be formulated for the purpose of this Greenfield EMC at Tuem;
- h. **“Applicant”** means and include the following entities registered in India who intend to set up an industry / manufacturing units in the Greenfield EMC at Tuem, Goa:
 - i. Proprietorship Concern,
 - ii. Registered partnership firm,
 - iii. Private Limited Company,
 - iv. Limited liability partnership firm,
 - v. Public Limited Company,
 - vi. Government Company,
 - vii. State/Central Public Sector Undertaking,
- i. **“Allottee”** means an applicant who has been allotted plot;
- j. **“State Government”** means the Government of Goa.
- k. **“Commercial Date of Operations”** is defined as the date on which all testing and commissioning of equipment and first sales invoice is generated.

2.2 Eligibility for Applicant.-

- 2.2.1. Applicants desirous of setting up an industry in the Greenfield EMC at Tuem should be operating or planning to operate in Electronics System Design & Manufacturing sector covered under the National Regulation on Electronics and related notifications issued by the Ministry of Electronics & Information Technology (MeitY) and Ministry of Communication & Information Technology, Government of India.
- 2.2.2. Electronics System Design & Manufacturing sector broadly covers electronic hardware products relating to IT and office automation, telecom, consumer electronics, electronic components, etc. It also includes avionics, solar photovoltaic, strategic electronics, Nano electronics, medical electronics, space & defence related items, design related activities like product design, chip designing, VLSI, board design, embedded systems etc.

2.3 Creation of Plots & Preparation of Site Plans.-

- 2.3.1. The Chief Promoter / SPV shall ensure that a detailed survey and measurement is done and a site plan is prepared in accordance with applicable Goa (Regulation of Land Development and Building Construction), Act, 2008 and/or the Regulations made there under or any other law in force from time to time, with proper provision of land for open spaces, roads, utilities etc. After this provisioning, the balance available area shall be sub-divided/earmarked as per Industrial plots (Micro Industries, Medium Scale Industries & Larger Scale Industries) and commercial plots.
- 2.3.2. The Chief Promoter / SPV / Board of Directors reserves its right to modify the plans of the Greenfield Electronics Manufacturing Cluster at Tuem, Goa from time to time including amalgamation, sub-division, re-locating of plots/open spaces etc. in accordance with the applicable planning regulations, after taking into account the difficulties relating to topography of the land site, demand before them, etc.
- 2.3.3. If any area, earmarked to a particular category, remains vacant for a period of 2 years from the date of publication of advertisement, the Chief

Promoter / SPV will have the discretion to transfer such vacant areas to another category, where there is a demand.

2.4 Amenities to be provided within Greenfield EMC at Tuem.-

2.4.1. The Chief Promoter / SPV will offer serviced plots to allottee within the Greenfield EMC at Tuem, which will include motorable road connection to the plot along with connection for infrastructure services like water, power, storm water drainage, STP connection & ETP connection (for micro industrial plots) till the plot boundary. The Chief Promoter / SPV will also provide optic fibre connectivity to each plot at a tap off point on the plot boundary.

2.4.2. The allottee must give a written confirmation, at least forty five (45) days' prior of commercial operation date, to the Chief Promoter / SPV for activation of such infrastructure and utility services. The Chief Promoter / SPV will facilitate to provide water and power connection to the allottee during development of plot based on application made by the Allottee. Charges as stipulated by the Chief Promoter / SPV from time to time for such trunk infrastructure shall be borne by the allottee.

2.5 Procedure of Land Allotment.-

The procedure of land allotment shall apply to all categories stipulated under clause 2.1.4 (f) above.

2.5.1. Release of Advertisement on Local Newspapers.-

- a. The Chief Promoter / SPV will release a public advertisement in at least 3 local and 3 national newspapers as per Annexure B and on the official website of the Chief Promoter / SPV.
- b. The advertisement shall provide details on the area of the plot in sqmt, reserve price and other related information.

2.5.2. Application for Allotment.-

- a. Application for allotment of land in the Greenfield Electronic Manufacturing Cluster at Tuem shall be made in the prescribed format to the Chief Promoter / SPV within the time specified in the advertisement,

which shall not be less than twenty one (21) days from the date of release of such advertisement.

