SURETY BOND

KNOW ALL MEN BY THESE PRESENTS that we, M/s ________________________, a ___________________(Type of organization) incorporated / registered under the ___________________(Name of the Act) and having its registered office at _____________________________________ (hereinafter called the “Obligers”) are held fully and firmly bound to the Governor of State____________ (hereinafter called the “Government”) for the sum of Rs._____________________(Rupees______________________ only) well and truly to be paid to the Government on demand and without a demur for which payment we firmly bind ourselves and our successors and assignees by these presents.

SIGNED on the _________________________ day of ______________________ in the year Two Thousand ________.

WHEREAS on the Obligers’ request, the Government as per Sanction Order No.____________________ Dated ____________________ (hereinafter referred to as the “Letter of Sanction”) which forms an integral part of these presents, and a copy whereof is annexed hereto and marked as Annexure-I, agreed to make in favour of the Obligers grants-in-aid of Rs._______________ (Rupees______________________ only) for the purpose of _________________________(description of the project) at ______________________________ out of which the sum of Rs.____________ (Rupees____________ only) have been paid to the Obligers (the receipt of which the Obligers do hereby admit and acknowledge) on condition of the Obligers executing a bond in the terms and manner contained hereinafter which the Obligers have agreed to do.

NOW the conditions of the above written obligation is such that if the Obligers duly fulfill and comply with all the conditions mentioned in the letter of sanction, the above written Bond or obligation shall be void and of no effect. But otherwise, it shall remain in full force and virtue. The Obligers will abide by the terms & conditions of the grants-in-aid by the target dates, if any specified therein.

THAT the Obligers shall not divert the grants-in-aid and entrust execution of the Scheme or work concerned to another institution(s) or organization(s).

THAT the Obligers shall abide by any other conditions specified in this agreement and in the event of their failing to comply with the conditions or committing breach of the bond, the Obligers individually and jointly will be liable to refund to the President of India, the entire amount of the grants-in-aid with interest of 10% per annum thereon. If a part of the grants-in-aid is left unspent after the expiry of the period within which it is required to be spent, interest @10% per annum shall be charged upto the date of its refund to the Government, unless it is agreed to be carried over.
The Obligers agree and undertake to surrender / pay the Government the monetary value of all such pecuniary or other benefits which it may receive or derive / have received or derived through / upon unauthorized use of (such as letting out the premises on adequate or less than adequate consideration or use of the premises for any purpose other than that for which the grants-in-aid was intended of the property) buildings created / acquired constructed largely from out of the grants-in-aid sanctioned by the State Government of _______, or the administrative Head of the Department concerned. As regards the monetary value aforementioned to be surrendered / paid to the Government, the decision of the Government will be final and binding on the Obligers.

AND THESE PRESENTS ALSO WITNESS THAT the decision of the Chief Secretary to the State Govt. of ____________ on the question whether there has been breach or violation of any of the terms or conditions mentioned in the sanction letter shall be final and binding upon the Obligers and

IN WITNESS WHEREOF these presents have been executed as under on behalf of the Obligers the day herein above written in pursuance of the Resolution No._____________ Dated _____________ passed by the governing body of the Obligers, a copy whereof is annexed hereto as Annexure-II and by ___________________________ for and on behalf of the Governor of State___________ on the date appearing below:

________________________
Signature of the AUTHORISED SIGNATORY
Signed for and on behalf of
(Name of the Obliger in block letters)
(Seal / Stamp of Organization)

1. Signature of witness
Name & Address
________________________
________________________
________________________

2. Signature of witness
Name & Address
________________________
________________________
________________________

TO BE FILLED UP BY THE MISSION DIRECTOR MIDH
(ACCEPTED)
For and on behalf of the Governor of Himachal Pradesh

Name: 
Designation
Dated

Notary Seal & Signature
SURETY BOND

KNOW ALL MEN BY THESE PRESENTS that we, M/s ________________________, a
__________________________(Type of organization) incorporated / registered under the
_________________________(Name of the Act) and having its registered office at
_____________________________________ (hereinafter called the “Obligers”) are held
fully and firmly bound to the Governor of State ____________ (hereinafter called the
“Government”) for the sum of Rs._____________________
(Rupees_____________________________________ only) well and truly to be paid to
the Government on demand and without a demur for which payment we firmly bind
ourselves and our successors and assignees by these presents.
SIGNED on the _________________________ day of ______________________ in the
year Two Thousand ________.

WHEREAS on the Obligers’ request, the Government as per Sanction Order
No.____________________ Dated ____________________ (hereinafter referred to as
the “Letter of Sanction”) which forms an integral part of these presents, and a copy whereof
is annexed hereto and marked as Annexure-I, agreed to make in favour of the Obligers
grants-in-aids-in-aid of Rs._______________ (Rupees
_________________________ only) for the purpose of
_____________________________ (description of the project) at
________________________________ out of which the sum of Rs._______________ (Rupees
_________________________ only) have been paid to the Obligers (the receipt of which the
Obligers do hereby admit and acknowledge) on condition of the Obligers executing a bond
in the terms and manner contained hereinafter which the Obligers have agreed to do.

