

अण्डमान तथा
Andaman And



निकोबार राजपत्र
Nicobar Gazette

असाधारण

EXTRAORDINARY

प्राधिकार से प्रकाशित

Published by Authority

सं. 263, पोर्ट ब्लेयर, बुधवार, 25 अक्टूबर, 2017
No. 263, Port Blair, Wednesday, October 25, 2017

**ANDAMAN AND NICOBAR ADMINISTRATION
DIRECTORATE OF INDUSTRIES**

NOTIFICATION

Port Blair, dated the 25th October, 2017.

No. 255/2017/F.No 2-93/AP 2017-18 to 2019-20/PL/IND/2017-18/PF-I.— Hon'ble Lt. Governor, Andaman & Nicobar Islands has been pleased to frame a Scheme / Programme namely "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017" for grant of subsidy on fixed capital investment excluding land and vehicle, shall be reimbursed to Micro, Small & Medium Enterprises @ 50% for the fixed Capital Investment for Micro, Small & Medium Enterprises set up in Andaman & Nicobar Islands subject to maximum of Rs.100.00 Lakh.

1. Name & Title of the Scheme :

This programme may be called "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017".

2. Commencement & Duration :

The Scheme / Programme shall come in to effect from the date of publication of this notification and shall remain in operation until 31st March, 2020. The Scheme / Programme shall be available to all such Micro, Small & Medium Enterprises which have been commissioned and commenced their commercial production on or after 1st April, 2017 until 31st March, 2020.

3. Definitions :

- i. "**Andaman & Nicobar Islands Infrastructure Subsidy**" means the amount reimbursable to the Micro, Small & Medium Enterprises on its fixed capital investment excluding land & vehicle.
- ii. "**Fixed Capital Investment**" means investment made in technical civil works, plant & machinery and other productive assets. The investment made on land & vehicle is excluded.
- iii. "**Substantial Expansion**" means additional investment in plant & machinery that have direct linkage with the process of production and with an enhancement of production above 25% from the production before expansion. A unit can avail subsidy, including expansions to the maximum tune of Rs. 100.00 Lakh on its fixed capital investment excluding land & vehicle.
- iv. "**Enterprises**" means an Industrial undertaking or business concern or any other establishment by whatever name called engaged in manufacture or production of goods in any manner pertaining to industry specified in the first schedule of Industries (development & Regulation) Act, 1951 (65 of 1951) or engaged in providing or rendering of any service or services.

- v. **"Micro Enterprises"** means an enterprise classified as such under sub-clause (i) of clause (a) or sub-clause (i) of clause (b) of Sub-Section (i) of Section 7, Chapter-II of MSMED Act, 2006.
- vi. **"Small Enterprises"** means an enterprise classified as such under sub-clause (ii) of clause (a) or sub-clause (ii) of clause (b) of Sub-Section (i) of Section 7, Chapter-II of MSMED Act, 2006.
- vii. **"Medium Enterprises"** means an enterprise classified as such under sub-clause (iii) of clause (a) or sub-clause (iii) of clause (b) of Sub-Section (i) of Section 7, Chapter-II of MSMED Act, 2006.
- viii. **"Captive Power Generation Set"** means the power generating sets running in kerosene or petrol or HSD or Gasoline and which is required for meet the power requirement of the enterprise. The power generating set of capacity of 15 K.W. or more shall have to be certified by Electrical Inspector or authorized officials of Electricity Department , A&N Administration.
- ix. **"Solar Power"** means the power generated by harnessing the sun light using State of Art Technology for meeting the power requirement of enterprise.
- x. **"Wind Power"** means the power generated by harnessing the wind power using State of Art Technology for meeting the power requirement of enterprise.
- xi. **"Biomass"** as a renewable energy source, refers to living and recently dead biological material that can be used as fuel or for industrial production to generate electricity.
- xii. **"Hydro Power"** means the power generated by harnessing the Hydro Power using State of Art Technology for meeting the power requirement of enterprise.
- xiii. **"Technical Civil works"** means the actual price paid for the building or its construction to the extent needed for the purpose of the unit. Compound wall, approach road, administrative office building, toilets, labour rest room and quarters for workers, sanitation room, security/guard room or enclosure, consultancy fee are ineligible.

