

**OPERATIONAL GUIDELINES FOR ADMINISTRATION OF PREPRODUCTION
GRANTS FOR A & D PARK UNDER ODISHA AEROSPACE AND DEFENCE
MANUFACTURING POLICY, 2018**

(See Para 7.1.6)

1. **Short Title:** - Operational guidelines for "Administration of preproduction grants for A & D Park under Odisha Aerospace and Defence Manufacturing Policy, 2018".
2. **Extent:** -It shall extend to the whole of the State of Odisha.
3. **Commencement:** - It shall come into force from the "Effective Date" of Odisha Aerospace and Defence Manufacturing Policy, 2018 i.e. 08.11.2018.
4. **Terms and Expressions:** -
 1. Special Purpose Vehicle (SPV) is a legal entity comprising of Manufacturing /Infrastructure Companies/ Anchor Investor / Industry Associations having large number of regional and national memberships / Group of Enterprises with mandate to identify, conceptualize, finance, implement and or manage New & existing A & D Parks / Clusters.
 2. Terms and expressions used in this operational guideline, but not specifically defined / explained here, shall have the same meaning as in Odisha Aerospace and Defence Manufacturing Policy, 2018.

5. Policy Provisions-

Policy para No.	Broad head	Provision
7.1.6	Aerospace and Defence Manufacturing Park	The State Government will give impetus to set up an Aerospace and Defence Manufacturing Park at a suitable location in the State. The park shall have the following facilities: ▪ Manufacturing area (components, sub-components, sub-assemblies, aerospace parts) ▪ Testing center ▪ Hardware/Embedded Technology Center ▪ Technology Innovation Center ▪ Housing ▪ Common Facility Center a. For the first defence park set up in the State developed with private participation, the State

		Government shall provide subsidy of upto 50% of the cost of land, building, plant and machinery to the SPV subject to a maximum of: - Rs. 50 crore for the common facility center established within the park - Rs. 30 crore for technology innovation center - Rs. 25 crore for testing center b. Government will support quality infrastructure in the form of a capital grant to all other Aerospace and Defence Parks / clusters, not covered under clause 7.1.6 (a) above, promoted by private sector or industry association or user units in a cluster format, with a grant of 50% of the infrastructure cost with a ceiling of Rs.10 crore per park or cluster. In the case of upgradation of the existing parks / clusters the government will provide a similar support of 50% of total cost with a ceiling of Rs.5 crore provided the park / estate / cluster is user- managed.
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6. **Eligibility:** - SPVs for promoting and or managing A&D Parks / Clusters and approved by State Level Single Window Clearance Authority (SLSWCA) will be eligible for grant under A & D Policy.

7. **Time frame for filing application:**

- Eligible SPVs and Organisations intending to seek grants for quality infrastructure respectively shall submit application in the prescribed form within 30 days from date of communication of project approval by SLSWCA.
- Application received after the due date/ incomplete in any respect shall be liable to be summarily rejected.

8. **Constitution State Level Committee (SLC).**

1. **State Level Committee (S L C) for administration of grants**

- State Level Committee shall be the competent authority to take decision on grant to be provided under this policy. The State Level Committee shall comprise of following members;

Sl	Designation	
1	Chief Secretary	Chairperson
2	Secretary, Industries Department	Member
3	Secretary Revenue and Disaster Management Department	Member
4	Secretary Housing and Urban Development Department	Member
5	Secretary, MSME Department	Member
6	Chairman & Managing Director, IPICOL	Member
7	CMD/Chairman/Managing Director, IDCO	Member Convener
8	Director of Industries	Member
9	Director ITR, Chandipur	Member
10	Principal CET, Bhubaneswar	Member
11	Any other member to be co-opted as required	

- a.
 2. 'Scrutiny Committee' comprising of representative of Director of Industries (not below the rank of Joint Director of Industries), Managing Director, IPICOL (Not below the rank of General Manager) and Director, IMMT, Bhubaneswar (not below the rank of Senior Scientist) shall assist the State Level Committee for going into the merits of each case and decide on eligibility as well as quantum of grant admissible to project proponents including the following:
 - b. Scrutiny of Proposals submitted by Project Proponents
 - c. Approval of Project and funding therein
 - d. Monitoring of projects
 - e. Inter departmental coordination for successful implementation
 - f. Grievance redressal
 - g. Recommending grant of status of a Special Planning Authority to the SPV, under Section 3 A, of Odisha Development Authorities (Amendment) Act 2015 dated 18th August 2015
 - h. Recommending SPV the functions of:
 - i. Preparation of Master Plans for the notified industrial parks/estates for further approval by Director, Town Planning
 - ii. Approval of building plans for individual plots within the notified industrial parks/estates
 3. The State Level Committee shall discharge all other functions as may be necessary and subservient to the sanction and disbursement of grant among other things.
 4. **Meetings of the Committee:** The State Level Committee may meet as per requirement.