- b.** The applicant shall furnish a Processing Fee equivalent to 0.1% of the Land Premium (non-refundable) for the plot area applied for. The Processing Fee is subject to revision from time to time as per discretion of the Chief Promoter/SPV, which shall be intimated at the time of advertisement. All payment shall be done through RTGS/NEFT mode in favour of the Chief Promoter / SPV or as defined in advertisement. Details of the bank account will be provided in the public advertisement.
- c.** The applicant will have to submit the following documents along with its application:
 - i.** Address Proof or Residence Certificate of the applicant / promoter.
 - ii.** Photocopy of the identity proof such as PAN Card, Aadhaar Card, Driving License, and Passport of the applicant in case of individual proprietorship.
 - iii.** PAN Card & GST Registration Details of the Company / Firm / Partnership / LLP
 - iv.** Income Tax returns filed by the assessee/assesses for the last three financial years.
 - v.** Registration Details of the Company/Firm/Partnership/LLP etc
 - vi.** Copy of the Certificate of Registration of Firm and Partnership Deed. (As applicable).
 - vii.** Copy of Certificate of Incorporation, Memorandum and Articles of Association in case of Limited Companies and a copy of resolution authorizing the applicant to apply on behalf of the company (as applicable).
 - viii.** Audited Balance Sheet and Annual Reports for last three financial years.
 - ix.** Detailed Project Report / Business Plan for the project with the application in the format, as prescribed by the Chief Promoter / SPV. Such Detailed Project Report / Business Plan to include details like layout plans of the proposed facility, project cost estimates, debt: equity provisions for the project and project

employment data with relevant supporting documents of manpower details (skilled, unskilled, technical) etc.

- x. NEFT/RTGS Payment Details furnished by the bank with regards to Processing Fee under clause 2.5.2.b.
- xi. Other Documents as prescribed in the advertisement issued on newspaper and / or web portal.

d. Detailed Project Report.-

DPR Components: Below is an indicative checklist of the components that a DPR shall contain. The application process mandates the submission of DPR along with other statutory documents. Below checklist and the sample documents enclosed along herewith are indicative only and not exhaustive.

- i. **Company Profile and details of existing business concerns:**
This section shall elaborate on the existing company, its products/services, strengths, market position, annual turnover, years of existence, etc. Statutory documents such as Certificate of Incorporation and Audited Annual Reports (of past 3 financial years) / IT returns / Net worth certificates (as the case may be) shall be submitted.
- ii. **Documentary evidence/ proof to showcase the experience of successfully executing similar projects in past (if any):**
Details of the existing business units, (if any), in terms of capacity/scale, investment made, direct employment, space utilization, etc. shall be provided. In case of a new firm, justification based on the past experience of the management shall be provided.
- iii. **Brief on the proposed project:** This section shall provide details on the project for which land is sought. The project details must provide information on the type of products/services proposed, process flows, brief on technologies (without revealing proprietary details) and any other information that is relevant to impart an understanding of the proposed activity.

- iv. **Market analysis/ justification for proposed project:** This section shall present a business case while elaborating on the 'target market identification' and 'demand - supply dynamics'.
 - v. **Justification for the extent of land required for the proposed project:** This section shall include the layout of the proposed project (clearly highlighting the area utilization) and detailed area break - up for each of the components proposed (including built - up areas, open areas, roads etc.) under the project. For reference purposes, a sample area break-up and a sample layout is enclosed to this checklist.
 - vi. **Implementation Timeline for various phases of the proposed project.**
 - vii. **Investment proposed in various phases & Means of Finance.**
 - viii. **Proposed Employment to be generated (Direct & Indirect) in various phases:** Break-up shall be provided of the employment estimates, in terms of managerial staff, engineering staff, administrative, labour, etc. In case of service oriented business setups, organisation and staffing chart shall be provided along with the number of employees planned to be recruited at various levels/hierarchy.
 - ix. **Financial analysis to justify the feasibility of the proposed project:** This section shall include the assumptions on cost and revenues on a time line (yearly/Quarterly), projected Profit & Loss Statement and cash flow statements along with financial viability indicators like NPV, IRR, DSCR, etc.
- e. Separate application for each industrial unit shall be submitted. Any applications received after the last day as mentioned in the advertisement shall not be considered for the advertised vacancy.
- f. The application duly filled along with enclosures and the prescribed Processing Fee details must be submitted to the Chief Promoter / SPV at its registered office address as mentioned in the advertisement.