NOW the conditions of the above written obligation is such that if the Obligers duly fulfill
and comply with all the conditions mentioned in the letter of sanction, the above written
Bond or obligation shall be void and of no effect. But otherwise, it shall remain in full force
and virtue. The Obligers will abide by the terms & conditions of the grants-in-aid by the
target dates, if any specified therein.

THAT the Obligers shall not divert the grants-in-aids and entrust execution of the Scheme
or work concerned to another institution(s) or organization(s).

THAT the Obligers shall abide by any other conditions specified in this agreement and in
the event of their failing to comply with the conditions or committing breach of the bond,
the Obligers individually and jointly will be liable to refund to the President of India, the
entire amount of the grants-in-aid with interest of 10% per annum thereon. If a part of the
grants-in-aid is left unspent after the expiry of the period within which it is required to be
spent, interest @10% per annum shall be charged upto the date of its refund to the
Government, unless it is agreed to be carried over.

The Obligers agree and undertake to surrender / pay the Government the monetary value
of all such pecuniary or other benefits which it may receive or derive / have received or
derived through / upon unauthorized use of (such as letting out the premises on adequate
or less than adequate consideration or use of the premises for any purpose other than
that for which the grants-in-aid was intended of the property) buildings created / acquired
constructed largely from out of the grants-in-aid sanctioned by the State Government of ________, or the administrative Head of the Department concerned. As regards the monetary value aforementioned to be surrendered / paid to the Government, the decision of the Government will be final and binding on the Obligers.

AND THESE PRESENTS ALSO WITNESS THAT the decision of the Chief Secretary to the State Govt. of __________ on the question whether there has been breach or violation of any of the terms or conditions mentioned in the sanction letter shall be final and binding upon the Obligers and

IN WITNESS WHEREOF these presents have been executed as under on behalf of the Obligers the day herein above written in pursuance of the Resolution No._______________ Dated ______________ passed by the governing body of the Obligers, a copy whereof is annexed hereto as Annexure-II and by ________________________ on behalf of the Governor of State _____________ on the date appearing below:

____________________
Signature of the AUTHORISED SIGNATORY
Signed for and on behalf of
(Name of the Obliger in block letters)
(Seal / Stamp of Organization)

1. Signature of witness 2. Signature of witness
Name & Address Name & Address

____________________ ______________________
____________________ ______________________
____________________ ______________________

TO BE FILLED UP BY THE MISSION DIRECTOR MIDH
(ACCEPTED)
For and on behalf of the Governor of Himachal Pradesh

Name: ______________________
Designation: __________________
Dated: ____________________

Notary Seal & Signature
Appendix-B

On non-judicial stamp paper of Rs. 100/-

Affidavit

[As per GFR-209(1)]

I, ..................................  S/o ..................................  Resident of ..........................................................  director / proprietor of M/s ..........................................................  do hereby solemnly affirm and state as follows:

(a) That organization’s sister concern (s)/ interconnected company/Group company as well as the applicant company itself has not obtained any financial assistance for a food processing project in the past from MFPI.

(b) That the organization has not obtained/applied for or will not obtain any grant/subsidy from any Ministry/Department of Central Govt/GOI organization/agencies and State Govt for the same purpose/activity/same components.

Deponent

Verification:
Verified that the content of this affidavit are true and correct to the best of the knowledge and belief of the deponent and no part of this affidavit is kept concealed therein. If anything is found false in this Affidavit subsequently deponent and organisation shall be liable jointly and severally for action under the laws, hence verified at ___________ (Place) on ___________ (Date).

Deponent

Notary Seal & Signature

Appendix-C

CA certificate (With membership No. of CA) in the following format:-

(i) Project Cost:
(Rs. in lakh)

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Component/Item</th>
<th>Project Cost</th>
<th>Cost as appraised by the Bank</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Land</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building / Civil Works</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Plant &amp; Machinery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Misc. Fixed Assets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other’s</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ii) Means of finance

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of the Component/Item</th>
<th>Project Cost</th>
<th>As per appraisal report</th>
<th>Actual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Promoter’s Equity</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Term Loan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Unsecured Loan</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NMFP Grant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Other’s</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Details of unsecured loans, if any, duly certified by CA.

Signature and Seal of CA.

Appendix-D

(Letter Head of the CA)
PROFORMA AS PER GFR 19-A
(See GF rule 212 (1)) S. No

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>Letter No. &amp; Date</th>
<th>Amount</th>
</tr>
</thead>
</table>

Certified that out of Rs. --------- of grant-in-aid sanctioned during the year ------- in favour of ----- -------------- under this Ministry/ Department letter No. given in the margin and Rs.------ on account of unspent balance of the previous year, a sum of Rs. -------- has been utilized for the purpose of -------------- for which it was sanctioned, that the balance of Rs. --------- remaining un-utilized at the end of the year ---- has been surrendered to Government (vide No. ---- dated -----) will be adjusted towards the grants-in-aid payable during the next year -------.

2. Certified that I have satisfied myself that conditions on which the grant-in-aid was sanctioned have been dully fulfilled/ are being fulfilled and that I have exercised the following checks to see that the money was actually utilized for the purpose for which it was sanctioned.

Kinds of checks exercised:
1.
2.
3.

Signature (CA)_______________
Designation__________________
Date________________________

Counter signature of
promoter of company
with Seal