

बिहार राज्य खादी ग्रामोद्योग बोर्ड,
महेश भवन, गांधी मैदान(पूरब), पटना-4

पत्रांक- 50/150
प्रेषक:

पटना, दिनांक- 12/06/2018

बी० एन० प्रसाद
मुख्य कार्यपालक पदाधिकारी

सेवा में,

अध्यक्ष/मंत्री,

1. भगवानपुर ग्रामोदय सहयोग समिति लि०,
ग्राम-भगवानपुर, पो०-सुगौना, जिला-मधुबनी-847235
2. मुजफ्फरपुर जिला खादी ग्रामोद्योग संघ,
सर्वोदय ग्राम, मुजफ्फरपुर-2
3. हबिबुल्लाह ग्रामीण विकास खादी और ग्रामोद्योग संघ,
पो०-सुगौना, जिला-मधुबनी-847235
4. राजिक खादी ग्रामोद्योग संघ,
ग्राम-शिवा, जिला-मधुबनी-847235

विषय :- साबुन उद्योग अंतर्गत प्लान्ट एवं मशीनरी के लिए एकरारनामा किये जाने के संबंध में।

प्रसंग :- बोर्ड पत्रांक-प्र०/75, 74, 73 एवं 72 दिनांक-07.05.2018।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि संस्था/समितियों को खादी साबुन बनाने के लिए प्लान्ट एवं मशीनरी का सहायक अनुदान उपलब्ध कराया जाना है, इसके लिए बिहार राज्य खादी ग्रामोद्योग बोर्ड, पटना एवं संस्था/समिति के बीच 1000 के नन जुडिशियल स्टाम्प (Non Judicial Stamp) पर एक एकरारनामा किया जाना है। एकरारनामा का प्रारूप बोर्ड कार्यालय तथा खादी बोर्ड के वेबसाईट www.kvibbihar.com से प्राप्त किया जा सकता है।

अतः अनुरोध है कि खादी साबुन निर्माण हेतु प्लान्ट एवं मशीनरी के लिए एकरारनामा किये जाने के समय संस्था के अध्यक्ष/मंत्री, संस्था का मुहर, दो गवाह तथा आधार कार्ड की मूल प्रति के साथ उपस्थित रहेंगे।

विश्वासभाजन

मुख्य कार्यपालक पदाधिकारी

AGREEMENT

This agreement made and entered into this.....,day of 2018..between the Bihar State Khadi and Village Industries Board, through its Chief Executive Officer established under the Bihar Act XIV of 1956, hereinafter called the "KVIB" (which expression shall, unless repugnant to the subject or context, include its successors, assignee and representatives of all sort) of the one part and ...XXXXX....., hereinafter called the ""Beneficiary"" (which expression shall, unless repugnant to the subject or context, include its heirs, successors and assignee) of the Second Part.

Whereas the "KVIB" has on the application made by the "Beneficiary" sanctioned the grant under the Sahayak Anudan to the "Beneficiary" as shown below:-

Grant Rs. .XXXXXX. (RupeesXXXXXX.....) is to be advanced as Sahayak Anudan amount mentioned above with the following terms and conditions to which the "Beneficiary" shall be abide to and given their consent by signing this agreement :-

1. That the Grant so sanctioned and to be released to the "Beneficiary" from Sahayak Anudan for purchase of plant and machinery to be used for production of Khadi Soap in "Beneficiary" Institution.
2. That the main purpose of this scheme is for Khadi Soap production at the institution of the ""Beneficiary"".
3. That the expenditure on Land, building, shed, and working capital shall be borne by the ""Beneficiary"" itself.

