

उद्योग निवेश अनुदान योजना, 2010

आवेदन-पत्र

01. इकाई का नाम :-
02. सम्पर्क का पता :-
दूरभाष
ई-मेल
03. पंजीकृत कार्यालय :-
दूरभाष
ई-मेल
04. इकाई का स्थल :-
स्थान / नगर
विकासखण्ड
तहसील
जिला
05. संगठन का प्रकार :- स्वत्वधारी / भागीदारी / हिन्दु अविभक्त
परिवार / या पब्लिक लि.कं / सहकारी समिति
06. उद्यमी का प्रकार :- महिला / अनुजाति / जनजाति / निःशक्तजन
/ पिछड़ा वर्ग / अल्प संख्यक / अन्य
07. इकाई का प्रकार :- शत प्रतिशत निर्यातक / निर्यातक / अन्य
08. जिला ब्यापार एवं उद्योग केन्द्र :-
एम.एस.एम.ई.डी. एक्ट 2006 के
तहत मेमोरेण्डम पार्ट 2 जमा
करने पर दी गई अभिस्वीकृति
का क्रमांक व दिनांक
09. अन्य सक्षम प्राधिकारी द्वारा :-
जारी अनुमति / अनापत्ति
प्रमाण पत्र / पंजीयन प्रमाण
पत्र (यदि लागू हों)

10. इकाई की स्थिति (नवीन / :-
विस्तार / डायवर्सिफिकेशन /
तकनीकी उन्नयन)
11. ट्रायल उत्पादन (यदि हो तो) :-
का दिनांक
12. वाणिज्यिक उत्पादन का :-
दिनांक
13. उत्पाद, वार्षिक क्षमता एवं उत्पादन दिनांक एवं संबंधी विवरण :-

क्र.	उत्पाद का नाम	वार्षिक क्षमता	उत्पादन दिनांक

14. कच्चेमाल की प्रथम खरीद का :-
दिनांक
15. वाणिज्यिक उत्पादन प्रारंभ करने के दिनांक को किये गये स्थायी पूंजी निवेश का विवरण :-
- (क) भूमि :-
- (ख) भूमि का विकास :-
- (ग) भवन :-
- (घ) यंत्र एवं संयंत्र :- (i) नवीन
(ii) पुरानी क्रय की गई
(यदि लागू हों)
- (ङ.) विद्युत संस्थापना व्यय :-
- (झ) अन्य व्यय :-
- योग**
16. वित्तीय स्रोत का विवरण :-
- (i) अंश पूंजी :-

- (ii) ऋण :-
(iii) अन्य :-
17. वित्त पोषित होने की दशा में वित्तीय संस्थाओं के नाम तथा स्वीकृत राशि का विवरण :-
18. विद्युत आवश्यकता की जानकारी :-
19. पानी की आवश्यकता की जानकारी
20. कुल रोजगार :- (i) स्थानीय
(ii) अन्य

संलग्न :-

दिनांक :
स्थान :

आवेदक / प्राधिकृत व्यक्ति

हस्ताक्षर

नाम.....

पद.....

(सील)

AGREEMENT FOR INDUSTRIAL INVESTMENT SUBSIDY

This indenture made at _____ this _____ day of between Shri _____ s/o Shri _____, carrying on business as a industry concern name & style of M/s _____, (M.P.) (here in after called the entrepreneur) which expression shall, unless it be repugnant to the context or meaning there of, be deemed to include its successors and assigns of the one part and the Governor of Madhya Pradesh exercising the executive power of the Government of State of Madhya Pradesh (herein after referred to as "the Governor" which express shall, unless it be repugnant to the context or meaning there of, deemed to include its successor or successors and assigns) of the other part.

