

**F. No. 21-MFPI/11-Mega FP (Vol-II)-Part(1)**

Government of India

Ministry of Food Processing Industries  
Panchsheel Bhawan, August Kranti Marg  
New Delhi-110049

Dated: 04.03.2021

**OFFICE MEMORANDUM**

This is in reference to para 5.2.1(vi) of Mega Food Parks Scheme guidelines dated 21.07.2016 & 10.02.2014 and subsequent amendment vide OM dated 26.12.2019 of the Ministry.

2. Consequent to the decision of IMAC in its meeting held on 20.01.2021 in this regard, the following provisions have been amended as under:

<b>Revised guidelines for Mega Food Park Scheme w.e.f. 21.07.2016</b>		
<b>Para No.</b>	<b>Existing provision of scheme guidelines after the amendment by O.M. dated 26.12.2019</b>	<b>Amended provisions of scheme guidelines applicable hence forth.</b>
5.2.1(vi)	SPVs / IAs are not permitted to sell the plots in Mega Food Parks. The plots can only be given on lease to other entrepreneurs for setting up of food processing units in the Park. However, subsequent conversion of leasehold to freehold may be allowed in Government sponsored MFPs as per State Policy in force.	The plots in Mega Food Parks can either be given on lease or sold to other entrepreneurs for setting up of food processing units in the Park. However, permission for sale of plot by SPV/IA is subject to compliance of following conditions:  a. The SPV/IA would submit an affidavit* confirming their responsibilities as per the provisions of the MFP scheme guidelines including under clause 5.1.1.  b. The SPV/IA would include two clauses in the sale agreement that the plot would be utilized only for setting up of food processing units and sale will happen only with consent of lending bank**.

*\*As per the prescribed format attached.*

*\*\*no sale shall be allowed unless the bank that has given term loan to the SPV for development of the MFP, if the loan is outstanding, then any sale of plot shall happen only with such bank's approval and on the terms and conditions specified by them.*



**Revised guidelines for Mega Food Park Scheme w.e.f. 10.02.2014**

Para No	Existing provision of scheme guidelines after the amendment by O.M. dated 26.12.2019	Amended provisions of scheme guidelines applicable hence forth.
5.2.1(vi)	<p>Every SPV will publish the user charges/hiring rates for common facilities and lease rental rates for plots and factory buildings for MSEs in the Mega Food Park on their websites for wider information of the prospective investors. Rate of plots in the Mega Food Park may also be made available to Ministry of Food Processing Industries and State Government concerned for uploading on their websites. SPVs are not permitted to sell plots/facilities in Mega Food Parks and can only give plots/facilities on lease to other food processing units. However, subsequent conversion of leasehold to freehold may be allowed in Government sponsored MFPs as per State Policy in force.</p>	<p>Every SPV/IA will publish the user charges/hiring rates for common facilities and lease rental rates for plots and factory buildings for MSEs in the Mega Food Park on their websites for wider information of the prospective investors. Rate of plots in the Mega Food Park may also be made available to Ministry of Food Processing Industries and State Government concerned for uploading on their websites. The plots in Mega Food Parks can either be given on lease or sold to other entrepreneurs for setting up of food processing units in the Park. However, permission for sale of plot by SPV/IA is subject to compliance of following conditions:</p> <ol style="list-style-type: none"> <li>a. The SPV/IA would submit an affidavit* confirming their responsibilities as per the provisions of the MFP scheme guidelines including under clause 5.1.1.</li> <li>b. The SPV/IA would include two clauses in the sale agreement that the plot would be utilized only for setting up of food processing units and sale will happen only with consent of lending bank**.</li> </ol>


\*As per the prescribed format attached.

\*\*no sale shall be allowed unless the bank that has given term loan to the SPV for development of the MFP, if the loan is outstanding, then any sale of plot shall happen only with such bank's approval and on the terms and conditions specified by them



3. The above amended provisions will also be applicable to the Mega Food Park Project being implemented under guidelines for scheme of Mega Food Parks (Consolidated as on 01.10.2012).

4. This issues with the approval of Competent Authority.

  
4/3/2021  
(Kuldeep Kumar Singh)  
Deputy Secretary

Email: kuldeepkrsingh-cwc@nic.in



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**AFFIDAVIT**

I, \_\_\_\_\_ s/o \_\_\_\_\_ aged \_\_\_\_\_ yrs is the Lead Promoter/Director of M/s \_\_\_\_\_ (*Name of SPV and address of registered office*) \_\_\_\_\_ hereby solemnly affirm, declare and also certify that We, as SPV are implementing the Mega Food Park Project at \_\_\_\_\_ (*location address of MFP*).

That, I am the deponent herein and I am fully acquainted with the information given below.

2. I also affirm that as per the applicable guidelines of Mega Food Park scheme, We, as SPV hold responsibility of execution, ownership and management of above mentioned Mega Food Park Project; and

3. I further affirm that We as SPV, shall continue to own and maintain the common infrastructure including common facilities in above mentioned MFP project and shall not transfer the ownership of these common infrastructure including common facilities by sale or any other means;

4. That, all the existing members of SPV and any other member (s) included in SPV due to change as per Share Subscription Agreement in future, shall abide by the above conditions mentioned at sl. no. 2 & 3.

5. I also affirm that SPV shall maintain proper account of the project implementation and the maintenance of infrastructure and common facilities during and after commissioning of the above project.

(signature)  
**Deponent**

**Verification :**

Verified that the content of this affidavit are true and correct to the best of the knowledge and belief of the deponent and no part of this affidavit is kept concealed therein, If anything is found false in this Affidavit subsequently deponent and SPV shall be liable jointly and severally for action under the laws, hence verified at  (Place)  on  (Date) .