4. **Eligibility :**

All Micro, Small & Medium Enterprises preferably engaged in Tourism, Food Processing, Handicrafts, Manufacturing & Information Technology shall be eligible for subsidy under this programme provided the unit has either:

- i. Is having a memorandum under the Micro & Small Enterprise Development Act, 2006 with District Industries Centre , A & N Islands or
- ii. Is holding license from Govt. of India, Ministry of Industry or
- iii. Is a holder of approved Industrial Entrepreneur Memorandum or
- iv. Is a 100% Export Oriented Unit (EOU) approved by Govt. of India, Ministry of Industry or
- v. Is holding Udyog Aadhaar Memorandum & Udyog Aadhaar Acknowledgement.
- vi. Holding license, approval and No Objection Certificate wherever applicable.
- vii. Investment on second hand plant & machinery equipment and other fixed assets is ineligible for subsidy.
- viii. A unit can avail subsidy, including expansions to the maximum tune of Rs. 100.00 Lakh on its fixed capital investment excluding land and vehicle. Maximum subsidy on technical civil works is 30% of total eligible amount of subsidy or actual amount whichever is less. The maximum eligible subsidy, in any case for technical civil works is Rs. 30.00 Lakh.
- ix. The computation of subsidy shall be considered only when cashless transaction/payment are made and no payment in cash shall be considered eligible for computation of subsidy.
- x. Any Micro, Small & Medium Enterprises that has availed assistance under this programme shall not be eligible to avail assistance under similar programmes of A&N Administration and Govt. of India.
- xi. The unit should employ 60% of its staff from Islanders.

5. Terms & Condition :

- i. Units/ enterprise claiming subsidy under this programme must satisfy any one of the following conditions:
 - a. The unit shall be set up on its own land.
 - b. The unit shall be set up on the land leased to it for a minimum period of five years from the date of application for subsidy.
 - c. The unit shall be set up in a rented building, which is leased to it for a minimum period of five years from the date of application for subsidy.
- ii. Hotels fulfilling the following criteria:
 - a. Full time operation 7 days/week in season.
 - b. Possessing all kind of license.
 - c. Should consist of minimum 10 lettable rooms with all rooms having outside windows/ventilation.
 - d. Minimum size of bedroom excluding bathroom must be 120 square feet.
 - e. Minimum size of bathroom is 30 square feet.
 - f. Provision of wheelchair for the differently abled guest.
 - g. All rooms should have attached bathroom, space for public rest & dining.
 - h. Should have Refrigerator with deep freeze.
 - i. Should comply with the regulations and provisions of A&N Fire Department as applicable.
- iii. Subsidy is available only for technical civil works and purchase of plant & machinery; land and vehicle shall not be eligible for subsidy. The unit availing subsidy for technical civil works, shall submit completion certificate from Municipal Council/PRI, as required.
- iv. The land in which the enterprise is setup shall be converted for commercial use and the unit should obtain No Objection Certificate/Approval from the Municipality/ Gram Panchayat/ District Administration as the case may be, for site development and construction works.
- v. No claim of subsidy more than one year old from the date of commencement of commercial production/ substantial expansion shall be entertained.
- vi. The claim for procurement of Pollution Control Equipments including Sewage Treatment Plant (STP) & Effluent Treatment Plant (ETP), Captive Power Generation Sets, Solar Power, Wind Power, Bio Mass & Hydro Power, shall be accepted irrespective of the date of commencement of commercial production or service. The claim must be submitted within one year from the date of purchase or within six months from the date of commissioning/ installation of the equipment.
- vii. The commissioning of Pollution Control Equipments, Captive Power Generation Sets, Solar Power, Wind Power, Bio Mass & Hydro Power should be completed on or after 01.04.2017 and before 31st March, 2020 and the maximum subsidy eligible for the same is Rs. 10.00 Lakh. Home stays registered with Tourism Department shall also be eligible for subsidy on Pollution Control Equipment and Power Generation Equipment, provided all the criteria under the notification laid down by Tourism Department, A&N Administration is fulfilled.
- viii. Water Sports activity including Scuba Diving, Canoeing, Kayaking, Para Sailing, Rafting, Rowing, Water Skiing and Jet Skiing.
- ix. Tourist Boats including House Boats registered under IV Act or MS Act for tourism purpose.
- x. Any other new project/activity for promotion of Tourism Sector in the perview of MSME sector could be considered, as per the recommendation of Scrutiny Committee.
- xi. Any unit availing assistance under this programme should remain operational for minimum 05 years from the date of commencement of production/service, except on account of any natural calamity or other unforeseen circumstances failing which the subsidy is liable to be returned to A&N Administration.