WHERE AS :-

1. The Government of Madhya Pradesh having framed a scheme called 'Madhya Pradesh Industrial Investment Subsidy Scheme, 2010' for the industrial units to be set up in Madhya Pradesh (here in after referred to as the "said scheme") where under with a view to promoting growth of industries in Madhya Pradesh State, the Govt. of M.P. will grant subsidy to the entrepreneurs, who set up new small scale industries in the state or who undertakes expansion of existing small scale industrial units in M.P., if the said entrepreneur satisfy the terms and conditions laid down under the said scheme.
2. The Government (herein referred to as the Govt.) has appointed the Industries Commissioner, Madhya Pradesh (herein after referred to as the "Agency") to act as one of the agents for disbursement of the said "Industries Investment Subsidy".
3. The entrepreneurs has been set up an industrial unit/undertake expansion of an existing unit at _____ and has satisfied conditions of the said scheme and has, therefore, become entitled to the benefits under the said scheme.

4. The entrepreneur by application dated _____ has applied to the Government for the Grant of Industries Investment Subsidy amounting to ₹ _____

5. After considering the above application and the further representation made by the entrepreneur from time to time, the total fixed capital investment to be made for the purpose of new industrial unit at _____, (commercial production date _____) is estimated at ₹ _____

6. Relying on the said application and subsequent representation made by the entrepreneur, the Govt. have sanctioned the INDUSTRIAL INVESTMENT SUBSIDY of ₹ _____ (₹ _____ only) and Industries Commissioner, Madhya Pradesh/ General Manager, District Trade & Industries Centre, _____ has agreed to pay the same on behalf of the Government to the entrepreneur on executing the necessary documents as herein appearing and creating the fixed assets of ₹ _____ .

NOW THIS INDENTURE WITNESS and it is hereby agreed by and between parties hereto as under :-

In consideration of the Government agreeing to give assistance to the entrepreneur under the said scheme, in such installments as the Govt. in its discretion think fit, an aggregate amount of ₹ _____ by way of Industries investment subsidy on the entrepreneurs creating the fixed assets of ₹ _____ (for the purpose of the said unit at _____) the entrepreneurs do bind each of them on oath to the Government through the Governor as under :-

1. The General Manager, District Trade & Industries Centre, _____ ultimately will be entitle in its sole discretion to make either in one or more installments to the entrepreneur on its complying with the terms and conditions of the said scheme of this agreement.

2. In the event of the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ ultimately deciding for any reasons whatsoever, that the entrepreneurs are entitled to a lesser amount, the excess amount of the industrial investment subsidy shall be repaid by the entrepreneur to the Govt. or to the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ along with interest thereon at such rates as may be prescribed by the Govt./Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ from time to time date of over payment of the said sum of ₹_____ (Rupees _____ only) or any part thereof paid under this agreement till the repayment.
3. The entrepreneurs shall duly observed and perform the obligations and the conditions to be observed and performed by him/it under the said scheme.
4. It shall be necessary to the recipient unit to provide minimum 50% employment to bonafide residents of Madhya Pradesh.
5. The entrepreneur shall not without taking prior approval of Industries Commissioner, Madhya Pradesh change the Ownership of the unit, change the location of the whole or any part of the Industrial unit or effect any substantial contraction or disposed of substantial parts of its total fixed capital investment and sell the unit within a period of (five) 5 years after its going in to commercial production.
6. The recipient unit shall maintain or cause to maintain in good condition the premises, building, machinery parts and all other properties existing or to be created in future so that the industry keeps running for a period of 5 (five) years from the date of its going in to commercial production.

7. The entrepreneur shall promptly furnish to the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ Govt. all the information asked for by the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ and certified copies of its audited balance sheet and profit and loss account and also such other periodical statements in such forms as may be prescribed by the Govt. from time to time.
8. The said sum of ₹ _____ or such part there of as may have been till then paid by the Govt. to the entrepreneur(s) shall become forthwith repayable by the entrepreneurs to the Government in each and every of the following events namely :-
- a. If any information furnished by the entrepreneur(s) in their application for the subsidy or otherwise however particularly regarding the location, fixed capital investment and production capacity of the said unit prior to the sanctioning of the said sum of ₹ _____ (₹ _____) as the subsidy to be incorrect or false.
 - b. If a distress or execution shall be levied upon any property of the entrepreneurs, or any part of the said unit a receiver there of be appointed.
 - c. If the entrepreneur(s) shall commit a breach of any of the covenants or provision herein contained on his/its part to be observed and performed.
 - d. If the entrepreneur(s) go out of production except in case where the unit remains out of production for short periods extending up to six months due to reasons beyond its control such as shortage of raw materials, power etc., or
 - e. If the entrepreneurs or any of them file a petition for being adjudicated as insolvent or any adjudicated insolvent.