2.5.3. Allotment Procedure for Plots within Greenfield EMC at Tuem.-

Step 1: Registration of Application:

- a. The Chief Promoter / SPV shall publish details of the applications received and the registration number on the official website of the Chief Promoter / SPV and also on the notice board of the Chief Promoter / SPV within a period of 14 working days from the last day specified for receipt of the application.
- b. Applicants with incomplete information / applications will be notified and may be granted a period of 14 working days to submit all the relevant documents as listed.

Step 2: Screening of Applications:

- c. The Screening Committee shall be constituted by the State Government consisting of the following officials :
 - i. Director, Department of Information Technology, Government Of Goa (Chief Promoter);
 - ii. Managing Director, M/s Info Tech Corporation of Goa;
 - iii. Director, PPP Cell, Finance Department;
 - iv. Chief Engineer, M/s Info Tech Corporation of Goa;
 - v. Dy. Manager (Accounts & Administration), M/s Info Tech Corporation of Goa;
 - vi. Nominee of Goa Industrial Development Corporation;
 - vii. Nominee of Goa Chamber of Commerce and Industry;
 - viii. Nominee of Goa State Industries Association;
- d. The Director Information Technology shall be the Chairperson and the Chief Engineer, M/s Info Tech Corporation of Goa shall be the Member Secretary of the Committee. The Screening Committee shall meet at least every quarter or earlier as and when the need arise, for considering the applications received. The quorum of the meeting shall be 4 members.
- e. The Screening Committee shall first screen and scrutinize the applications and the project report furnished from the applicants. The Committee shall decide on the basis of the below mentioned criteria. The

committee shall prepare a comparative merit list following the criteria of allotting marks to the applicants under the following heads:

- i. Background of the promoter.
 - ii. Experience in the relevant sector for which applied.
 - iii. Projected Investment.
 - iv. Innovative line of activity.
 - v. Financial strength to setup the project.
 - vi. Product(s) to be manufactured / assembled / development or Service(s) to be rendered.
 - vii. Construction plan for setting up of the unit(s)/ office(s).
 - viii. Green / White Category Industry.
 - ix. Project timelines and production plan to be detailed.
 - x. Employment generation envisioned especially for local employment.
 - xi. Women entrepreneur.
 - xii. Differently abled entrepreneur.
- f. The applicant may be called for one-to-one interaction, to demonstrate his project and for providing any further details to the satisfaction of the Committee.
- g. Priority shall be given for expansion of the existing unit within State of Goa.
- h. The said Committee shall shortlist the applicants for allotment along with the minutes, evaluation sheet and reasons for recommendations.

Step 3: Allotment of plots:

- i. Allotment of plots shall be done through auction process wherein plots would be allotted on lease basis to the highest bidder; from amongst the shortlisted applicants.
- j. The auction procedure is detailed at section 2.8 below.
- k. Notwithstanding, allotment of land without auction for big or mega projects can be taken up for Cabinet Approval on case to case basis, on recommendation of Screening Committee.

Step 4: Issue of Initial Offer of Allotment & Letter of Allotment:

- l. Based on the results of the auction, the Chief Promoter / SPV shall issue an Initial Offer of Allotment to the applicant giving 15 (fifteen) days' time period for acceptance of the Offer of Allotment.
- m. The Offer letter should indicate the particulars of the Land, Plots, and built-up premises; and the terms and conditions to be complied by the applicant.
- n. The applicant shall comply with the terms and conditions listed in the offer Letter within a period of 30 (Thirty) days of the receipt thereof failing which the Offer letter shall automatically stand cancelled without any further notice. However, the allottee may, prior to the expiry of the prescribed 30 days, apply for one time extension of time for complying with the conditions listed in the Offer letter. If the Chief Promoter is satisfied with the genuineness of the reasons stated therein, extension may be granted for a further period of 15 days on payment of penalty of Rs. 2 per sq.mt/-
- o. Applicant needs to make payment towards Security Deposit (interest free) equivalent to 10% of the base price for the plot area applied for, within 30 (Thirty) days of the date of issue of the Initial Offer of Allotment.
- p. The Chief Promoter / SPV upon receipt of acceptance of Initial Offer of Allotment and Security Deposit amount shall issue the Allotment Order to the applicant.

Step 5: Physical Possession of the Plot:

- q. A time period of 30 (thirty) days will be stipulated in the Allotment Order for the allottee to take physical possession of the plot. If the allottee fails to take the possession within the stipulated period, the allotment order issued by the Chief Promoter shall stand terminated/ cancelled. In such an instance, the Security Deposit paid by the allottee shall stand forfeited and the balance amount (if any) shall be paid to the allottee without any interest.

Step 6: Execution of Lease Deed:

- r. The allottee shall execute the Lease Deed with the Chief Promoter within a period of 120 (one hundred and twenty) days from the date of issue of Allotment Order. The following action items are a condition precedent for execution of the Lease Deed:
- i. Acknowledgement and acceptance of the Initial Offer of Allotment within the stipulated time.
 - ii. Payment of the Security Deposit amount within the stipulated time.
 - iii. Payment of Land Premium amount within 90 days from the date of issue of the Allotment Order.
 - iv. Payment of Annual Lease Rent for the first year, within 90 days from the date of issue of the Allotment Order.
 - v. Submission of the site layout, floor plans and relevant elevations and sections of the proposed development on the plot to Chief Promoter / SPV for approval.
- Execution of Lease Deed is a condition precedent for commencing any development / construction activity on the plot. Should the allottee fail to execute the Lease Deed within 120 days from the date of issue of the Allotment Order, the allotment shall stand automatically terminated /cancelled. In such an instance the amount equal to the Security Deposit paid by the allottee shall stand forfeited and the balance amount (if any) shall be paid to the allottee without any interest.
 - The 120 (one hundred and twenty) days period stipulation will not apply in instances of procedural delay caused on the part of the Chief Promoter / SPV and in such an instance the period of 120 days will be extended for a period equivalent to the delay so caused, with the approval of the Chief Promoter / SPV.
 - In the event of any dispute or applicability or otherwise of this clause, the decision of the Chief Promoter / SPV shall be final and binding on the allottee.

2.6 Reserve Price of Plots and Land Premium.-

- 2.6.1. The reserve price shall be fixed by the Chief Promoter/SPV based on the market value of the land, Infrastructure cost etc., which will be displayed in advertisement or periodically updated on the website portal. The escalation terms of the rentals shall be fixed and reflected in the individual Lease Deed. The decision in terms of escalation terms shall be with the Chief Promoter/SPV and will be final and binding on the allottee.
- 2.6.2. Land Premium for the plot is payable within a period of 90 days from the date of the Allotment Order either in lump sum (without any interest) or the allottee may opt to pay a token money @25% of the Land Premium within the said period of 90 days and the balance amount in 8 instalments over a period of 2 years alongwith simple interest @ of 11%. Chief Promoter shall charge a penal interest @18% per annum if the land premium is not paid within the time specified or any arrears payable by the allottee.

2.7 Lease Tenure and Rent.-

- 2.7.1. Plots shall be allotted to the allottee (for setting up of the unit) on a lease basis for a term of 30 (thirty) years from the date of the Allotment Order with an option of renewal for subsequent term of 30 years. The renewal of lease period shall be considered by the Chief Promoter / SPV on written request of the lessee, one year prior to the expiry date of the lease period, and renewal will be subjected to terms and conditions as may be decided by the Chief Promoter / SPV.
- 2.7.2. The Allottee will have to pay an Annual Lease Rent at 2.5% of the Land Premium or at such rate as may be specified by the Chief Promoter /SPV from time to time.