6. Procedure for Claiming Subsidy :

- i. After obtaining Udyog Aadhar Memorandum and Udyog Aadhar Acknowledgement, the unit shall apply online through website and furnish the printout copy to the Directorate of Industries, Andaman & Nicobar Administration in the prescribed form (**Annexure-I**) along with all supporting documents, bills/ vouchers alongwith supporting money receipt and
 - a. Certificate from registered Chartered Accountant regarding Capital expenditure incurred on the project.
 - b. Item-wise and cost-wise details of the civil works envisaged duly certified by the Chartered Engineer (Civil), if any.
 - c. Item-wise and cost-wise details of plant & machinery envisaged duly certified by Chartered Engineer (Mechanical), if any.
 - d. A certificate from the financial institution certifying the amount of loan sanctioned and disbursed, if any.
 - e. Document relating to conversion of land for commercial purpose under A&N Islands Land Revenue and Land Reform Regulation, 1966, as required.
 - f. Approved building plan from Municipal Council/PRI, as required.
 - g. Clearance from Pollution Control Committee as required.
 - h. Any other document, if required by the Administration.

7. Sub-Committee and Scrutiny Committee :

- i. The claim will be placed before the Sub-Committee comprising of :-

a. Director of Industries, A & N Administration	: Chairman
b. Representative of concerned functional department	: Member
c. Sr. Accounts Officer (Fin.), A & N Administration	: Member
d. Representative of A&N Public Works Department, A & N Administration	: Member
e. Representative of Electricity Department, A & N Administration	: Member
f. Representative of concerned financial institution/bank	: Member
g. Assistant Director (Tech.), Directorate of Industries	: Member Secretary

A physical verification of the unit, if required, shall be conducted by Directorate of Industries, A&N Administration alongwith representative of concerned functional department, APWD, Electricity & representative of Finance Department, A & N Administration with respect to the claim submitted before placing the claim to the "Sub-Committee". The "Sub Committee" shall and do the preliminary scrutiny before placing the claim to the "Scrutiny Committee".

- ii. The recommendation of the sub-committee alongwith detailed claim of the Industrial unit will be submitted to the scrutiny committee comprising of:-

a. Secretary (Industries), A & N Administration	: Chairman
b. Jt. Secretary (Finance), A & N Administration	: Member
c. HoD of concerned functional department	: Member
d. Director (Industries), A & N Administration	: Member Secretary
- iii. After recommendation of the Scrutiny Committee, the Directorate of Industries shall process for obtaining Administrative Approval and Expenditure Sanction of Competent Authority.

8. Sanctioning Authority :

Hon'ble Lt. Governor, A & N Islands shall be the sanctioning authority or as per Delegation of Financial Power Rule, 1978, vide A&N Administration Order No. 995 dated 28th March, 2014 for grant of expenditure/ financial sanction with respect to subsidy/ financial assistance have been re-delegated to Administrative Secretary/ HoD up to the financial limit prescribed there under or as applicable from time to time.

9. Documentation :

On receipt of the sanction from the sanctioning authority, the Directorate of Industries shall issue sanction letter to the unit stating the amount sanctioned and the unit shall be required to furnish the following documents in order to avail the sanctioned subsidy:

- a) An agreement executed with the Govt. in the prescribed form (**Annexure- II**) appended to this notification.
- b) Authorized person and bank detail of the unit.
- c) An undertaking from the unit to the effect that the subsidy shall be adjusted towards the loan account in case the unit has avail financial assistance from Govt./ Financial Institutions/ Bank/ Corporation for creating fixed assets (**Annexure- III**).

10. Disbursement of Subsidy :

The Directorate of Industries, Andaman & Nicobar Administration shall be disbursing agency for the subsidy and will be responsible for maintaining all records of such disbursement. On obtaining approval from the Competent Authority and the documents Directorate of Industries shall prepare bill and sent to PAO for disbursement of subsidy.