9. Project Scope & Coverage

The Project Scope would cover the following Project Components as eligible components to be considered for grant funding. However, cost of land, pre-operative Expenses, Working Capital and Contingencies shall not be eligible for funding.

- a. Infrastructure within the Park like
 - i. Compound Wall
 - ii. Site Development
 - iii. Road Network
 - iv. Storm water drainage
 - v. Water Supply & Sewerage System including treatment plants
 - vi. Power Supply & Distribution Network
 - vii. Environmental Infrastructure such as CETPs, Waste Management
 - viii. Entry/Exit and security systems
 - ix. Communication network and landscaping
 - x. Any other need based infrastructure facilities
- b. Common Amenity Building/s such as Administration Office, Business Centre, Product Display Centre, etc.
- c. Common Facility Centre for Testing Centre, Hardware, Embedded Technology Centre, Technology Innovation Centre and any other need based Plant & Equipment for common use
- d. Well defined manufacturing area for components, sub-components, sub-assemblies and aerospace parts
- e. Dormitories for Workers

1. Project Land:-

- a. The SPV shall procure land from the private parties for the development of the project from its own sources. In case, the SPV desires to obtain land from IDCO, IDCO shall provide land from its land bank available under the Category 'A' and Category 'B' schedules notified by the Industries Department or any other land.
- b. IDCO shall enter into a Long Lease Agreement of 90 years, for land, if land is made available by IDCO to the SPV. The SPV shall be permitted to sub-lease the land on the same terms and conditions to individual industrial units as IDCO does for its own industrial estates
- c. For proposals to be submitted, the SPV shall have a minimum area of 50 acres. In case of micro and tiny units, the land area required shall be 25 acres and above

2. Permissible Land use:-

The permissible land use for development shall be as follows:

- a. The permissible land use for development shall be as follow

Land Use	% of Total Area	% of Total Area
	(< 200 acres)	(> 200 acres)
Industrial Plots	60	50
Open Space Reserve (OSR)	10	10
Roads, Utilities and Support Activities (Administrative /Business Centre and other activities linked to industrial development)	Up to 30	Up to 20
Mixed use development (Residential commercial, recreational, educational, medical and sports)	-	Up to 20

The permissible FSI for the built-up in the industrial park shall be as applicable under the Odisha Town Planning and Improvement Trust Act, 1956 and its Rules.

For Special Economic Zones, the land use provisions shall be as applicable under the SEZ Rules notified from time to time.

9.3 Project Implementation:-

- a. The Project/s would be implemented by Project specific SPVs. SPVs shall be formed under the Indian Companies Act 2013
- b. The proposals shall be considered for approval only if the SPVs are incorporated as per the guidelines. In case of SPVs promoted by Anchor Investors/Units, the SPV shall be given a time frame of 6 months to bring in the new members

9.4 Project Approval Process:-

- a. A two stage process shall be followed for approval of the projects as outlined below:
- b. **In-Principle Approval:** The in-principle approval to the project shall be accorded by the SLC based on the feasibility report submitted by the SPV covering following details.
 - i. Need for the project
 - ii. Proposed components
 - iii. Nature of the industries
 - iv. Location and land details including land identification and availability of land with the SPV
- c. The State Level Committee shall scrutinize the proposals based on parameters such as location of the project, promoters background, financial

strength, sector(s) which are to be attracted in the Private Industrial Estate, project viability and their readiness for implementation

- d. The in-principle approval shall be valid for a period of 6 months from the date of approval. The SPV shall comply with the terms and conditions laid out by the SLC within the timeframe for final approval. The SLC at its discretion may extend the time frame based on the merits of the proposal on a case to case basis.
- e. **Final Approval:** The project shall be accorded final approval by the SLC after complying with the following conditions.
 - i. Establishment of SPV, if not established at the in-principle approval stage
 - ii. Land in possession of the SPV (either through ownership or through a long lease, if it is IDCO land) along with documentary proof
 - iii. Submission of Detailed Project Report (DPR) comprising of:
 - a. Need for the Project
 - b. The demand for industrial land
 - c. Key sectors - with their manufacturing product mix and the markets to cater
 - d. Proposed utility and common infrastructure to be created with the Detailed Master Plan
 - e. Project Cost with Means of Finance
 - f. Business Plan with financial analysis
 - g. Implementation Framework
 - h. Operations & Management Framework
 - a. Any other key information
 - iv. The State Level Committee may accord Final Approval to the project proposals on an as is basis or with suggestions / modifications

9.5. Role of the Special Purpose Vehicle:-

- 9.5.1 The SPV should be a collective representation of participating user members as a whole and should have a minimum of 10 industrial units engaged in manufacturing and services related to manufacturing activities.
- 9.5.2 The Promoters, on their own or along with the User Industry shall hold at least 51% equity of the SPV and remaining may be held by any Government agency, Financial Institution/Bank and any Strategic Partners such as Infrastructure Investment Trusts (InvITs) / Real Estate Investment Trusts (REITS) as per the norms of SEBI Regulations of 2014.