2.8 Allotment by Auction.-

- 2.8.1. Allotment of all plots shall be done solely through auction process wherein plots would be allotted on lease basis to the highest bidder. Number of plots to be auctioned will be at the sole discretion of the Chief Promoter / SPV.

A Register of bidders with the following details shall be maintained

Sl. No	Token No	Name of the bidder with addresses	Name of the industrial Estate/area, area and the details of plot /shed /kiosk/shop etc. for which the auction is held	Base price fixed	DD /Pay Order no, date and details of the Bank, submitted by the bidder as 10% of the base price.	Amount of the bidder.	Signature of the Bidder

- 2.8.2. The reserve / base price for auction of the plot on lease basis shall be decided by the Chief Promoter / SPV in the Greenfield Electronic Manufacturing Cluster, Tuem from time to time.
- 2.8.3. The amount of 10% of the base price in the form of the DD or Pay Order should be collected by the Chief Promoter/SPV before the commencement of auction duly entering the details in the Bidders Register in the format prescribed.
- 2.8.4. Name of the bidder and token no in the register should be written on the back of the DD or the Pay Order with pencil for easy identification.
- 2.8.5. The bidders who have remitted the amount of 10% of the base price along with one individual may be allowed to enter and occupy their seats in the auction hall only before 10 (ten) minutes prior to the commencement of auction.
- 2.8.6. Only one individual may be allowed to accompany the bidder inside the venue.
- 2.8.7. After the highest bid is accepted, the same shall be recorded in the Bidders Register.
- 2.8.8. Official Report should be submitted by the officer in charge of the auction to the Chief Promoter / SPV immediately after the bid is accepted, detailing the percentage of the base price remitted by the successful bidder and the bid amount accepted.
- 2.8.9. The Demand Draft /Pay Order etc. should be returned to the concerned unsuccessful bidders immediately after conclusion of the

public auction duly obtaining their acknowledgement in the Bidders Register.

- 2.8.10. If any entrepreneur desires to participate in bidding for more than one plot/shed/shop/godowns/built-up space, separate deposit of the 10% base price shall be made for each plot/shed/shop/godowns/built-up space
- 2.8.11. After the auction is over, the Chief Promoter / SPV shall give an offer letter to the successful bidder within 15 days from date of auction.
- 2.8.12. If the highest bidder fails to make the payment within the stipulated time, the Security Deposit and the 10% base price paid shall be forfeited.
- 2.8.13. The Land, Plots, etc. auctioned by the Chief Promoter shall be on lease basis and shall continue to vest with the Chief Promoter.

2.9 Conditions for Early Completion and Delayed Completion.-

- 2.9.1. An allottee is expected to complete the project and go into commercial operations within a maximum period of 2 years from the date of issue of the Allotment Order.
 - a. The allottee shall be entitled for incentive equivalent to 20% of amount paid by him to the Chief Promoter / SPV towards Land Premium in the event the allottee completes the project and goes into commercial operation within eighteen months (18) months of the date of issue of the Allotment Order.
 - b. The incentive offered as per Clause 2.9.1(a) above shall be subject to verification and report of the Chief Promoter / SPV or agencies appointed by it. Such incentive will be available as a discount on the Lease Rent amount payable to Chief Promoter / SPV over next four years (spread equally per year).
 - c. In case of delay beyond two (02) years for completion of the project and commencement of operations, maximum relaxation of one additional year shall be granted subject to the allottee paying a penalty of 25% of the prevailing Land Premium rate per sq. mts calculated on the total plot area leased.

- d. If the allottee fails to implement the project and go into commercial operations even after the period of three (03) years from the date of issue of the Allotment Order (subject to penalty payment made as per “Relaxation for Delay” clause c above), the allotment made shall stand terminated, the plot along with the buildings and appurtenances standing thereon shall stand reverted to the Chief Promoter and the amounts paid by the allottee to the Chief Promoter / SPV shall stand forfeited. Further in case of any delay in handover of the plot along with buildings and appurtenances by the allottee to Chief Promoter / SPV, a penal charge equivalent to twice the prevalent annual lease rent shall be chargeable for every day of the delay (applicable on pro rata basis). The Chief Promoter / SPV shall resume the land with all development on it and evict the allottee. The Chief Promoter reserves its right to grant any further extension based on merit of each case and on such terms and conditions as may be imposed.

