



एक परिवार एक बैंक

प्रधान कार्यालय : 'सोकमगल' 1501, शिवाजीनगर, पुणे - 411005.
H. O. Loknagar, 1501, Shivajinagar, Pune - 411005

Account Details					
Account No	60440951593	Account Open Date	09/03/2023	Nomination Flag	Y
Account Type	Cur-Gen-Pub-Corp-NonRural	Available Balance	0.00	Mode of Operation	OPERATING SINGLY
Total Balance	20,40,012.06	Primary GSTIN	NA		
Account Holder Names	NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA				

Customer Details					
Name	NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		CIF Number	10154144578	
Mobile	xxxxxxxxx65	Email	xxxxxxxxxxxxxxxxxxxxx.com		
KYC Complied	Y	KYC Expiry Date	22/02/2032	CKYC ID	Not Available
Primary ID Type	MIGRATED ACCOUNT	Date of Birth	xxxxxxxx70	Statement Date	11/10/2024
Address	TULSI COMPLEX, KURAN ROAD, SANGAMNER, DIST AHMEDNAGAR - 422605, Maharashtra				

Home Branch Details					
Branch No	00420	Branch Name	SANGAMNER	IFSC	MAHB0000420
Phone No	226056	Email Id	bom420@mahabank.co.in	GSTIN	27AACCB0774B1Z4
Address	VEER SAVARKAR MARG, NAVEEN NAGAR ROAD, SANGAMNER - 422605, MAHARASHTRA				

A. Statement for Account No 60440951593 from 01/07/2023 to 30/06/2024

Sr No	Date	Particulars	Cheque/Reference No	Debit	Credit	Balance	Channel
1	08/07/2023	LF CHG CA AC		200.00	-	5,328.00	9999-CENTRAL OFF
2	08/07/2023	GST		38.00	-	5,292.00	9999-CENTRAL OFF
3	10/07/2023	MONTHLY SMS CHA		25.00	-	5,267.00	9999-CENTRAL OFF
4	10/07/2023	GST		4.50	-	5,262.50	9999-CENTRAL OFF
5	23/07/2023	SMS CHARGE REVERSAL for DT 100723 Branch no 00420		-	25.00	5,287.50	9000-CENTRAL OFFICE PUNE
6	23/07/2023	GST SMS REVERSAL for DT 100723 Branch no 00420		-	4.50	5,292.00	9000-CENTRAL OFFICE PUNE
7	25/07/2023	RTGS CNRBR52023072560129816 NIRMITI MAHILA NAGARI	CNRBR52023072560129816	-	3,90,000.00	3,05,292.00	9008-NEFT/RTGS CELL
8	26/07/2023	Deposit by cash		-	4,50,000.00	7,55,292.00	420-SANGAMNER
9	26/07/2023	CASH HANDLING C		350.00	-	7,54,942.00	420-SANGAMNER
10	26/07/2023	GST		63.00	-	7,54,879.00	420-SANGAMNER
11	30/07/2023	MONTHLY SMS CHA		1.00	-	7,54,878.00	9999-CENTRAL OFF
12	30/07/2023	GST		0.18	-	7,54,877.82	9999-CENTRAL OFF
13	05/09/2023	cc int repay TRANSFER TO 60313935251 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		4,800.00	-	7,50,077.82	420-SANGAMNER
14	27/09/2023	ACH 6696702-C092330 C092330955441		-	13,77,000.00	21,27,077.82	1001-MUMBAI SERVICE BRANCH
15	29/09/2023	MONTHLY SMS CHA		0.50	-	21,27,077.32	9999-CENTRAL OFF
16	29/09/2023	GST		0.09	-	21,27,077.23	9999-CENTRAL OFF
17	20/10/2023	Misc Debit INSU PREM		6,664.00	-	21,20,413.23	420-SANGAMNER
18	20/10/2023	CC INT TRANSFER TO 60313935251 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		8,500.00	-	21,11,913.23	420-SANGAMNER
19	30/10/2023	MONTHLY SMS CHA		0.50	-	21,11,912.73	9999-CENTRAL OFF
20	30/10/2023	GST		0.09	-	21,11,912.64	9999-CENTRAL OFF
21	07/11/2023	cc int TRANSFER TO 60313935251 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		10,000.00	-	21,01,912.64	420-SANGAMNER
22	29/11/2023	MONTHLY SMS CHA		0.25	-	21,01,912.39	9999-CENTRAL OFF
23	29/11/2023	GST		0.04	-	21,01,912.35	9999-CENTRAL OFF
24	13/12/2023	Loan Repay TRANSFER TO 60298420245 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		14,600.00	-	20,87,312.35	420-SANGAMNER
25	30/12/2023	MONTHLY SMS CHA		0.25	-	20,87,312.10	9999-CENTRAL OFF
26	30/12/2023	GST		0.04	-	20,87,312.06	9999-CENTRAL OFF





