

Annexure -I

**Programme for Infrastructure Support including subsidy on Pollution Control Equipments/
Captive Power Generation Sets/ Solar Power/ Wind Power/ Bio Mass/Hydro Power to MSE's the
Directorate of Industries, A & N Administration**

To
The Director of Industries
Andaman & Nicobar Administration
Port Blair

Sub: Programme for Infrastructure Support including subsidy on Pollution Control Equipments/Captive Power Generation Sets/Solar Power/Wind Power/Bio Mass/Hydro Power -regarding.

Sir,

In accordance with the programme on infrastructural support including subsidy on Pollution Control Equipments/Captive Power Generation Sets/Solar Power/Wind Power/Bio Mass/Hydro Power an application is being submitted herewith for grant of subsidy of Rs..... on Pollution Control Equipments/Captive Power Generation Sets/ Solar Power/Wind Power/Bio Mass/Hydro Power. The following details are furnished below:

1. Name of the Enterprise:
2. Location of the Enterprise:
3. Registration No. and Date:
4. Fixed investment:
 - a. Land (as per annexure-II)
 - (i) Purchased Value/lease premium
 - (ii) Land development charges
 - b. Building
 - c. Plant and machinery
 - d. Captive Power Generating Set (as per annexure-II)
 - e. Other machinery
 - f. Pollution control equipments (as per annexure-II)
 - g. Other fixed assets
5. Power requirement
6. Water requirement
7. Date of commencement of Storage of water
8. Date of commencement of Captive Power Generation
9. Employment of Enterprise:
10. Installed capacity of Power Generating Set
11. Installed capacity of Pollution control equipment
12. Installed capacity of Solar Power
13. Installed capacity of Wind Power
14. Installed capacity of Bio Mass
15. Installed capacity of Hydro Power

It is hereby certified that I/we have not neither applied for nor received any amount by way of subsidy of Pollution Control Equipments/Captive Power Generation Sets/Solar Power/Wind Power/Bio Mass/Hydro Power from the Government.

Your's faithfully

Signature of applicant

Date:

Encl:

Note: Mere submission of the claim does not enable the unit to obtain the subsidy, the subsidy will be considered only when the unit is found economically viable and pollution free.

The application should contain copies of Registration Certificate, Bills/Vouchers on cost of Pollution Control Equipments/Captive Power Generation Sets/Solar Power/Wind Power/Bio Mass/Hydro Power/Proof of ownership of land/lease of land/Industrial Conversion Certificates/No Objection Certificate from competent authority.

Annexure -II

Details of Investment on Procurement of Pollution Control Equipments/Captive Power Generation Sets/Solar Power/Wind Power/Bio Mass/Hydro Power

Sl. No.	Bill No. and Date	Particulars	Amount	Remarks

Signature of applicant
Name and seal of the unit.

ANNEXURE E-III

Name of the Chartered Accountant (s):

We hereby certify
that..... have acquired

(Name of the Unit)

following fixed assets
upto.....

(Address)

for manufacture of by the industrial unit.

(Name of the product)

Item of fixed assets	Values	
1. Lease -hold/ Free-hold land		
2. Cost of development of land		
3. Building under construction		
a) Amount paid to the building		
b) Amount paid for building materials		
c) Amount paid for wages & salaries etc. for building construction		
d) Architects Fee		
4. Electrical Installation		
5. Plant & Machinery		
a) Value paid for items at site		
b) Advance payment to machinery supplies		
6. Loading, unloading, Transportation, Octroi duties, erection expenses etc.		
7. Pre-operative expenses to be capitalized		
8. Preliminary expenses to be capitalized		
9. Other productive Assets		
10. Misc. Fixed Assets		
a.		
b.		
Total:		

We have checked the books of accounts of the unit invoices etc. and certify that the aforesaid information verified & certified to be true. We also certify that the aforesaid items have been duly paid for and no credit raised there against in the books of the credit.

Place:

Date:

Chartered Accountant
Registration No.