2.10 Mortgaging of Plot.-

- 2.10.1. Upon receipt of an application, the Chief Promoter to that effect and extent, may decide in respect of permitting an allottee to mortgage the lease hold rights over the plot allotted, over the machinery installed/to be installed and the factory building constructed on the said plot, to any Financial Institution for raising funds for setting up the industrial unit.
- 2.10.2. Pursuant to the decision referred to under clause 2.10.1 above, a letter conveying no objection shall be issued to the Financial Institution for financing the allottee for setting up the project, to have the First, Second or pari passu charge over the lease hold rights of the plot allotted, over the machinery installed/to be installed and the building constructed on the said plot provided the allottee regularly remits the annual lease rent fixed.
- 2.10.3. The Chief Promoter shall issue letter to the Financial Institution / Bank / Consortium of Banks, facilitating the allottee for setting up the project, to have the first / second / pari passu charge over the lease hold rights over the plot allotted.
- 2.10.4. The letter to the Financial Institution / Bank / Consortium of Banks will be issued by the Chief Promoter within a period of 15 days from the

receipt of the application and/or from the date of payment of any outstanding dues by the allottee, whichever is later

- 2.10.5. For processing the applications, a processing fee of Rs. 5,000/- shall be charged to the applicant.

2.11 Surrender of Plot.-

- 2.11.1. In case, the allottee decides to surrender the plot, due to unavailability of the project, finances, change of management decision. The application needs to be submitted by the applicant to the Chief Promoter / SPV detailing the reason for surrender of plot.
- 2.11.2. The surrender application can be given by the applicant within 18 (eighteen) months from date of the Allotment Order or taking over possession, whichever is earlier.
- 2.11.3. The plot/plots to be surrendered should be vacant and peaceful possession should be handed over to the Chief Promoter.
- 2.11.4. Surrender charges applicable to be deducted for surrender of plot / land etc. shall be as under:
- i. 1% of the prevailing total Land Premium amount of the plot.
 - ii. In addition to the surrender charges specified under clause 2.11.4.i, the amounts paid by the allottee towards land premium, annual lease rent, penal interest, processing fees, utility charges, GST, shall stand forfeited.
 - iii. Any amount pending towards dues on account of annual lease rent, penal interest, and interest on Land Premium, processing fees, GST or any other dues shall be recovered from the land premium amount and any shortfall after adjusting the premium amount shall be recovered as land revenue arrears
- 2.11.5. In case the plot is mortgage with bank / financial institution, the applicant needs to submit the No objection certificate from the Bank / Financial Institution prior to the surrender of plots.

2.12. Utilization of Plot.-

- 2.12.1. The allottee within a period of two (02) years from the date of issue of Allotment Order, shall compulsorily utilize to the extent of at least 50% of the land/plot area allotted, for construction of factory or other buildings. In case of the failure on part of the allottee to utilize the minimum prescribed area for built-up, the Chief Promoter/SPV shall levy 50% additional Annual Lease Rent on the permissible but unutilized area of the said plot. However, any relaxation, indulgence granted by the Chief Promoter / SPV in deserving cases should not be treated as waiver on behalf of the Chief Promoter / SPV and will not prejudice or effect its rights to initiate action against the defaulting allottees.
- 2.12.2. In case of the failure of the allottee to comply with the above plot utilization norms, the Chief Promoter will have the right to repossess the unutilized portion of the land without any compensation to the allottee, subject to guidelines approved by the Chief Promoter / SPV from time to time.

2.12. Transfer and Sub-lease.-

The allottee shall not transfer or assign its rights in the allotted Land, Plot and Built-up premises without obtaining prior permission from the Chief Promoter. Permission, if granted shall be on the basis of separate set of guidelines to be notified. Under no circumstances sublease would be permissible.