11. Recall of Subsidy:

The Lt. Governor may recall the subsidy disbursed under the programme in respect of a unit under any of the following circumstances:

- i. In case there is a breach of any condition of notification/agreement executed by the enterprise/ unit.
- ii. In case the unit has obtained the subsidy by misrepresentation of facts or by furnishing false information.
- iii. In case the unit goes out of production within five years from the date of commencement of production, except in cases where the unit remains out of production for a short period extending not more than six months, due to reasons beyond its control.
- iv. In case the unit fails to furnish any information/ report as and when sought.
- v. In case the unit, without taking prior approval of Director of Industries, Andaman & Nicobar Administration shifts the location of the unit or a part of it or disposes a substantial part or whole part of its fixed capital investment within a period of five years after the receipt of subsidy.
- vi. In case the unit is found ineligible for any reason.

12. Power of Interpretation :

Power of Interpretation of any clause under the programme shall lie with the Scrutiny Committee, constituted under the said notification of A & N Administration.

13. Power of Relaxation :

Power of Relaxation of any clause under the programme shall lie with the Administrator, A & N Administration.

14. Arbitration :

In the event of any dispute or difference arising out of the programme or any of the claims therein, the same shall be referred to a sole Arbitrator appointed by Hon'ble Lt. Governor and the provision of Arbitration and Conciliation Act, 1996 shall be applicable. The decision of the Arbitration shall be final and binding on both the parties and the proceeding of the Arbitrator shall be held at Port Blair.

15. Jurisdiction :

Competent Court at Port Blair shall have the jurisdiction over the disputes arising out of the scheme "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017".

Prof. Jagdish Mukhi
Lt. Governor (Administrator),
Andaman & Nicobar Islands.

By order and in the name of the Lt. Governor,

Sd./-
(Ajit Anand)
Director of Industries

CHECKLIST

1.	Registration Number	
2.	Registration Date	
3.	Date of commencement of commercial production	
4.	Date of expansion, if any	
Details of Documents Submitted (Self Attested)		
5.	Application in prescribed format	
6.	Chartered Accountant Certificate	
7.	Chartered Engineer (Civil) Certificate (wherever applicable)	
8.	Chartered Engineer (Mechanical) Certificate (wherever applicable)	
9.	Certificate from the concerned bank or the financial Institution (wherever applicable)	
10.	Land ownership document/Lease Agreement.	
11.	Land Conversion Order from competent authority	
12.	Building Plan Approval from competent authority	
13.	License/Approval/NOC (wherever applicable)	
14.	NOC from Pollution Control Board with date	
15.	Bills/Vouchers/Money Receipts of machineries and equipments claimed	
16.	Commissioning Report (wherever applicable)	
17.	Transaction Statement	

APPLICATION FORM

1.	Name of Applicant & Enterprise							
2.	Address for Communication							
3.	Location of Enterprise							
4.	Category of Enterprise (Micro/Small/Medium)							
5.	Nature of Activity (Manufacture/ Service)							
6.	Type of Organization							
7.	Date of Commencement of Production/Activity							
8.	Registration Number with date							
9.	Land Conversion Order No. with date							
10.	Building Plan Approval Order No. with date							
11.	NOC from Pollution Control Board with date							
12.	The activity for the unit has been approved by the following financial institution/ bank (if any)							
13.	Investment in Fixed Assets (Rupees in Lakh)							
	Land Value (Owned/Rented/Leased)							
	Building Value (Owned/Rented/Leased)							
	Plant, Machinery & Equipment Value							
	Total							
14.	Employment (Nos.)							
	Management & Office Staff							
	Supervisory							
	Workers							
	Total							
15.	Category (SC/ST/OBC/Others/Physically Challenged/Women)							
16.	Power Requirement							
17.	Water Requirement							
18.	Date of commencement of Storage of Water							
19.	Date of commencement of Captive Power Generation							
20.	Installed capacity of Power Generating Set/ Pollution Control Equipment/ Solar Power/ Wind Power/ Bio Mass/ Hydro Power							
21.	Statement of Claim							
Sl. No.	Particulars of Productive Assets/ Plant & Machinery	From whom purchased	Date of Purchase	Details of supporting document		Transaction		Amount claimed (Rs.)
				Bill No.	Date	No.	Date	