9.5.3 The promoters can divest their shareholding upto 26% upon successful development of the project.

9.5.4 If the SPV is notified as a Special Planning Authority (SPA), the constitution of the SPA shall be amended as notified under the Orissa Development Authorities Act 1982 and its Rules.

9.5.6 Role of the SPV, as the Project Implementing Agency would not be limited to but as follows:

- i. Procure land for the project, through its own contribution
- ii. Prepare the Detailed Project Report covering the technical, financial, institutional and O&M aspects of the projects.
- iii. Achieve financial closure of the project through debt/ equity and establish the same through appropriate documents
- iv. Obtaining statutory approvals/ clearances including release of funds
- v. Recruit / procure services of suitable professionals in order to ensure that the project is executed smoothly
- vi. Follow a transparent procurement process for implementation of the Project
- vii. Implement various interventions as outlined and approved in DPR
- viii. O&M of assets created under the project by way of user services
- ix. Responsible for furnishing regular progress reports in prescribed formats
- x. Marketing and promotion of the park to the prospective investors

9.6. Role of Government of Odisha :-

The State Level Committee would support the project implementation under the A & D Policy, 2018. The State Level Committee would provide facilitation to the Project Proponents / SPV in the following areas:

- i. Providing requisite land to the project, wherever needed from land bank of IDCO, in appropriate mode
- ii. Providing necessary external infrastructure up to the battery limit of Park / Cluster / Estate such as power, water supply, roads, etc.
- iii. Providing necessary project related clearances on expeditious basis
- iv. Recommending / Dovetailing assistance available under related Central Government schemes for overall effectiveness and viability of the projects
- v. Extending incentives available under A&D Policy, 2018 to promoters of the SPV in the form of Grant-in-aid for implementing the projects
- vi. Automatic approval as Non-Agriculture land upon final approval
- vii. Grant status of a Special Planning Authority to the SPV, under Section 3 A, of Odisha Development Authorities (Amendment) Act 2015 dated 18th August 2015

viii. Grant the SPV the functions for:

- i. Preparation of Master Plans for the notified industrial parks/estates for further approval by Director, Town Planning
- ii. Approval of building plans for individual plots within the notified industrial parks/estates
- ix. Sanction stamp duty exemption as applicable under the Para 7.1.9 of A & D Policy, 2018.

9.7 Provision of Funds:-

Support from Government shall be provided by way of the following measures to the SPV:

a. Grant Funding

- i) First Defence Park set up in the State developed with Private Participation the State Government shall provide subsidy of upto 50% of the cost of land, building, plant and machinery to the SPV subject to a maximum of:

- Rs. 50 crore for the common facility center established within the park
- Rs. 30 crore for technology innovation center
- Rs. 25 crore for testing center

- ii) Capital grant to the extent of 50% of the infrastructure cost subject to a ceiling of Rs. 10.00 crores per Park / Cluster except for First Defence Park set up in the State as at para 7.1.6 (a) of A & D Policy.

- iii) In the case of upgradation of the existing parks / clusters the government will provide a similar support of 50% of total cost with a ceiling of Rs.5 crore provided the park / estate / cluster is user-managed.

b. Release of Grant Funds

Grant funds shall be released to the SPV, during the course of the Project implementation and on achieving requisite development milestones. The following schedule will be adopted for release of grant funds to the SPV:

- i. **1st Instalment** - 25% State Government Share - On Final Approval of the project by State Level Committee and fulfilling of the following Preconditions
 1.
 - i. Approval of the DPR by the State Level Committee
 - ii. Establishment of a Trust & Retention Account (TRA) or an Escrow Account (EA) with Schedule A commercial banks
 - iii. Availability of all statutory clearances for commencement of infrastructure works

- ii. **2nd Instalment** – 50% of State Government Share – On fulfilling the following Preconditions:
 - i. Utilization certificate of the 1st Installment of Grant (at least 80%)
 - ii. Prorata Contribution by the SPV
 - iii. Satisfactory progress report of 'Scrutiny Committee' after the site visit
 - iv. Award of contracts of at least 75% of the total cost of infrastructure component
- iii. **3rd & Final Instalment** - 25% of State Government Share – On fulfilling the following Preconditions:
 - i. Utilization certificate of the 2nd Installment of Grant (100%)
 - ii. Successful completion of the Project, as per approved Project Cost and commencement of production by units occupying at least 25% of the allocable industrial land
 - iii. Satisfactory progress report of 'Scrutiny Committee' after the site visit
 - c. In case the Project is approved under the Central Government Scheme, the state government grant shall be released as per the terms and conditions and documentary evidence specified under the scheme
 - d. Interest, if any earned on the State Government grant, shall be adjusted while claiming the final Installment of Grant