एक परिवार एक बैंक

प्रधान कार्यालय : 'लोकमंगल', 1501, शिवाजीनगर, पुणे - 411005
H. O. : 'Lokmangal', 1501, Shivajinagar, Pune - 411005

Sr No	Date	Particulars	Cheque/Reference No	Debit	Credit	Balance	Channel
27	02/01/2024	loan repay TRANSFER TO 60298420245 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		27,000.00	-	20,60,312.06	420- SANGAMNER
28	02/01/2024	cc int TRANSFER TO 60313935251 TO NIRMITI MAHILAAUDYOGIK SAHAKARISAUNSTHA		20,300.00	-	20,40,012.06	420- SANGAMNER

B. Summary for Account No 60440951593 from 01/07/2023 to 30/06/2024

Total Transaction Count	28	Opening Balance	5,528.00
Total Debit Count	23	Total Debit Amount	92,545.44
Total Credit Count	5	Total Credit Amount	21,27,029.50
		Closing Balance	20,40,012.06

* END OF STATEMENT



11/10/2024

- All the amounts in the Statement are in INR.
- This is a System Generated Statement. No Signature is Required.
- The Customer is advised to keep their KYC updated periodically with Officially Valid Documents (OVDs) as per regulatory requirements. If you are more than 10 years old, please update your Aadhaar number.
- Please update your PAN number in your Account, if not done so far.

All India Toll Free Number :	1800-233-4526 / 1800-102-2636	Website :	www.bankofmaharashtra.in
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बँक ऑफ महाराष्ट्र
Bank of Maharashtra
बँक महाराष्ट्र का लोगो

एक परिवार एक बैंक

प्रधान कार्यालय : 'लोकमंगल', 1501, शिवाजीनगर, पुणे - 411005
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Mobile	xxxxxxxxxx65	Email	xxxxxxxxxxxxxxxxxx.com		
KYC Complied	Y	KYC Expiry Date	22/02/2032	CKYC ID	Not Available
Primary ID Type	MIGRATED-ACCOUNT	Date of Birth	xxxxxxxx78	Statement Date	11/10/2024
Address	TULSI COMPLEX, KURAN ROAD, SANGAMNER, DIST AHMEDNAGAR - 422605, Maharashtra				

Home Branch Details					
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Address	VEER SAVARKAR MARG, NAVEEN NAGAR ROAD, SANGAMNER - 422605, MAHARASHTRA				

A. Statement for Account No 60440951593 from 01/07/2024 to 10/10/2024

Sr No	Date	Particulars	Cheque/Reference No	Debit	Credit	Balance	Channel
No Transactions in this Period							

B. Summary for Account No 60440951593 from 01/07/2024 to 10/10/2024

Total Transaction Count	0	Opening Balance	0.00
Total Debit Count	0	Total Debit Amount	0.00
Total Credit Count	0	Total Credit Amount	0.00
		Closing Balance	0.00

* END OF STATEMENT

- * All the amounts in the Statement are in INR.
- This is a System Generated Statement. No Signature is Required.
- The Customer is advised to keep their KYC updated periodically with Officially Valid Documents (OVDs) as part of regular KYC requirements. If you are more than 10 years old, please update your Aadhaar number.
- Please update your PAN number in your Account, if not done so far.