- I/We hereby agree that I / we shall forthwith repay the amount disbursed to me/us under this programme, if the amount of Rs. (Rupees.....) towards% investment subsidy is found to have been disbursed in excess of the amount actually admissible for whatsoever the reason. Further, we shall also be liable to pay interest at such rate as prescribed by the Government from time to time on such amount as such other charges/ expenses which may be payable by us.
- It is hereby further certified that I have neither applied nor have received any amount by way of grant or subsidy in respect of this unit from Government/ Financial Institution.

Signature of the Applicant

AGREEMENT

THIS INDENTURE MADE ON day of Two Thousand BETWEEN The President of India acting through the Lieutenant Governor (Administrator), Andaman & Nicobar Islands, acting through the Director of Industries, Andaman & Nicobar Administration hereinafter will be called as the 'First Party' (which expression shall unless it be repugnant to the context or meaning thereof deem to include its successors and assigns/ his heirs, executors, administrators and assigns) and Messers having its office at hereinafter called the 'Second Party' (which expression shall unless it be repugnant to the context or meaning thereof deem to include its successors and assigns/ his heirs, executors, administrators and assigns).

WHEREAS:

1. Andaman & Nicobar Administration has framed a programme called the "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017" for the units set up in Andaman & Nicobar Group of Islands (hereinafter referred to as 'the said programme') where under with a view to promoting growth of industries in the Andaman & Nicobar Group of Islands by the A & N Administration by granting a subsidy to the parties who set up unit in the Andaman & Nicobar Group of Islands and undertake substantial expansion of existing industries set up in Andaman Nicobar Islands and the said parties satisfy the terms and conditions laid down under the programme.
2. The Islands Infrastructure Subsidy hereinafter referred to as the said subsidy sanctioned by the Andaman & Nicobar Administration.
3. The 'First Party' has appointed the Director of Industries, Andaman & Nicobar Administration (hereinafter referred as 'Director of Industries') to act as Agent for the Disbursement of the said subsidy.
4. The 'Second Party' has set up an Industry at and have satisfied the condition of the subsidy programme and have, therefore, becomes eligible for the benefits under the said subsidy programme.
5. Under the said subsidy programme, the 'Second Party' is eligible for subsidy to the extent of 50% their fixed capital investment to a maximum limit of Rs. 100.00 lakhs (Rupees Hundred Lakh) where such investment is made in the Union Territory of Andaman & Nicobar Islands.
6. The 'Second Party'(s) by his/ her/ their application dated the day applied to the Administration for the grant of subsidy amounting to..... (Rupees only).
7. After considering the above application and the further representation made by the 'Second Party' from time to time the total fixed capital investment to be made for the purpose of the said expended portion of the new unit at is estimated to the tune of Rs./- (Rupees..... only). Accordingly the maximum amount 50% admissible comes to Rs...../- (Rupees..... only).
8. Relying on the said application and subsequent representation made by the 'Second Party', the 'First Party', has sanctioned the Capital Subsidy of Rs...../- (Rupees only) and the Director of Industries , Andaman & Nicobar Administration has agreed to pay the same on behalf of the 'First Party' to the 'Second Party' on his/her/their executing the necessary documents, as hereinafter appearing and creating the fixed assets to the tune of Rs./- (Rupees only).

NOW THIS INDENTURE WITNESSE AND it is hereby agreed by and between the parties here to as under:

In consideration of the 'First Party' agreeing to give the 'Second Party' under the said programme, in such installments as the Administration in its sole discretion think fit, an aggregate amount of Rs...../- (Rupees.....only) as and by way of the subsidy on the 'Second Party' creating the fixed assets of Rs./- (Rupees only) for the purpose of the said unit as the 'Second Party'(s) do and each both hereby cotenants with the Govt. as under:-