9.8 Equity Holding by IDCO

- a. IDCO may also consider equity participation in any of the Project SPV after taking into consideration the nature of Project, the strategic intent, the location and the nature of industrial units in the Priority Sector
- b. The equity participation, quantum and extent is at the sole discretion of IDCO and would vary from Project to Project and the need of such participation
- c. The SPVs may offer to induct IDCO as a strategic partner in case the SPV desires to obtain the status of a Special Planning Authority as notified under the Odisha Development Authorities Act, 1982 and its Rules as amended by the Government from time to time.

9.9 Development Time Frame:-

- a. Any Industrial Park approved by the SLC shall be developed within a period of 7 years
- b. All basic infrastructure of at least 75% of the area shall be completed within 3 years from the date of approval of the master plan by the appropriate Authority.
- c. If not complied with the timeframe, the declaration as an SPA shall lapse and the SPV shall return the grant amount with applicable interest. The SLC may

extend the development timeframe in case of any delays which cannot be attributed to the SPV.

10. Cancellation / Withdrawal of the Project:-

- a. The State Government, shall cancel the project if the implementation of the project is not in compliance with the Operational Guidelines or delay in implementation beyond the agreed timeframe or non-achievement of Financial Closure
- b. In case of cancellation / withdrawal from the project by the SPV, Government assistance provided shall be returned together with an interest of 12% from the date of first disbursement. The State Level Committee shall decide on the waiver of penal interest in specific cases, which may be beyond the control of the SPV.

11. Project Scrutiny and Project Management:-

The government shall take the support of Project Management Unit (PMU) at IDCO for the scrutiny and vetting of the project proposals and for onward recommendation to the SLC. The scope of work for the PMU shall include:

- Scrutiny of the project proposals submitted at the in-principle and final approval stages
- Assessing the land and utility requirements for the project
- Appraisal of the Detailed Project Reports
- Recommending projects to the SLC for approval
- Monitoring of the projects with regards to physical and financial progress, disbursement of grant funds, utilization of funds, etc.
- Providing any other needs based support as desired by the SLC
- Assisting the SLC/project SPVs, if required, in liasoning for external infrastructure services to the park

10. Procedure:

- 10.1 Eligible SPVs for promoting and or managing A&D Parks / Clusters shall file application in the prescribed form appended to this operational guideline at **Annexure 1** for Grant for quality infrastructure in Aerospace and Defence Manufacturing Park along with copies of all relevant documents as mentioned in the Checklist at **Annexure 2** with the Managing Director, IDCO.

Copies of the documents as indicated in the checklist shall be self - certified by Proprietor / Managing Partner / Managing Director / Authorized Signatory.

- 10.2 On receipt of application, the acknowledgement as prescribed at **Annexure 3** shall be dispatched to the applicant / applicant unit duly signed by the authorized officer of IDCO on the day of receipt. MD, IDCO may authorize any of his officers for the purpose.

- 10.3 IDCO will check the eligibility in each case within a **week**. All the documents submitted by the units / project proponent shall be verified with the original by an officer not below the rank of Joint Manager in IDCO who will record his verification on the body of the copy of the document.
- 10.4 IDCO will evaluate feasibility in respect of proposal for Grant for quality infrastructure in Aerospace and Defence Manufacturing Park.
- 10.5 MD, IDCO shall prepare details of the proposal for consideration by State Level Committees constituted at Para 8.1.1 of this operational guideline.
- 10.6 The decision of the SLC shall be communicated to the proponent in the format as prescribed at **Annexure 4**.

9. **SANCTION OF CLAIM:**

1. In pursuance to the approval accorded by SLC, the Directorate of Industries, Odisha will communicate the details of sanction in the format prescribed at **Annexure 5** to the concerned industrial unit within **7 days** of the decision after receipt of site visit report from the Scrutiny Committee, if required.
2. The A & D unit / Project proponent, after receipt of sanction letter for the 1st instalment, shall be required to execute Agreement with IDCO as per **Annexure 6** within next **3 days**

10. **DISBURSEMENT OF CLAIM**

1. In pursuance to the sanction, Director of Industries, Odisha shall disburse the claim through the Financing Institution / Bank in the account of the SPV.
2. Disbursement of grant will be made on availability of funds through budgetary provision as per the modality to be decided, if necessary, by the Director of Industries, Odisha.