2.13. Change in Name or Change in Trade/ Use/ Addition of Product to be manufactured.

- 2.13.1. Any allottee which undergoes change in name of the allottee entity without changing the constitution or its shareholding structure of the allottee entity shall apply to the Chief Promoter / SPV with a request to register the change in name in the records of the Chief Promoter / SPV. The application should be accompanied with the following documents:
- a. Certificate issued by the Registrar of Companies in case of Limited Liability Companies, or Certificate issued by the Registrar of Firms in case of Partnerships or an affidavit in case of a proprietor.
 - b. PAN Card of the allottee entity with the change in name.

- c. NOC from the financial institution in case permission is granted by the Chief Promoter / SPV to the allottee to mortgage the lease hold rights.
- d. Copy of the latest partnership deed/ /shareholding structure certificate from a Company Secretary and the latest Memorandum and articles of association of the Company.
- e. Any other documents as required by the Chief Promoter / SPV.

2.13.2. On scrutiny of the above documents and payment of a non- refundable processing fees of Rs. 5000/- plus applicable taxes, the Chief Promoter / SPV will confirm in writing having changed the name of the allottee entity in its records.

2.13.3. Any allottee intending to change the trade/use or add a product to be manufactured shall submit an application along with the project report, Certificate or Udyog Aadhar with necessary amendments as issued by the Director of Industries, Trade and Commerce, to the Chief Promoter / SPV.

2.13.4. On scrutiny of the above documents and payment of a non - refundable processing fees of Rs. 5000/- plus applicable taxes, the Chief Promoter / SPV may grant its permission to the allottee for change in use or trade or for the addition of product to be manufactured. Provided the change in use or trade or addition of product is in accordance with the Annexure A appended hereto.

2.14. Change in Constitution / Share Holding Structure.-

2.14.1. Any allottee which undergoes a change in constitution or change in shareholding structure within limits under sub-clauses 2.15.2, and 2.15.3 below, shall have to inform the Chief Promoter / SPV within a year of effecting such change or along with certificate issued by the Company Secretary detailing the nature of such changes. The Chief Promoter / SPV will make necessary changes in its record on payment of a non-refundable processing fees of Rs. 5000/- plus applicable taxes. However, in the event any of such changes in the constitution or shareholding structure result in breaching the limits stipulated under 2.15.2 and 2.15.3, the lease hold rights over the plots will be deemed as transferred and the

Chief Promoter / SPV will process the case in accordance with separate set of transfer guidelines to be notified by the State Government.

2.14.2. Change in constitution in case of a proprietary or a partnership firm (including limited liability partnership firm) which does not result in the original/existing proprietor or partner and their relatives diluting their share of ownership in such firm below 51%.

2.14.3. Change in shareholding structure in case of a private limited company, which does not result in the original/existing promoter shareholders diluting their share of ownership in such firm below 26%.

2.15. Miscellaneous.-

2.15.1. The Chief Promoter / SPV reserves its right to revise the Payment, Fees, Charges, Taxes, Deposits etc. as stipulated and the allottee shall be bound to pay the Payment, Fees, Charges, Taxes, Deposits etc. on demand by the Chief Promoter / SPV.

2.15.2. The allottee needs to achieve financial closure within 180 days from the date of issue of the Allotment Order.

2.15.3. The Chief Promoter / SPV shall conduct inspection of the land allotted and reserves the right of utilizing vacant portions of the allotted land in case land is vacant for more than two years from date of operation, for laying pipe lines, cables, underground drainage or drawing overhead electric lines without paying any compensation other than rectifying the damage caused due to such activity to the allottee for such use.

2.15.4. The Chief Promoter / SPV with prior approval of the State Government shall be entitled for taking appropriate measures for removal of difficulties, if any, that may arise at any stage in the performance of its lawful functions, so as to give full effect to the Regulation.

2.15.5. The allottee will have to submit a project progress or status report to the Chief Promoter / SPV every six months, from the date of issue of Letter of Allotment until commercial date of operation. The project progress report to provide factual position of the progress made in the approvals, construction / development of the buildings along with related site infrastructure and equipment's and machinery required for operations.