4. That for the disbursement of the sanctioned amount for the respective plant and machinery, the Feasibility Report should be submitted along with the quotation from the GST registered suppliers.
5. That the grant shall be disbursed in two equal installments. First installment shall be disbursed upon submission of declaration of the owner of the land and building proposed to be utilized for the manufacturing unit of Khadi Soap in favour of the "Beneficiary".
6. That the second installment shall be disbursed after submission of purchase order and advance payment Receipts of the Suppliers of the Plant and Machinery (as mentioned in its feasibility report) as a part or advance payment for installation of Plant and Machinery .
7. That the amount shall be completely utilized for the purchase and installation of the plant and machinery for production of Khadi Soap within six months of disbursement of Grant.
8. That the complete utilization of capacity of the plant shall be ensured within 3 Months (Three months) after the complete installation of the plant and machinery. In totality, within 9 months (Nine Months) from the disbursement, the 100% capacity should be utilized.
9. That upon supply and installation of plant and machinery, the completion certificate shall be submitted by the "Beneficiary" along with the invoices of all the supplies as per the approved feasibility report.
10. That the "KVIB" shall fix the target of production according to the capacity of plant and machinery installed by the amount of grant. The "Beneficiary" has to achieve the production target fixed by the "KVIB".
11. That in case of failure to any of the conditions or clause mentioned in this agreement or any notice or communication made by the "KVIB" , the entire amount of Grant shall be converted into loan amount and be recovered with the interest of 10% p.a. from the date of disbursement.
12. That the "Beneficiary" shall utilize the entire grant amount within a period of six months from the date of its disbursement. The grant amount found remaining

unutilized by the "Beneficiary" at the end of the specified period, must be returned to the "KVIB".

13. That the "Beneficiary" shall submit a monthly progress report on production, sale and other information to the "KVIB" in the forms prescribed by the "KVIB".
14. That the "Beneficiary" shall permit any officer deputed by the "KVIB" / Board to inspect the workshop, shop etc. of the "Beneficiary".
15. That if the "KVIB" is prima facie found and get satisfied that the "Beneficiary" has deliberately, misapplied or misused or diverted the grant amount and not using it for the purpose for which the amount was disbursed to him then it shall be open to the "KVIB" to treat such misapplication or miss utilization of grant amount as a criminal breach of trust and the "KVIB" shall be at liberty to take a legal action against the "Beneficiary" as he may deem fit for realization of grant amount and penalizing the "Beneficiary" for his malafide intention.
16. That the provisions of Bihar and Orissa Public Demands Recovery Act, 1914 shall also apply for the realization of the dues of the "KVIB" as provided in the section 32 of Bihar Khadi & Village Industry Act, 1956 (Bihar Act XIV of 1956).
17. That besides above, the "Beneficiary", the person signing the agreement for taking grant shall be liable to liquidate the grant amount in case of breach of any of the clause of this agreement or any notices or communication of "KVIB", the "KVIB" shall be liberty to realize the grant amount from the personal property of that person by way of auction.
18. That on failure of the "Beneficiary" to pay the installment amount, the "KVIB" can sue the "Beneficiary" or proceed for realization of the defaulted or entire grant amount as per its convenience. The period for calculation of amount due for recovery in such case will start from the date on which the grant was disbursed by "KVIB" to "Beneficiary".
19. That in case of default in payment of the demanded grant amount, the "Beneficiary" shall be black listed by the "KVIB" either for 10 years or till realization of the grant amount and he shall be debarred by the Board from availing all the benefits given by the Board and in future the "Beneficiary" shall not be entitled to get any scheme of any grant amount in future.

20. That on matters not specifically stipulated in the agreement provided for in the relevant rules and regulations of the Board or in case any dispute, doubt or question arises between the "Beneficiary" and the "KVIB", then in such event every such case shall be referred for arbitration to the Chief Executive Officer of the Board acting as such at that time and his decision in this regard shall be final and binding on both the parties and shall not be liable to be questioned in any court of Law.

21. That any dispute arising out of the agreement will be subject to Judicature of the appropriate Court at Patna.

In witness thereof the parties hereto have set their hands in token of acceptance thereof.

Signature with seal on
behalf of Beneficiary

Signature with seal on
behalf of "KVIB"

Beneficiary
(Name and Address)

Name –
Address –

Witness – 1
Name and Address

Witness – 1
Name and Address

Signature -

Signature -

Witness – 2
Name and Address

Witness – 2
Name and Address

Signature -

Signature -