11. **Funds & Audit:**

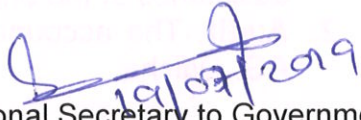
1. **Funds:** The Directorate of Industries, Odisha in consultation with IDCO will estimate the requirement of funds and furnish the requirement to the Industries Department for budget provision every year. The State Govt. in Industries Department will provide funds to Directorate of Industries, Odisha, who shall be the Disbursing Agency. The Disbursing Agency will maintain regular accounts for each case & shall be accountable to the Audit and the State Govt. Directorate of Industries will furnish the utilization certificate in **Annexure VI of OGFR** along with the list of beneficiaries disbursed with assistance at the end of each financial year.
2. **Audit:** The accounts maintained by the DI, Odisha shall be audited by the AG, Odisha.

12. **Maintenance of Records:** The receipt / forwarding / sanction / rejection / disbursement of claims shall be monitored both electronically & manually at IDCO/Directorate of Industries level.
13. **Recovery of Claim:** In the following events or circumstances, incentives reimbursed to the A & D unit shall be recoverable from it under the provision of OPDR Act as arrears of land revenue, unless refunded within a period of one month from the date of an order issued to this effect by the Director of Industries, Odisha.
- Where proponent in the opinion of the Authority has availed of the claim by misrepresentation, fraud or by furnishing false & misleading information or by suppressing facts / materials or disbursed in excess of the amount actually admissible for whatsoever reason.
 - Where the grant becomes recoverable in terms of the stipulation contained in the Agreement- **Annexure 6** or the beneficiary units violate any other condition of the Rules & Guidelines and Agreement..
14. **Miscellaneous:**
- DIC / RIC/IDCO/ DI may inspect the A & D Park / Cluster individually / jointly if required.
 - Project proponent shall furnish its audited financial statements and other periodical statements of each financial year to the IDCO during the period of incentives.
 - Any change in facts or circumstances affecting the eligibility of the unit shall be intimated immediately to the IDCO/Directorate of Industries, Odisha by the Project proponent.
15. Where any doubt arises regarding implementation of these rules, the same shall be referred to Government of Odisha in the Industries Department whose decision shall be final and binding on all the parties.
16. This has been concurred in by the Finance Department in their File No. FIN-ES2-MISC-0017-2019 and communicated in this Department OSWAS File No. IND-HI2-POL-0002-2017 at Noting 86 on dated 10.07.2019.

GOVERNMENT OF ODISHA
INDUSTRIES DEPARTMENT

Memo No. 4650 /I., Bhubaneswar, dated 19.07.19
IND-HI2-POL-0002-2017

Copy forwarded to All Departments/ All Heads of Departments/ All PSUs/ All Revenue Divisional Commissioners/ All Collectors/ All DICs/ All RICs/Head, State Portal Group, IT Centre, Secretariat, Bhubaneswar/ All Sections of Industries Department/ Guard File (5 copies) for information and necessary action.


Additional Secretary to Government

Annexure I

**APPLICATION FOR AVAILING GRANT FOR QUALITY INFRASTRUCTURE IN
AEROSPACE AND DEFENCE MANUFACTURING PARK**

From:

M/s. _____

At _____

PO _____

Dist. _____

To

The Managing Director,

IDCO, Bhubaneswar

Sub: Grant for quality infrastructure in Aerospace and Defence
Manufacturing Park under the provisions of Aerospace & Defence
Manufacturing Policy, 2018

Sir,

In accordance with the provisions laid down in Aerospace & Defence
Manufacturing Policy, 2018, its operational guidelines the claim for *Grant for
quality infrastructure in Aerospace and Defence Manufacturing Park* is
submitted along with required information.

I, Sri _____ s/o _____ at present _____ (designation)
of M/S _____ certify that the information furnished herein is true and
correct to the best of my knowledge and belief.

I hereby undertake to abide by the terms and conditions prescribed under the
provisions of Aerospace & Defence Manufacturing Policy, 2018 and its
operational guidelines

I shall repay the amount reimbursed with penal interest as decided by the
authority-

- i. If the information furnished is found to be false/ incorrect / misleading or mis-
represented and there has been suppression of facts / materials or allowed in
excess of the amount actually admissible for whatsoever reason.
- ii. If the industrial unit fails to commence production within three years for Micro ,
Small & Medium Enterprises and five years for Large Industries from the date
of starting first fixed capital investment.

Copies of relevant documents in support of information / facts furnished above are **enclosed** here with.

Enclosure:-

1.

2.