Annexure-IV

Verification Report

**STATEMENT OF CLAIM FOR REIMBURSEMENT OF 50% SUBSIDY FOR PROCUREMENT OF POLLUTION CONTROL EQUIPMENTS/
CAPTIVE POWER GENERATION SETS/ SOLAR POWER/ WIND POWER/ BIO MASS/ HYDRO POWER**

Name and Address of the Enterprise:

Sl. No.	Particulars of Plant and machinery	Date of Purchase	From whom purchased	Details of supporting document		Money Receipt		Amount claimed	Amount disallowed	Amount eligible	Reason for disallow/remarks
				Bill. No.	Date	No.	Date				

Signature of the verifying authority

EMPLOYMENT GENERATION

Sl. No.	Name of the Enterprise	Employment Generation					
		Skilled	Unskilled	Supervisory	Watch & Ward	Local	Non Local
1	2	21(a)	21(b)	21(c)	21(d)	21(e)	21(f)

13. DETAILS OF THE CLAIM:

Sl. No.	Name of Enterprise	Particulars of Machinery	Date of purchase	From whom purchased	Details of supporting		Money receipt		Amount claimed	Amount disallowed	Amount eligible
					Bill No.	Date	No.	date			
1	2	22	23	24	25(a)	25(b)	26(a)	26(b)	27	28	29

Sl. No.	Name of the Enterprise	Subsidy entitled% of Col. 30	Date of Sub Committee meeting

Annexure - VI

Agreement

This agreement made at Port Blair this Day of between the Director of Industries, Andaman and Nicobar Administration, Port Blair and S/o carrying on business in the Name and style M/s having its office at Port Blair hereinafter called the "Entrepreneur" (Which expression shall unless it be repugnant to the context meaning there off deem to include his successors, heirs for the time being of the said firm, executors, administration and assigns on one part and the President of India acting through the Lt. Governor, Andaman and Nicobar acting through the Director of Industries, Andaman & Nicobar Islands, hereinafter referred to as the "Administration" which expression shall unless it be repugnant to the context of meaning there off deem to include his successors and assigns on the other part.

NOW WHEREAS:

1. The Director of Industries, Andaman and Nicobar Administration has framed a programme called "50% subsidy for procurement of pollution control equipments/captive power generation sets/solar power/wind power/bio mass/hydro power for the Enterprises set up in the Andaman and Nicobar Islands (hereinafter referred to as "the said programme". Where under with a view to promote growth of Micro & Small Enterprises in the A & N Islands, the Administration will grant a subsidy to the parties who have procured and installed pollution control equipments/captive power generation sets/solar power/wind power/bio mass/hydro power. If the said parties satisfies the terms and conditions as laid down under the programme.
2. The A & N Administration selected the entire Union Territory of the Andaman and Nicobar Islands (hereinafter referred to as the UT of Andaman and Nicobar Islands) for the purpose of extending the benefit of the said programme.
3. So far as the said UT of Andaman and Nicobar Islands are concerned, the Administration has decided to implement the said programme through the Directorate of Industries of Andaman & Nicobar Administrations.
4. The Administration of Andaman and Nicobar Islands has appointed the Director of Industries, A & N Islands (hereinafter referred to as the Director of Industries) to act as one of the agent for disbursement of the said subsidy.
5. The entrepreneur intend to set up an industry at A & N Islands and have satisfied other condition of the 50% subsidy programme and have therefore, become eligible to the benefits under the said 50% subsidy for procurement of pollution control equipments/captive power generation sets/solar power/wind power/bio mass/hydro power subsidy programme.
6. Under the said infrastructure support subsidy programme, the entrepreneurs are eligible to get subsidy equivalent to 50% Subsidy for procurement of Pollution Control Equipments, 50% Subsidy for Captive Power Generation Sets, 50% Subsidy for Solar Power, 50% Subsidy for Wind Power, 50% Subsidy for Bio Mass & Hydro Power for Micro & Small Enterprises in Andaman & Nicobar Islands in each case.