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भारतीय गैर न्यायिक

भारत INDIA

500

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

सत्यमेव जयते

INDIAN NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2023

BZ 058449

कार्यालय, संगमनेर
पुरवठा दिनांक

18 AUG 2023

उपकोषागार अधिकारी, संगमनेर

मुद्रांक विक्री व नोंदवही अनुक्रमांक २२४६

दि. 24 AUG 2023

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे

दस्ताचा प्रकार कशरनामा

दस्त नोंदणी करणार आहात का

मिळकतीचे वर्णन

मुद्रांक विकत घेणार निर्मिती महिला औद्योगिक

सह. संस्था संगमनेर खु॥ ह०

सी.बी. ठगे रा० संगमनेर खु॥

सही

दुस-या पक्षकाराचे नाव

मुद्रांक शुल्क रक्कम

परवानाधारक क्र. विक्रेत्याचे नाव/पत्ता

संगमनेर वकील संघ मर्या. संगमनेर

श्री. संजय बाबुराव भंडारी

(मु. वि. प. क्र. एस. टी. पी/एस. व्ही.

एस. एस./५२६५/२००४)

सही

AGREEMENT (NO LOAN CASE)

This AGREEMENT is made and executed at Sangamner, 21st on day of September, 2023

BETWEEN

Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness
and Rural Transformation Project (SMART),
a World Bank assisted project

Under the Government of Maharashtra

Through

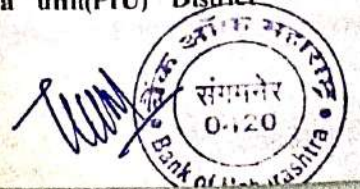
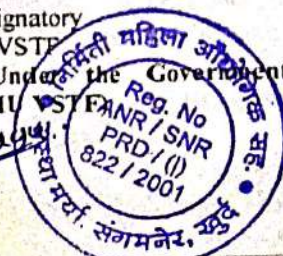
The Head/Nodal Officer/Authorized Signatory
Project Implementation Unit (PIU), VSTF

World Bank assisted project Under the Government of Maharashtra unit(PIU) District

Implementation Unit (Name of the PIU)

Nodal Officer

Project Implementation Unit-VSTF
SMART Project



Having its office at ShetiMahamandalBhavan,270,Bamburda,SenapatiBapat Marg,Pune-411016,
(Hereinafter referred to as "Project")
which expression shall, unless the repugnant to
the context or meaning thereof, mean and include its successors and assigns)

PARTY OF THE FIRST PART.

AND

M/s NirmitiAudyogikSahakariSansthaSangamner
AAN4046

Through its Authorized Signatory
Mr. Chhaya Bharat Dhage
Age : 43Occu.:Self Business
R/o : SangamnerKhurd, tal- Sangamner,Dist_ Ahmednagar.
PAN :HJUPD677OG
ADHAR NO.: 391038763341

Hereinafter mentioned as 'CBO', (which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to include its successors in office and assigns) as authorized by Resolution dated

PARTY OF THE SECOND PART.

AND

'Bank of Maharashtra'
having its Head Office at
1501,Lokmangal, Shivajinagar,
Pune.- 411005
and its Branch office at – Veer SavarkarMarg,Naveen Nagar Road,Sangamner-422605

PARTY OF THE THIRD PART.

WHEREAS

About PARTY OF THE FIRST PART 'SMART'

- 1) Government of Maharashtra is implementing the State of Maharashtra's Agribusiness and Rural Transformation (SMART) Project. This World Bank funded project proposes to support the development of inclusive and competitive agriculture value chains, focusing on small holder farmers and agri-entrepreneurs in Maharashtra.