Date-

Signature of the Proprietor / Managing Partner/ Managing Director /

Authorized Signatory in full and on behalf of M/s-----

Place-

INFORMATION REQUIRED

Grant for quality infrastructure in Aerospace and Defence Manufacturing Park

1. Template for in-principle project approval by SLC

- I. Need for the project
- II. Proposed components
- III. Nature of the A & D Units / Facilities to be created
- IV. Location and land details including land identification and availability of land

2. Template for final project approval by SLC

- i. Constitution of Project proponent, if not at the in-principle approval stage
- ii. Land in possession (either through ownership or through a long lease, if it is IDCO land) along with documentary proof
- iii. Submission of Detailed Project Report (DPR) comprising of:
 - a) Need for the Project
 - b) The demand for industrial land
 - c) Key sectors - with their manufacturing product mix and the markets to cater
 - d) Proposed utility and common infrastructure to be created with the Detailed Master Plan
 - e) Project Cost with Means of Finance
 - f) Business Plan with financial analysis
 - g) Implementation Framework
 - h) Operations & Management Framework
 - i) Any other key information

Annexure –2

CHECK LIST

Copies of documents to be attached with the application shall be self-attested
by Proprietor / Managing Partner/Managing Director / Authorized
Signatory

(Strike out whichever is not applicable)

1	Certificate of incorporation (Memorandum of Association & Article of Association) under Company Act-1956
2	Power of Attorney / Board Resolution / Society Resolution, as applicable, while signing as Partner / Managing Director / Authorized person
3	Documents in support of Private A & D developer
4	Valid statutory clearances / approvals / permissions for authorities including OSPCB, as applicable
5	Document in support of date of first investment in fixed capital of industrial unit i.e. land / building / plant & machinery and balancing equipment
6	Deed to be executed in Original with one / two copies
7	Undertaking on non-judicial Stamp Paper duly signed by the applicant in the format – Annexure- 6.
8	Copy of the communication regarding approval of SLSWCA

ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT
CORPORATION,

JANPATH, BHUBANESWAR.

Letter No.----- / Date-----

Acknowledgement

(To be issued by authorized officer **IDCO** on the day of receipt)

(Strike out whichever is not applicable)

To

Sri _____

M/s. _____

Received the application for Grant for quality infrastructure in Aerospace and Defence Manufacturing Park under the provisions of Odisha Aerospace & Defence Manufacturing Policy, 2018 and its operational guidelines along with documents mentioned below from M/s----- At/PO-----Dist. ____ on dt. -----through post / person.

Signature of authorized officer

with seal & date-----

ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT
CORPORATION,

JANPATH, BHUBANESWAR.

Letter No.----- / Date-----

Communication of decision of SLC

From:

The Managing Director,
IDCO, Bhubaneswar

To:

M/s. _____

At _____

PO _____

Dist. _____

Sub: Grant for quality infrastructure in Aerospace and Defence
Manufacturing Park under the provisions of Aerospace & Defence
Manufacturing Policy, 2018

Sir,

In accordance with the provisions laid down in Aerospace & Defence
Manufacturing Policy, 2018, its operational guidelines, the claim submitted for
Grant for quality infrastructure in Aerospace and Defence Manufacturing Park
was examined by the SLC on dated _____.

**The proposal was accorded in-principle/ final approval with following
terms and conditions.*

1.

2.

3.

**The proposal was rejected due to following reasons.*

1.

2.

3.

Yours faithfully,

Managing Director, IDCO

Memo No----- Date-----

Copy forwarded to Director of Industries, Odisha for information and necessary action.

Managing Director, IDCO

SANCTION LETTER

(See Para 9.1)

OFFICE OF THE DIRECTOR OF INDUSTRIES, ODISHA, CUTTACK.

Lt. No. ----- Dt-----

(Strike out whichever is not applicable)

To

M/s. _____

At _____

PO _____

Sub-Division _____

Dist. _____

(Location of the Industrial Unit / Registered Office Address)

Sub: Grant for quality infrastructure in Aerospace and Defence Manufacturing Park under the provisions of Aerospace & Defence Manufacturing Policy, 2018

Ref: Letter No. _____ dated _____ of the Managing Director, IDCO addressed to M/s _____

Sir,

Sanction of Grant for quality infrastructure in Aerospace and Defence Manufacturing Park in *1st / 2nd / 3rd installment amounting to Rs. _____ (Rupees _____) only. under the provisions of Aerospace & Defence Manufacturing Policy, 2018 is accorded in favour of your unit with following terms and conditions. The cumulative amount of sanction accorded so far till *1st / 2nd / 3rd installment is Rs. _____ (Rupees _____) only.

2. The above sanctioned can be disbursed in full subject to availability of funds. An attested copy of the sanction letter of any of the bank from whom loan has been obtained for financing the project should also be furnished.
3. You shall have to furnish advance stamped receipt in triplicate for each instalment of disbursement on the following proforma on the letterhead of the unit.

"Received with thanks from _____ sum of
Rs. _____ (Rupees _____) only by cheque / draft
No. _____ dated _____ on _____ account _____ of
_____ as per the terms and conditions laid
down in the agreement executed by us on _____.

