

AGREEMENT REGARDING ASSISTANT RECEIVED UNDER M. P. WAREHOUSING & LOGISTICS POLICY 2012

This agreement is made on this day of 2013 between the Governor of Madhya Pradesh, acting through the **GM, DIC** (hereinafter called the "Assistance Provider" which expression shall, where the context so admits include his successors in office) on the one part and Shri of s/o resident in the tehsil of district on behalf of M/s hereinafter called the "Assistance Receiver" Which expression shall, where the context the so admits include his heirs, administrators, representatives and assigns on the other part.

WHEREAS the Assistant Provider has sanctioned assistance under Madhya Pradesh Warehousing & Logistics Policy 2012 hereinafter mentioned as MPWLP to the Assistance Receiver Subject to the terms and conditions hereinafter mentioned :-

AND WHEREAS the Assistance Receiver accepted the above assistance under MPWLP 2012 on the terms and conditions hereinafter mentioned.

NOW, therefore the agreement witnesses and it is hereby agreed as follows :-

1. That this agreement shall always be subject to the terms and conditions and instructions of MPWLP 2012 and M. P. Warehousing & Logistics Investment Promotion Rules 2012 thereto.
2. That in pursuance of MPWLP 2012 and M. P. Warehousing & Logistics Investment Promotion Rules 2012. **The Assistance Provider has evaluated the proposal submitted by and agrees that "Assistance Receiver" is eligible for capital subsidy and interest subsidy as stipulated in the Rules, Subject to all other conditions land down in M. P. Warehousing & Logistics Policy - 2012 and Rules made thereunder.**
3. (i) The cost of the project will be computed based on actuals or Rs. 3000/- PMT whichever is less (excluding land cost)
(ii) After submission of the application the applicant is required to complete all the necessary formalities within stipulated time frame.
(iii) The applicant is required to construct the godown as per prescribed specifications. if the quality of the godown is not as per the specifications then the applicant will not be eligible for subsidy.
(iv) Maximum eligibility will be for 50000 MT in a Tehsil for all category of applicants.

(v) Any proposal submitted to the Government for grant of any other subsidy or benefits in any other scheme or for any business incentive will not be eligible under this policy.

(vi) under integrated projects for logistics services, the applicant is required to construct a godown having capacity of at least 10000 MT and adding new 50 vehicles with a capacity of not less than 9 MT.

(vii) For claiming subsidy under the policy, it will be mandatory to submit the bank details and certification from the concerned bank.

(viii) For claiming any subsidy under quality certification, applicants are required to furnish the details of payment made through bank to the concerned institution.

(ix) Every applicant is required to construct a godown as per the specifications provided by M. P. Warehousing & Logistics Corporation which will be made available separately and furnish an affidavit that the warehouse constructed under this policy will be used for storage for 10 years.

(x) After acceptance of the proposal for construction of warehouse under the policy, ownership sale/transfer of more than 50% of the value of the asset will not be allowed up to 7 years but in case of death or any other legal process it may be permitted on case-to-case basis.

(xi) The warehouse owner is required to carry out regular maintenance and upkeep of godown and make it storage worthy for at least 10 years.

(xii) For storage of goods, warehouse owner will be required to obtain license as per extant rules.

4. That the Assistance Receiver shall be bound to permit the Assistance Provider or any person deputed or authorized by general or special order in writing in this behalf by the Assistance Provider to inspect the property (premises, building, plants and machinery, tool etc.) and Books of Accounts and the business of Warehouse.

5. That the Assistance Receiver shall maintain a ledger/Books of Account including details of materials and products stored for which facility of receiving of Assistance under MPWLP 2012 has been availed of and shall furnish annual statement of storage of storage to the General Manager, District Industries Centre and also to the appropriate Sales Tax Officer within prescribed period for the eligibility period and thereafter another 7 years.
6. That the Assistance Receiver shall provide employment to bonafide residents of the State of Madhya Pradesh, which shall not be less than 50% during each year of the period of eligibility of the total number of employers in his Warehouse unit and then assistance receiver shall submit an affidavit for each year and such affidavit may be verified on sample basis by the officers of the Commerce, industry and Employment Department, i.e. concerned General Manager, DTIC.
7. That the Assistance Receiver expressly agrees that the Assistance Provider has granted the said assistance under MPWLP relying on the statement made in the application dated for sanctioning the assistance the assistance and information furnished by the Assistance Receiver. The Assistance Receiver confirms that the information furnished by him are true to his knowledge and beliefs and no facts have been suppressed and has not been obtained by misrepresentation as to the essential facts or by furnishing false information. In case after issue of sanction order under MPWLP or releasing the assistance, it is revealed that the assistance had been obtained by misrepresentation of facts or information, the amount of the assistance availed by the Assistance Receiver till date shall be recoverable from him at once together with penal interest at the rate of 24% per annum.
8. That on behalf of any of the conditions of the agreement and of any condition of MPWLP, the amount of Assistance shall be recovered from Assistance at once together with interest @ 24% per annum.
9. That any amount due under this agreement may be recovered from the Assistance Receiver as an arrear of land revenue.

10. That if any dispute arises between the parties hereto, in respect of agreement or any of the provision herein contained or any thing arising about, the same be referred to Principal Secretary/Secretary to the Government of Madhya Pradesh, Commerce, Industries & Employment for arbitration and whose decision thereon shall be final and binding on the parties. In witness where of the parties here to have signed this agreement of the date and year written in each case.

Witness :

Assistance Provider

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General Manager

District Industries centre

2.

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Witness :

1.

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Signature & Name

for M/s

Bhopal