1. The Director of Industries, Andaman & Nicobar Administration will be entitled in his sole discretion make disbursement of the subsidy of any part thereof either in one or more installments to the 'Second Party' on its complying with the terms and conditions of the subsidy and of this Agreement.
2. In the event of the Director of Industries , Andaman & Nicobar Administration, ultimately deciding for any reason whatsoever, that, the 'Second Party' is/are entitled to a lesser amount, the excess amount of the "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017" shall be repaid by the 'Second Party' to the 'First Party' or to the Director of Industries as the authorized Agent of the 'First Party' or to the Director of Industries as the authorized Agent of the 'First Party' together with interest accrued thereon at the rate of 12½% (Twelve and a half percent) per annum or such other higher rate as the 'First Party' or the Director of Industries may decide from time to time from the date of payment of the said sum of Rs...../- (Rupees..... only) or any part thereof paid under this Agreement till the repayment.
3. The 'Second Party' shall not without taking prior approval the Director of Industries, Andaman & Nicobar Administration, change the location of the whole or any part of Industrial Unit or effect any substantial change in the said project.
4. The 'Second Party' shall promptly furnish to the Director of Industries , Andaman & Nicobar Administration /'First Party', certified copies of its Audited Balance Sheet and profit & loss account within a period of six months from and by such dates as may be prescribed by the Administration from time to time.
5. The said sum Rs...../- (Rupeesonly) or such part thereof as may have been till then paid by the 'First Party' to the 'Second Party' shall become forthwith repayable by the 'Second Party' to the 'First Party' in each and every of the following events, namely:
 - a. If the 'Second Party' fail to go into production within a reasonable time, or;
 - b. If the 'Second Party' go out of production within five years from the date of commencement of production, or;
 - c. If the 'Second Party' change the location of the whole or any part of the industrial unit or effect any substantial part of the total fixed capital investment within a period of five years going into production, or;
 - d. If any information furnished by the 'Second Party' in his/her/their application for the subsidy or otherwise howsoever particularly regarding the location, capital investment and production capacity of the said unit prior to sanctioning of the said sum Rs...../- (Rupees only) as the subsidy is found to be incorrect or false, or;
 - e. If a distress or execution shall be levied upon any property of the 'Second Party' or any part of the said factory or Receiver thereof be appointed, or;
 - f. If the 'Second Party' commits breach of anyone of the covenants or provisions, or terms and conditions herein contained and on their part to be observed and performed, or;

- g. If the 'Second Party' close the said factory for a period exceeding six months at a time for reasons, other than the labour trouble, want of electric power or raw materials, shall cause to discontinue the business for any reason whatsoever, or;
 - h. If the 'Second Party' or any of their partner file a petition for being adjudicated insolvent or are adjudicated insolvent, or;
 - i. If any petition for winding up the 'Second Party's company is presented to any court or the company of the 'Second Party' passes any resolution for being wound up, or;
 - j. If the 'Second Party' fail or neglect to forthwith execute such further documents as may be required by the 'First Party' or to duly comply with any directions given to it by the 'First Party' or the Director of Industries. In each one of the aforesaid contingencies the 'Second Party' agree to repay the whole amount mentioned above with interest there on at the rate of 12½ % (Twelve and a half percent) per annum or such other higher rates as the 'First Party' or the Director of Industries may decide from time to time from the date of disbursement for the subsidy till the repayment.
6. The 'Second Party' shall permit any person or persons authorized by the 'First Party' in that behalf at any time and from time to time during the usual time of the business to inspect and examine any part of the said enterprises and shall render to him/them such assistance as may be required for the purpose aforesaid. The 'Second Party' shall furnish to the 'First Party' or to such person or persons as aforesaid. The 'Second Party' shall furnish to the 'First Party' or to such person or persons as aforesaid all such information relating to the said factory as may be required by such person or persons.
7. The 'Second Party' shall observe and perform, all instructions and directions that may be issued from time to time by the 'First Party' or the Director of Industries in relation to utilization of the said sum of Rs...../- (Rupees only) and shall for five years hereinafter submit to the 'First Party' yearly/ periodical progress report to the Director of Industries on the working of the said unit at the time in the prescribed form by 'First Party' or Director of Industries (Annexure-IV).
8. The 'Second Party' shall:
- a. Furnish information asked for by the Government of India or by the 'First Party', or by the Member Secretary, Scrutiny Committee from time to time, and;
 - b. Furnish to the Director of Industries, Andaman & Nicobar Administration, Port Blair certified copies of the Statement of Accounts including the Balance Sheet as also periodical statements in such form and by such dates as may be prescribed by the 'First Party' or the Director of Industries from time to time, and;
 - c. Furnish true copies of the documents as may be required by the 'First Party' or the Director of Industries time to time.
9. In the event of any dispute or differences arising between the 'First Party' & 'Second Party' hereto in respect of or in relation to this Agreement or any provision herein contained either during the subsistence of this Agreement, the same shall be referred to the Sole Arbitrator appointed by the Lt. Governor of Andaman & Nicobar Administration. The provisions of Arbitration & Conciliation Act, 1996 shall be applicable in this regard. The decision of the Sole Arbitrator shall be final and binding on the parties. The proceeding of Arbitration shall be held at Port Blair.
10. In the event of any action arising under any of the clauses hereinabove, the 'Second Party', the Legal charges and such other costs as the Director of Industries may be required to incur in connection with the action contained above of the 'Second Party'.
11. The 'Second Party' hereby agreeing to bear and pay all the costs/charges and the expensed incidental to the preparation and the execution of this Agreement.
12. The 'Second Party' hereby agrees to authorize the Director of Industries, Andaman & Nicobar Administration to pay directly to the Financial Institution/Bank out of subsidy amount sanctioned by the 'First Party', for such amount due to be paid to the Financial Institution /Bank, towards loan alongwith interest, granted by the Financial Institution/ Bank for creation of fixed assets, for which the said subsidy is sanctioned.