4. You shall also have to execute an agreement and the agreement shall be on stamp paper of Rs.-----, which shall be kept by us / Inspector General Registration.
5. The agreement should be executed by authorised signatory of SPV / Organisation.
6. Erasures, if any should be properly, initialled No. blank should be left in the agreement and all the blanks should be filled in with proper initials.
7. Along with the above agreement duly executed, you are requested to furnish a certified true copy of the resolution passed by the Board of Director of your company for availing and utilizing the incentives sanctioned. (This is applicable in case of limited company).

Yours faithfully,

Director of Industries, Odisha,

Memo No----- Date-----

Copy forwarded to Managing Director, IDCO / IPICOL for
information and necessary action.

Director of Industries, Odisha

AGREEMENT**(See Para 9.2)**

This INDENTURE made in this _____ day of _____, 20---- between a private / public limited company incorporated under companies Act, 1956, a cooperative society registered under the Orissa Cooperative Society Act 1962 and having its registered office at _____

And

The Joint / Additional Director of Industries, Directorate of Industries, Odisha, representing the Governor of Odisha, exercising the executive powers of the Government of the State of Odisha (here in after referred to as "the Governor" which expression shall unless it be repugnant to the context or meaning the thereof be deemed to include his successor of successors and assigns) of second part, as :-

- a. The Government of Odisha have framed a scheme for incentives under the provisions of Odisha Aerospace & Defence Manufacturing Policy, 2018 for A & D units with a view to promote growth of A & D units if the said parties satisfy the terms and conditions laid down under the Policy and its Rules & Guidelines which shall be deemed to be a part of this agreement.
- b. The Government of Odisha (hereinafter referred to as the Government has appointed the Director of Industries to act as the Disbursing Agency of the incentives.
- c. The proponent have set up park at _____ on plot No. _____ Khata No. _____ measurement of area _____ Mouza _____ District _____ standing in the name of _____ and have satisfied other conditions of incentives and have, therefore, become entitled for the benefits.
- d. The proponents by their application dated the day of ____ 20__ applied to the Government for the grant of (Rupees _____) as per policy provisions amounting to Rs. _____ (Rupees _____) and whereas :-
- i. Relying on the said application and subsequent representations made by the proponent, the Government have sanctioned incentive amount of Rs. _____ and the DI has agreed to pay the same on behalf of the Government to the proponent on their executing the necessary documents as hereinafter appearing and creating the fixed assets to the tune of Rs. _____

ii. Now this INDENTURE witnesses and it is hereby agreed by and between the parties hereto as under :-

1. In consideration of the Government agreeing to give to the proponents under the provisions of the policy, in such instalments the Government in its sole discretion think fit, an aggregate amount of _____ and by way of incentives to the proponents creating the fixed assets of Rs. _____ for the purpose of the said unit and the proponents do and each of them do hereby covenant with the Government as under:-
2. The DI, Odisha will be entitled in its sole discretion to make disbursement of the incentives or of any part thereof of either in one or more instalments to the party on it complying with the terms & conditions of the incentives and of this agreement.
3. In the event of decision of the authority for any reasons whatsoever that the proponents are entitled to a lesser amount of incentive, the excess amount shall be repaid by the proponent to the DI, Odisha along with interest thereon @12 ½% per annum or such other rate as the Government might decide from time to time from the date of payment of the said amount of Rs. _____ or any part thereof paid under this agreement till the repayment.
4. The proponent shall duly observe and perform the covenants and the conditions to be observed and performed by him / them under the said scheme.
5. The proponent s shall not without prior approval of the authority change the location of the whole or any part or affect any substantial change in the said project within a period of 3 years from the date of functioning.
6. The proponent shall promptly furnish all the information asked for to the RIC / DIC, _____ /IPICOL/ Director of Industries / Government and also furnish certified copies of its audited balance sheet and profit & loss amount within a period of 6 months from the end of the year and also such other periodicals statements in such form and by such dates as may be prescribed by the Government from time to time to the RIC/ DIC, _____ / IPICOL/Director of Industries, Orissa / State Government.
7. The said sum of Rs. _____ or such part thereof as may have been till then paid by the Government to the proponents shall become forthwith repayable by the proponents to the Government in each and every of the following events namely ;-
- a. If the project go out of production within 3 years from the date of start of functioning.