This would be achieved by expanding access to new and organized markets for producers and enterprises with complementary investments in technical services and risk management capabilities through the productive partnership scheme and market access plan. The SMART Project intends to provide business development grants to the business proposals (VGF upto 60%) to the target beneficiaries of the project i.e. Community Based Organizations (CBOs), which includes Farmer Producer Organizations (FPO), Primary Agriculture Cooperative Societies (PACS), Cluster Level Federations (CLFs) and Community Managed Resource Centers (CMRCs).

- 2) This agreement between the SMART Project, CBO and Bank will govern the funding ratio and release of tranches for execution of the sub-project.
- 3) The project grants provided under this Agreement shall be used only in respect of the sub project objectives as per the conditions stipulated by the concerned State Project Approval Committee (SPAC) and as per terms and conditions laid down in the FPP Sanction letter.

Dhage
Project Manager
Nirmiti Sahakari Sanstha
Sangamner



WHEREAS

Pursuant to this Agreement, the Parties involved in this Agreement, are hereby covenant, agreed with following obligations, terms & and conditions as stated herein below.

A) TERMS & CONDITIONS WITH RESPECT OF EXECUTION OF THE SUB-PROJECT:-

- 1) The total amount of the sub-project cost is Rs.42.56 lakh(Forty Two Lakh Fifty Six Thousand Rupees only)and the breakdown of contributions is listed below: (Rs. Lakh)

Sr. No.	Sub-project Components	Cost	SMART Grant	CBO Equity
1	Processing shed 1875sq. ft. @ 800/sq ft.	15.00	9.00	6.00
2	Dough Shelter	2.00	1.20	0.80
3	Rotary oven	4.50	2.70	1.80
4	Nitro flush machine	0.50	0.30	0.20
5	Flow packing machine	5.00	3.00	2.00
6	Roller dockers, molds, rolling pin, caliper instrument	0.20	0.12	0.08
7	SS working table-4	1.40	0.84	0.56
8	Computer & Printers	0.75	0.45	0.30
9	Testing Laboratory- Incubator, Grinder, Oven, Deep freezer, Electric stove, Flour tester, Moisture analyzer, Muffle finance	3.06	1.84	1.22
10	Market access- Packaging design, branding, exhibition participation, marketing/promotional material, website design & development	5.15	3.09	2.06
Sub total		37.56	22.54	15.02
11	Operating Exp.	5.00	5.00	0.00
Total Cost		42.56	27.54	15.02

- 2) This Agreement constitutes the sole and entire Agreement between all the parties. There will be no oral or written agreements, understandings, representations, or commitments of any kind, express or implied, not expressly set out in this Agreement.

B) THE RESPONSIBILITIES OF PARTY OF THE FIRST PART HEREINAFTER REFERRED TO AS 'PROJECT')

- 1) The Project will provide grants to the CBO of in the form of VGF(Subsidy/Grants)upto 60% project cost. The subsidy is calculated in the sanction order of sub-project and that will be applicable, which is Rs.27.54 lakh (Twenty Seven Lakh Fifty Four Thousand only). Grants will be released to Bank account of the CBO in tranches, linked to the progress of the sub-project as specified in the Clause A-1 of this Agreement. This will be subject to the beneficiary raising their part of share in agreed upon ratio.

Signature
Project Implementation Unit-VST
SMART Project



2) The fund flow to beneficiary CBO will be in 4 tranches by respective PIU as follows:-

Sr. No.	Particulars	Percentage of the Project grants (Rs. in lacs)	Amount of project grants (Rs. in lacs)	Remarks
1.	First Tranche	50%	13.77	Projects grants in the form of advance, subject to 50% of total beneficiary contribution deposited by CBO.
2.	Second Tranche	30%	8.27	Projects grants in the form of advance, subject to- a) 70% of the first tranche has been expended. b) 30% of total beneficiary contribution deposited by CBO.
3.	Third Tranche	10%	2.75	Projects grants in the form of advance, subject to- a) 100% of the first tranche and 70% of second tranche has been expended. b) 10% of total beneficiary contribution deposited by CBO.
4.	Fourth Tranche	10%	2.75	Reimbursement (after execution of entire sub-project)
Total		100%	27.54	

- 3) In exceptional situation, the Project will have the right to stagger Project grants up to five tranches. This may occur in a situation when there is a paucity of Project funds or doubt in CBO expending Project grants at an expected pace. In such case when the number of tranches has been increased, the conditions applicable to the fourth tranche in normal case will apply to the last tranche.
- 4) The Project along with the Bank or independently, as the case may be, has every right to supervise/monitor the project implementation as and when necessary. It is obligatory on the CBO to co-operate and provide all such information that may be required at the time of inspection.
- 5) The Project/World Bank has right to conduct random and/or unannounced physical or documentary inspections related to the sub-project.