IN WITNESS WHEREOF the 'First Party' and the 'Second Party' have affixed their common seal to this writing the day and year first hereinabove written.

THE COMMON SEAL OF

Is here up to affixed pursuant to the resolution of the Board of Directors of the Company passed on the day in the presence of who has/have put his/her/their signature IN TOKEN OF HIS PRESENCE in the presence of

Or

IN THE WITNESS WHEREOF the 'First Party' and the 'Second Party' have put their (respective) hands hereto the day and year hereinabove written.

Signature & Seal of Applicant

In the presence of

1.

2.

Director of Industries

In the presence of

1.

2.

UNDERTAKING

We hereby undertake that we shall permit any person authorized by the Director of Industries or by Administration in their behalf any time and from time to time during the usual time of business to inspect and examine the necessary records and book of accounts, in order to check the utilization and use of "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017" received by us and to ensure that the raw materials and the finished goods in respect of which "Andaman & Nicobar Islands Infrastructure Subsidy for Micro, Small & Medium Enterprises, 2017" has been given to us were actually used in our units.

We shall furnish to the Director of Industries, Andaman & Nicobar Administration all such information as asked for by the Administration of Andaman and Nicobar Islands or by any other officer authorized by the Director of Industries from time to time.

We undertake that the subsidy shall be adjusted towards the loan account in case the Govt./ Financial Institutions/Corporation for creating assists the unit fixed assets.

We undertake that if the Director of Industries, Andaman & Nicobar Administration ultimately decides for any reason whatsoever that we are not entitled for the reimbursement of Subsidy in full or in part, the amount found to be inadmissible would be refunded to the Director of Industries, Directorate of Industries, Port Blair within one month from the date of such information.

Place : Port Blair

Dated :

Signature & Seal of Applicant

Annexure-IV

Form for the applicant to be submitted for the working of the unit for a period of 5 years from the date of commencement of the unit

1.	Name of Applicant & Enterprise		
2.	Address for Communication		
3.	Location of Enterprise		
4.	Category of Enterprise (Micro/Small/Medium)		
5.	Nature of Activity (Manufacture/ Service)		
6.	Type of Organization		
7.	Date of Commencement of Production/Activity		
8.	Registration Number with date		
9.	Subsidy amount granted		
10.	Details of subsidy amount utilized		
11.	Progress made after grant of subsidy		
12.	Employment (Nos.)	Local	Non-Local
	Management & Office Staff		
	Supervisory		
	Workers		
	Total		
13.	Category (SC/ST/OBC/Others/Physically Challenged/Women)		
14.	Annual Turnover		
15.	Tax paid (Income, service, property etc.)		
16.	Any other information required by the Administration		

The information given by me as above has been verified from the official's record and is found correct.

Signature of Applicant