- f. If any petition for winding up of the entrepreneurs unit represented to any court or the entrepreneurs unit passes any resolution for being wound up.
- g. If the entrepreneur(s) fail or neglect to forthwith execute such further documents as may be required by the Government or duly comply with any directions given to it by the Govt./Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ in such one of the aforesaid contingencies the entrepreneurs agree to repay the whole amount mentioned above with interest thereon at such rate as may be prescribed by the Govt. or Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre _____ from time to time the date of disbursement of the subsidy till the repayment.
9. Whenever any such sum due and payable by the entrepreneurs under these presents shall be in arrears, the same shall be deemed to be the arrears of the land revenue and may without prejudice to any other right and the remedies of the Govt., be recovered 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.
10. The entrepreneur(s) shall permit any person or persons authorized by the Govt. on their behalf at any time (from time to time) during the usual time of the business to inspect and examine any part of the said unit and shall render to him/them such assistance as may be required for the purpose aforesaid. The entrepreneur(s) shall furnish to the Govt. or to such person as aforesaid all information relating to the said unit as may be required by such person or persons.
11. The entrepreneurs shall observe and perform all instructions and directions that may be issued from time to time by the Government or the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre, _____ in regard to utilization of the said sum of ₹ _____ and shall for seven years hereafter submit to the Govt. yearly progress on the working of the said unit at the time and in the manner/form prescribed by the Govt. or the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre, _____ the submission of yearly progress report may not be necessary after the completion of the

- period of five years from the date of commencement of commercial production.
12. The Entrepreneur(s) shall :-
- a. Furnish information asked for by the Govt. of India or by the Govt. of M.P. or the District level Committee or the Industries Commissioner of Madhya Pradesh, General Manager, District Trade & Industries Centre, _____ from time to time.
 - b. Furnish to the Industries Commissioner, M.P./ General Manager, District Trade & Industries Centre, _____ certified copies of the annual statements of accounts including the balance sheet on a periodical statement in such form as may be prescribed by the Govt. or by the Industries Commissioner, Madhya Pradesh/ General Manager, District Trade & Industries Centre, _____
 - c. Furnish true copies of documents as may be required by the Govt. or by the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre, _____
13. In the event of any dispute of differences arising between the parties hereto in respect of or in relation of this agreement or by provision herein contained either during the subsistence of this agreement or there after the same shall be referred to Govt. of Madhya Pradesh and their decision thereon shall be final and binding on the parties.
14. The entrepreneur(s) agree that in respect of any matter arising under this agreement the courts in _____ along with have exclusive jurisdiction and that the entrepreneur(s) submit to the same and will not object that the Courts in _____ have no jurisdiction for any reason whatsoever.
15. In the event of any action arising under any of the clause here-in above, the entrepreneur(s) agree to pay to the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre, _____ legal charges and such other costs as the Industries Commissioner, Madhya Pradesh/General Manager, District Trade & Industries Centre, _____ may be required to incur in connection with the aforesaid action.

16. The entrepreneurs agree to bear and pay the entire costs, charges and expenses incidental to the preparation and execution of this agreement.
17. The Governor may during the continuance of aid, impose such conditions as may in its opinion be necessary or expedient to safe guard the interest of the Government.

IN WITNESS THEREOF THE ENTREPRENEURS HAVE PUT THEIR (RESPECTIVE) HANDS HERE TO THE DAY AND YEAR-HERE-IN-ABOVE WRITTEN.

**Signature on behalf of the
Governor**

**General Manager
District Trade & Industries Centre
..... (M.P.)**

Witness :

1.

2.

Witness :

1.

2.

**Entrepreneurs
(Signature & Name)
Date**