

## SURETY BOND

### Appendix-A

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 "Obligors") 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 Obligors' 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 Obligors 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 Obligors (the receipt of which the Obligors do hereby admit and acknowledge) on condition of the Obligors executing a bond in the terms and manner contained hereinafter which the Obligors have agreed to do.

NOW the conditions of the above written obligation is such that if the Obligors 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 Obligors will abide by the terms & conditions of the grants-in-aid by the target dates, if any specified therein.

THAT the Obligors 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 Obligors 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 Obligors 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 "Obligors") 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 Obligors' 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 Obligors 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 Obligors (the receipt of which the Obligors do hereby admit and acknowledge) on condition of the Obligors executing a bond in the terms and manner contained hereinafter which the Obligors have agreed to do.

NOW the conditions of the above written obligation is such that if the Obligors 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 Obligors will abide by the terms & conditions of the grants-in-aid by the target dates, if any specified therein.

THAT the Obligors 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 Obligors 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 Obligors 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 Obligors 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

**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 here by solemnly affirms and state as follows:

- (a) That organization's sister concern (s)/ inter connected 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**

**(Letter Head of the CA)**

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

**(i) Project Cost:**

**(Rs. in lakh)**

SI No	Name of the Component/Item	Project Cost	Cost appraised by the Bank	Actual Cost
	Land			
	Building / Civil Works			
	Plant & Machinery			
	Misc. Fixed Assets			
	Other's			
	<b>Total</b>			

**(ii) Means of finance**

SI No	Name of the Component/Item	Project Cost	As appraisal per report	Actual Cost
	Promoter's Equity			
	Term Loan			
	Unsecured Loan			
	NMFP Grant			
	Other's			

	<b>Total</b>			
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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**

<b>S. NO.</b>	<b>Letter No. &amp; Date</b>	<b>Amount</b>

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