- 2.15.6. The allottee shall have to take the necessary approvals, permissions and licenses for development of the plot, construction of the buildings and operations of the unit from all statutory authorities including but not limited to town planning, pollution control, environment clearances and all other necessary relevant statutory authorities. All necessary costs and expenses will have to be borne by the allottee itself.
- 2.15.7. The allottee, during construction stage and subsequent operation stage, shall ensure that they conduct all activities with respect to the units as well as the ancillary process within permissible limits and not cause Air Water and Noise Pollution. The allottee must keep periodic documentations like Third Party Verification of Air Water and Noise Levels from certified agencies of Goa State Pollution Control Board. The SPV/Chief Promoter may request such documents at any point of time and must be submitted within seven days from date of written communication from the SPV/Chief Promoter. If the allottee is found violating these practices, it shall be notified of the same in written communication from the SPV/Chief Promoter. The allottee must give clarification to this matter with remedial measures and timeline for same within 15 days from the date of the receiving the letter from SPV/Chief Promoter. In case negligence and continuance of violation, the SPV/Chief Promoter may issue an order to immediate shutdown of operation by seven-day prior notice issued to the allottee. If such shutdown continues for 6 months from the date of final notice without remedial action to resolve the issue, the SPV/Chief Promoter may initiate the procedure for surrender of plots.
- 2.15.8. The Chief Promoter / SPV reserves the right to interpret any of the clauses of the terms and conditions of land allotment.

Annexure - A

List of Verticals / Industries under which application can be submitted

1. Electronic Products

- 1.1. Telecom Products
- 1.2. Nano Electronics Products
- 1.3. I.T Hardware
- 1.4. Consumer Electronics
- 1.5. Health and Medical Electronics
- 1.6. Strategic Electronics
- 1.7. Solar Photovoltaics including thin film, polysilicon etc.
- 1.8. Light Emitting Diodes (LED)
- 1.9. Liquid Crystal Displays (LCDs)
- 1.10. Avionics
- 1.11. Industrial Electronics Products
- 1.12. E-waste processing/recycling
- 1.13. Automotive Electronics
- 1.14. Agri-Electronics
- 1.15. Energy Conservation Electronics
- 1.16. Opto-Electronics
- 1.17. Bio-metric and identity devices/RFID
- 1.18. Power Supplies for ESDM products

2. Intermediates

- 2.1. Nano Electronics Components
- 2.2. Semi-conductor wafering
- 2.3. Semiconductor Chips including logic, memory and analog
- 2.4. All Assembly, Testing, Marking and Packaging of ESDM Units
- 2.5. Chip Components
- 2.6. Discrete Semiconductors like Transistors, Diodes
- 2.7. Power Semiconductors (including diffusion) like FETs, MOSFETS, SCRs, GTDs, IGBT etc.
- 2.8. Electromechanical Components and Mechanical Parts as Multilayer PCBs, Transformers, Coils, Connectors, Switches, Ferrites, Micro Motors, Stepper Motors, Films etc.
- 2.9. Consumables and Accessories such as Mobile Phones and IT accessories – Batteries, Chargers etc., PCBs, Foils, Tapes, Epoxy, Cabinets etc.
- 2.10. All Fabrication Manufacturing facilities (Fabs) for ESDM products

3. Electronic Manufacturing Services (EMS)

Annexure - B

List of News Papers for Publication of Advertisements

Sr No	Newspaper	Language	City	2016 Readership (Millions)
1	Dainik Jagran	Hindi	Various cities and states	16.631
2	Hindustan	Hindi	Various cities and states	14.746
3	Dainik Bhaskar	Hindi	Various cities and states	13.83
4	Rajasthan Patrika	Hindi	Various cities and states	7.905
5	Amar Ujala	Hindi	Various cities and states	7.808
6	The Times of India	English	Various cities and states	7.59
7	Lokmat	Marathi	Various cities of Maharashtra and Goa	5.887
8	Patrika	Hindi	Various states	4.847
9	Hindustan Times	English	Various cities and states	4.515
10	Daily Sakal	Marathi	Various cities in Maharashtra	4.007

Note: the above is an indicative list for reference and not exhaustive.