

Agreement

(to be signed on Non Judicial Stamp paper of Rs. 50/- only)

This agreement is executed at onday of
.....20.....between M/s.....

.....(name and address of the Udyami Mitra), hereinafter referred to as the First
Party or Udyami Mitra,

and

Mr./Mrs./Ms.....S/o,D/o.....

R/o.....

..... (name and address of the Udyami (Entrepreneur), hereinafter
referred to as the Second Party or the Entrepreneur,

Whereas the Ministry of Micro, Small & Medium Enterprises, Government of India has launched "Rajiv
Gandhi Udyami Mitra Yojana" (a scheme for Promotion and Handholding of Micro and Small Enterprises),
hereinafter referred as RGUMY, to provide hand holding support to first generation entrepreneurs for creation
of new micro and small enterprises.;

and

Whereas under RGUMY, there is a provision for empanelment of selected lead agencies or 'Udyami Mitras'
for providing handholding support to the potential entrepreneurs and guiding them in dealing with various
procedural and legal hurdles, including helping them in completion of various formalities which are required
for setting up and running of enterprise successfully;

and

Whereas the First party is engaged in providing hand holding support to potential first generation entrepreneurs and has been empanelled as Udyami Mitra under Rajiv Gandhi Udyami Mitra Yojna. (RGUMY) and Whereas the Second party has submitted an application for getting him/herself enrolled under the RGUMY and receiving handholding support from the First party, and the First party has agreed to provide hand holding support and guide the Second party for setting up the enterprise vide acknowledgement cum receipt numberdated

Both the parties hereby agree to the following:

DUTIES AND RESPONSIBILITIES OF THE PARTIES

The primary responsibility for the establishment of the enterprise and completing various formalities and obtaining approvals etc. for its establishment, is that of the Second party or the Entrepreneur only. The role and responsibility of the First party or Udyami Mitra is limited to educating the Second party about various sanctions/approvals required and providing technical assistance and guidance in preparation of project reports, documentation, filling of various forms and completion of legal formalities etc.

Duties and Responsibilities of the First Party or the Udyami Mitra

The First party or the Udyami Mitras would help and assist the Second party i.e. the Entrepreneur in:

- (a) identification of suitable project/product/enterprise and preparation of bankable project report for the same;
- (b) creation of the proprietorship firm/ partnership firm/ Company/ Society/ Self Help Group (SHG) etc.;
- (c) filing of Memorandum (as prescribed under MSMED Act 2006);
- (d) accessing bank loans, admissible capital subsidy/ assistance under various schemes of the Central/ State Government and other agencies/ organizations/ financial institutions/ Banks etc. by networking with respective agencies

- (e) assistance and support in establishment of work shed/office;
- (f) sanction of Power load/ connection;
- (g) selection of appropriate technology and installation of plant and machinery/ office equipment etc.;
- (h) obtaining various registrations/ licences/ clearances / No Objection Certificates (NOCs) etc. from the concerned regulatory agencies/ Government departments/ local bodies/ Municipal authorities etc.;
- (i) allotment of Income Tax Permanent Account Number (PAN) and Service Tax/ Sales Tax/ VAT registration etc.;
- (j) sanction of working capital loan from the banks;
- (k) arranging tie up with raw material suppliers;
- (l) preparation and implementation of marketing strategy for the product/ service and market development ; and
- (m) establishing linkage with a mentor for providing guidance in future
- (n) creation of web page and email address;

Duties and responsibilities of the Second Party or the Entrepreneur

- (i) The Second party or the Entrepreneur shall fully cooperate with the First party and promptly provide the relevant information, documents and other details etc. required for completing various legal formalities and sanction of loans etc. to the First party, for preparation of application/documentation before submission to the concerned authorities.
- (ii) The Second party shall be fully responsible for the correctness of the information supplied and the authenticity of the documents provided by him/her. The First party shall have no legal liability or responsibility towards the authenticity or genuineness of the documents supplied or the correctness of information submitted by the Second party.
- (iii) The Second party shall be fully responsible for completion of various formalities, filling of application forms and documentation etc. The role and responsibility of the First party is limited

to educating the Second party and providing it with assistance in completing the documentation etc. required for the sanction/approval. The First party shall not be held responsible or liable for approval/sanction or rejection of the application(s) of the Second party by the concerned sanctioning authorities.

(iv) The Second party i.e. the Entrepreneur shall be wholly responsible for payment of his/ her share of handholding charges as per the provisions of the Scheme and such application fees and legal or other charges that are required to be paid for obtaining various sanctions/approvals etc.

In case of any dispute between the parties, the same shall be subject to the exclusive jurisdiction of the court at(District HQ of the district where the First party is situated).

Signed and delivered by both the parties on the date aforementioned as hereunder:

Signature	Signature
(Name & address of the Udyami Mitra)	(Name & address of the Udyami)
(First Party)	(Second Party)

Date:

Place:

Witnesses:

Name Address Signatures

1.

2.