7. The entrepreneur(s) by their application dated the day of two thousand applied to the Director of Industries for grant of 50% infrastructural support subsidy amounting to Rs..... (Rupees only).
8. After considering the above application and subsequent representation made by the entrepreneurs, and fixed investment made on the Power Generation Set of the said unit/ situated at after inspecting is estimated to be Rs.....(Rupees..... only). Accordingly the maximum amount of 50% of infrastructural subsidy admissible is Rs..... (Rupees..... only).
9. Replying the said application and subsequent representations made by the entrepreneurs, the Administration has sanctioned the infrastructural support subsidy 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 Administration agreeing to give the entrepreneurs under the said programme, in such installments as the Administration in its sole discretion think, fit, an aggregate amount of Rs. (Rupeesonly) as and by way of the infrastructural support subsidy on the entrepreneurs creating the assets worth Rs. (Rupees only) for the purpose of the said unit as the entrepreneur(s) do and each both hereby content and with the Administration as under: -

10. The Director of Industries will be entitled in his sole discretion make disbursement of the Infrastructural support subsidy or any part thereof either in one or more installment to the party on its complying with the terms and conditions of this infrastructural support subsidy and of this agreement.
11. In the event of the Director of Industries ultimately deciding for any reason whatsoever, that , the entrepreneur are entitled to a lesser amount, the excess amount of the infrastructural support subsidy shall be repaid by the entrepreneurs to the Administration of the Director of Industries as agent of the Administration along with interest thereon at the rate of 14% (fourteen percent) per annum or such higher rate as the Administration or the Director of Industries might decide from time to time the date of payment of the said sum of Rs..... (Rupees only) or any part thereof paid under this agreement till the repayment.
12. The entrepreneurs shall not without taking prior approval of Director of Industries, change the location of whole or any part of the Industrial unit or effect any substantial change in the said project.
13. The entrepreneurs shall duly observe and perform the conditions to be observed/ performed by him/it/them under the said programme.

14. The entrepreneurs shall promptly furnish to the Director of Industries/ Administration all the information asked for by the Director of Industries/ Administration and furnish to the Director of Industries/ Administration certified copies of its audited balance sheet and profit and loss account within a period of six months from the end of the year and also such other periodical statement in such form and by such dates as may be prescribed by the Administration from time to time.
15. The said sum of Rs.(Rupees..... only) or such part thereof as may have been till then paid by the Administration to the entrepreneurs shall become forthwith repayable by the entrepreneurs to the Administration in each and every of the following events namely
- a. If the entrepreneurs go out of production within the year from the date of installation of pollution control equipments/captive power generation sets, solar power/wind power/bio mass/hydro power.
 - b. If any information furnished by the entrepreneurs in their application for the subsidy or otherwise howsoever particularly regarding the location, capital investment and production capacity of the said unit prior to the sanctioning of the said sum of Rs. (Rupees only) as the subsidy all found to be incorrect or false.
 - c. If a distress or execution shall be levied upon any proprietary of the entrepreneurs or any part of the said factory or a receiver thereof be appointed.
 - d. If the entrepreneurs shall commit a breach of any one of the provisions herein contained and on his/their part to be observed that performed.
 - e. If the entrepreneurs close the said factory for a period exceeding six months at a time within five years as refer in (a) above for reasons, " other than the labour trouble, want of electric power or raw materials or shall cease to carry on business for any reason whatsoever."
 - f. If the entrepreneurs or any of them file a petition for being adjudicated in solvent.
 - g. If any petition for winding up the entrepreneurs Company is presented to any Court or the entrepreneurs company passes any Resolution for being wound up.
 - h. If the entrepreneurs fail or neglect to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration or the Director of Industries. In each one of the aforesaid contingencies the entrepreneur agree to repay the whole amount mentioned above with interest thereon at the rate of 14% (Fourteen Percent) per annum or such other higher rate as the Administration or the Director of Industries might decide from time to time from the date of disbursement of the subsidy till the repayment.
16. Whenever any due and payable by the entrepreneurs under these presents shall be in arrears, the same shall without prejudice to any other right and the remedies of the Administration be recoverable from the entrepreneurs in the same manner as an arrears of the land revenue under the law for the time being in force in that behalf.