- b. (i) If the proponent(s) change(s) the location of whole or any part or effect any substantial construction or disposal of substantial part of their total fixed capital investment within a period of 3 years after operation.
- (ii) If any information furnished by the proponent (s) in his / their application for the subsidy or otherwise particularly regarding location, capital investment and production, capacity of the said unit prior to the sanctioning of the sum of Rs. _____ as incentive is found to be incorrect or false or misleading and there has been suppression of any material / facts.
- c. If a distress of execution shall be levied upon any property of the proponents or any part of the said factory or a receiver thereof is appointed.
- d. If the proponents shall commit a breach of any one of the covenants or provisions herein contained and on his / their part to be observed and performed.
- e. If the proponents close the said facility for a period exceeding 6 months at a time for reasons other than the labour troubles, want of electric power or raw material or shall cease to carry on business for any reason whatsoever within 5 years from the date of operation.
- f. If the proponents or any of them file a petition for being adjudicated as insolvent or are / is adjudicated as insolvent.
- g. If any petition for winding up the proponents company is presenting to any court or the proponents company passes any resolution for being wound up.
- h. If the proponents fail or neglect to forth with execute such further documents as may be required by the Government or to duly comply with any direction given to it by the Government or the RIC/ DIC. In each one of the aforesaid contingencies the proponents are to repay the whole amount mentioned above with interest thereon @ 12 ½% per annum or such rate as the Government might decide from time to time from the date of disbursement of the subsidy till the repayment.
8. Whenever any sum due and payable by the proponent under these presents shall be in arrears the same shall be deemed to be public demand and may without prejudice to any other right and the remedies of the Government be recovered from the proponents as a public demand under the Odisha Public Demand Recovery Act, 1962.
9. The proponents shall permit any person or persons authorized by the Government in that behalf at any time and from time to time during the usual

time or business to inspect and examine any part of the said facility and shall render to him / them such assistance as may be required for the Government and furnish to such person or person as aforesaid all such information relating to the said facility as may be required by such person or persons.

10. The proponents shall observe and perform all instruction and direction that may be issued from time to time by the Government or the DI, Odisha or IPICOL or RIC / DIC, _____ in relation to utilisation of the said sum of Rs. _____ and shall for 7 years hereinafter submit to the Government yearly periodical progress reports on the working of the said facility at the time and the form prescribed by Government or the Corporation.

11. The proponents shall -

a) Furnish further information asked for by the Government of Odisha or by the RIC/ DIC, _____/IPICOL/DI, Odisha from time to time.

b) Furnish to the RIC/ DIC, _____/IPICOL certified copies of the annual statement of accounts including the balance sheet and also periodical statements in such form and by such dates as may be prescribed by the Government or the RIC/ DIC, _____ from time to time.

c) Furnish true copies of documents as may be required by the Government or the RIC/ DIC, _____/IPICOL/DI, Odisha.

12. In the event of any dispute or difference arising between the parties hereto in respect of or in relation to this agreement or any provision herein contained either during the subsistence of this agreement or thereafter the same shall be referred to the sole arbitration or a suitable person acceptable to the proponents as well as the Government and / or the RIC/ DIC, _____/IPICOL/DI, Odisha or any other person nominated by Govt. and his decision thereof shall be final and binding on the parties. Such arbitration shall be under the provision of the Arbitration Act, 1940 and shall be held in **Cuttack**.

13. The proponents agree that in respect of any matters arising under this agreement the courts at Cuttack along with have exclusive jurisdiction and that the proponents submit to the same will not object that the courts at Cuttack have no jurisdiction for any reason whatsoever.

14. In the event of any action arising under any of the clause herein above the proponents agree to pay to the DI, Odisha the legal charges and such other costs as the DI, Odisha may be required to incur in connection with the aforesaid action.

15. The proponents agree to bear and pay all the costs charged and the expenses incidental to the preparation and the execution of the agreement.

In Witness whereof of parties hereto have affixed their common seal of this writing the day and year first herein above written.

The common seal of:

Is there into affixed pursuant to the resolution of the Board of Directors of the company passed on the day of in the presence of who has / have put his/their signatures.

In token of his / their presence in the presence of

In the witness thereof the proponents have put their (Respective land here today _____ year herein above written)

Signed and delivered by the _____

With name in the presence of

Witness

1.

2.

Signature of Officer

Acting in the premises for on behalf of the Government of Orissa in the presence of
Witness

1.

2.

Signature of Witness

Annexure 12

OFFICE OF THE DIRECTOR OF INDUSTRIES, ODISHA, CUTTACK. /
ORISSA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT
CORPORATION, BHUBANESWAR

Letter No.----- / Date-----

(Strike out whichever is not applicable)

To

Sri _____

M/s. _____

At _____

PO _____

Sub-Division _____

Dist. _____

(Location of the Industrial Unit)

Sir,

This is to inform that your application for sanction -----
-----filed on dt. _____ under A & D Policy,
2018 is rejected due to following reasons.

(Specify the reasons)

- 1.
- 2.
- 3.
- 4.

Signature of Authorized Officer of the IDCO /

Director of Industries, Odisha

with seal & date-----.

