

List of loan and security related formats for the purpose of loans to Mega Food Parks projects under Food Processing Fund with eligible grant assistance from the Ministry of Food Processing Industries (MOFPI)

The following model formats prepared for the purpose of loans to mega food park projects with eligible grant assistance from the Ministry of Food Processing Industries (MOFPI), GOI under its Mega Food Parks scheme.

1	Loan agreement
2	Security Trustee Agreement
3	MOFPI prescribed Tripartite Trust and Retention Agreement
4	Hypothecation agreement
5	Indenture of Mortgage
6	Corporate Guarantee
7	Letter of undertaking
8	Board Resolution
9	Lien Letter
10	Non Disposal Undertaking
11	Personal Guarantee

DISCLAIMER

“These are only **formats** prepared for the purpose of loans to mega food parks projects with eligible grant assistance from the Ministry of Food processing Industries (MoFPI) , GoI under its Mega Food Park Scheme. These formats are for information purpose only and not for publication or distribution, directly or indirectly, in whole or in part. These documents can be changed, updated and deleted without notice. In addition, NABARD assumes no obligation to update/change/alter these documents/formats.

The list of documents/formats is indicative but not exhaustive. It has been updated to give a general idea to the prospective borrower. NABARD shall adopt the customized documentation approach on a case to case basis depending upon the borrower’s profile, loan quantum, complexity of the project, underlying security stipulated and overall risk profile of the project. Therefore project specific customised drafts of loan and security documents shall be prepared/modified by external legal counsel, at the cost of borrower.

Further, the Stamp Duty applicable on the documents to be executed varies from State to State. NABARD has zero risk tolerance on the aspects of compliance risk relating to deficient stamp duty on executed documents. Hence, the prevailing Stamp Duty in a State or at place of execution of documents, as adjudicated by the Competent Authority or as advised by the Legal expert, shall have to be borne by the Borrower.”