17. The entrepreneurs shall permit any person or persons authorized by the Administration 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 factory and shall render to him/them such assistance as may be required for the purpose aforesaid. The entrepreneurs shall furnish all such information relating to the said factory as may be required by such person or persons.
18. The entrepreneurs shall observe and perform all instructions and directions that may be issued from time to time by the Administration or the Director of Industries in relation to utilization of the said of Rs. (Rupees..... only) and shall for five years hereafter submit to the Administration yearly/periodical progress report to the Director of Industries regarding working of the said unit at the time and in the form prescribed by Administration or the Director of Industries .
19. The entrepreneur shall:
 - a. Furnish information asked for by the Administration of Andaman and Nicobar Islands or by the Member Secretary, Scrutiny Committee from time to time.
 - b. Furnish to the Director of Industries certified copies of the Annual Statement of Accounts including the Balance Sheet as also periodical statement in such form and by such dates as may be prescribed by the Administration or the Director of Industries.
 - c. Furnish true copies of the documents as may be
20. 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 thereafter the same shall be referred to Sole Arbitration of a suitable person, acceptance to the entrepreneurs as well as the Administration and/or the Director of Industries or any other person nominated by him and his decision thereon shall be final and binding on the parties. Such Arbitration shall be under the provisions of the Arbitration Act, 1940.
21. The entrepreneurs agree that in respect of any matter arising under this Agreement, the Courts in Port Blair will have exclusive jurisdiction and that the entrepreneurs submit to the same.
22. In the event of any action arising under any of the clauses herein above, the entrepreneurs agree to pay to the Director of Industries as agent of the Administration, legal charges and such other costs as the Director of Industries may be required to incur in connection with the aforesaid action.
23. The entrepreneurs agree to bear and pay all the costs charges and the expenses incidental to the preparation and execution of this agreement.

In witness whereof the entrepreneurs have affixed their common seal to this writing day and year first here in above written.

In witness whereof of the entrepreneurs have put their respective hands hereto the day and year first here in above written.

Signed and delivered
(Name of the Entrepreneur)
For and on behalf of
M/s
(Seal)

Director of Industries
Andaman and Nicobar Islands
Port Blair

In the presence of

1.

2.

Undertaking on Rs. 10/- Stamped Paper

1. 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 50% Subsidy for procurement of Pollution Control Equipments, Captive Power Generation Sets, Solar Power, Wind Power, Bio Mass & Hydro Power to Micro & Small Enterprises received by us and to ensure that the raw materials and the finalized goods in receipt of which 50% Subsidy for procurement of Pollution Control Equipments, Captive Power Generation Sets, Solar Power, Wind Power, Bio Mass & Hydro Power to Micro & Small Enterprises has been given to us were actually used in our Enterprise.
2. We hereby undertake that the unit shall utilize and continue to utilize the equipment for a further period of three (3) years from the date of installation of equipment.
3. We hereby undertake that the equipment shall not be sold/sublet within a period of 3 (three) years from the date of installation of equipment.
4. We hereby undertake that the subsidy shall be adjusted towards the loan account in case the unit is assisted by Government/ Financial Institution/Corporation for purchase of Equipment.
5. We shall furnish to the Director of Industries all such information as asked for by the Administration of Andaman and Nicobar Islands or by the Director of Industries or any other officer authorized by the Director of Industries from time to time.
6. We undertake that if the Director of Industries ultimately decides for any reason whatsoever that we are not entitled for the reimbursement of Subsidy for procurement of Pollution Control Equipments, Captive Power Generation Sets, Solar Power, Wind Power, Bio Mass & Hydro Power in full or in part, the amount found to be inadmissible would be refunded to the Director of Industries within one month.

Place :

Date :

PROPRIETOR

Receipt

Received a sum of Rs..... (Rupees Only) from Director of Industries, Andaman and Nicobar Administration, Port Blair being the procurement of Pollution Control Equipments/ Captive Power Generation Sets/ Solar Power/ Wind Power/ Bio Mass/ Hydro Power sanctioned to our unit M/s under Infrastructural Support Subsidy Programme vide Cheque No..... dated Drawn on State Bank of India, Port Blair.