

## ANNEXURE - 29

### FORMAT FOR ISSUE OF SANCTION ORDER IN RESPECT OF ETP SUBSIDY UNDER SEMICONDUCTOR POLICY 2010

No.....

GOVERNMENT OF KARNATAKA  
DEPARTMENT OF IT & BT

Office of the Director  
No.9, UNI Building  
Millers Road, Vasanthnagar  
Bangalore

#### CAPITAL SUBSIDY SANCTION ORDER FOR EFFLUENT TREATMENT PLANT (ETP)

Date: .....

Sub: Sanction of Capital Subsidy to M/s. .... Manufacturing  
..... Product.

Ref: 1. Your application for Investment Subsidy received on .....  
2. Government Order No. ITD 10 PRM 2008 Dt 25-2-2010

We are pleased to inform you that the Committee for sanction of capital subsidy for ETP in its meeting held on ..... has sanctioned a subsidy of Rs. .... (Rs. .... only) to your enterprise at ..... on the basis of the investment made by you on Air Pollution Control equipments and /or Water Pollution Control enterprises and its fixed assets. The committee has accepted the investment as detailed below:

a)	Air pollution control equipments and its fixed assets.	Rs.
b)	Water pollution control enterprises and its fixed assets.	Rs.
c)	Others	Rs.
	Total	Rs.

Accordingly, the amount of capital subsidy to which you are eligible is determined at Rs. .... (Rs. .... only) at 50% of the above investment under Semiconductor Policy 2010 and limited to .....

You shall have to execute an agreement and draft of which is enclosed to this sanction order. The original agreement should be on Stamp paper of Rs.100/-. The agreement should be executed by the proprietor in case of proprietary concern, by one or more Directors duly authorized by the Board of Directors of the company. The execution of the agreement should be under the common seal of the company, by all the partners in case of partnership concern. However, if any one of the partners holds a general power of attorney, he may execute the agreement on behalf of the remaining partners and furnish a certified true copy of the power of attorney. When the agreement is executed by a holder of general power of attorney, a certificate signed by all the partners on behalf of the firm to the effect that the general power of attorney is in force and not revoked as on the date of execution of the agreement, should be furnished.

Erasures, if any, should be properly attested No blank should be left in the agreement

form. The above agreement should be executed in the presence of Officer In charge,

AMD, KBITS The sanction of this capital subsidy is subject to following conditions.

If the State Government is satisfied that the 50% capital subsidy has been obtained by misrepresentation of the essential facts, furnishing of false information or if the enterprise goes out of production within one year after receipt of subsidy,, the State Government shall have the right to claim refund of the capital subsidy of Rs..... sanctioned, together with interest as the State Government may charge.

The grantee shall not change the location of the whole or any part of the industrial enterprise or effect any contraction or disposal of a part of its total fixed capital investment within a period of one year after the enterprise receives this grant.

In the event of the capital subsidy being sanctioned, while at a later date found to be not actually due, the grantee shall refund to Government. Such portion or whole amount as determined by the Directorate of IT&BT. In the event of the grantee failing of refund such amount, the same shall be recovered as arrears of land revenue.

Where the industrial enterprise goes out of production or remains closed without production activities within one year from the date of receipt of subsidy except in case where the enterprise remain out of production for short period extending not more than six months due in reasons beyond control, such as shortage of raw materials, power etc, the grantee shall refund to Government the entire subsidy received.

If the enterprise fails to refund the subsidy amount the same shall be recovered as arrears of land revenue. The capital subsidy sanctioned herein is in the nature of "Grant-in-aid" and shall not be construed as a "contract" with Government of Karnataka. The grantee shall not exercise his right of privity of contract in the matter of release of subsidy by Government of Karnataka, who shall release the subsidy amount as and when the grantee is eligible for the same, in such proportions and installments as the Government may regulate. The subsidy sanctioned will be released only through the concerned Financial Institutions/ Banks.

**DIRECTOR  
IT & BT**