C) THE RESPONSIBILITIES OF PARTY OF THE SECOND PART (HEREINAFTER REFERRED TO AS 'CBO')

- 1) CBO do hereby declare that the following statements are true, complete and correct to the best of his/her knowledge and belief. Any misrepresentation of facts, information and documents may ipso facto lead to termination of this agreement
- CBO has obtained Permanent Account Number (PAN) from Income Tax department.
 - CBO has not received any grant for same activity/asset from any source of Government of India/ Government of Maharashtra. If CBO has received grants for same activity/asset then, it has to declare in advance and such amount will be deducted from total subsidy applicable under SMART and only remaining part of subsidy would be disbursed to such

Dairhod
CBO
Global Officer
Project Implementation Unit-VSTF
SMART Project



- 2) Banking arrangement at CBO level-
- i) For SMART Project purposes, each CBO will have to open a separate Current Bank account especially for SMART Project purposes. It will be operated under the joint signatures of any two CBO Authority. The authorized signatories of CBO are as follows:-

- a) Authorized Signatory No.1 Chhaya Bharat Dhage[Chairman]
(Full name with designation)
- b) Authorized Signatory No.2 Shamimliyias Sheikh[Vice-Chairman]
Full name with designation

The Bank A/c of the CBO would be linked with Project Selected Bank developed MIS by the CBO.

- ii) Till the time the above system is in place, as a stop gap arrangement, the following system will be adopted-

- a) A separate current account will be opened by the CBO which will be jointly operated by DIU/PIU Project authorities.

- b) The authorized signatories of CBO & PIU/DIU (Project authorities) are as follows:-

i. Authorized Signatory No.1
CBO representative:Chhaya Bharat Dhage[Chairman]
(Full name with designation)

ii. Authorized Signatory No.2

Project representative: Sanjay Chavan, District Executive,
VSTF Ahmednagar
(Full name with designation)

The Bank A/c of the CBO would be opened in Project selected Bank.

- iii. DIU head will be the joint signatories along with CBO designated authority for payments above Rs.5.00 lakh. In case of payments below the threshold of Rs.5.00 lakh, the joint signatories will be at the level of CBO itself.

- 3) Under exceptional circumstances, CBO, with prior permission of the Head of PIU, can prolong or shorten the duration in writing, through an addendum to this Agreement. The permission may be granted by Project and a no cost extension with justification may be provided.

- 4) Each payment at CBO level for the subproject activity will be done by joint signature of both CBO and DIU/PIU Project authorities through cheque/RTGS/NEFT.

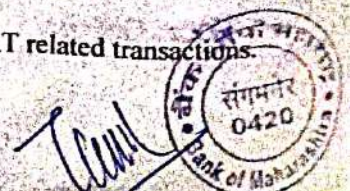
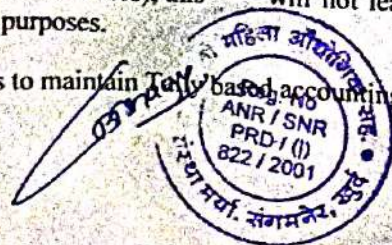
- 5) In order to take care of petty operational expenses to be incurred by CBO, an imprest advance to the limit of Rs. 5000/- per month can be withdrawn by CBO.

- 6) CBOalso agrees that no payment will be done directly to CBO's sister concerns /Directors/Officials, who are not selected as per the project selected procurement procedure. The list of CBO's sister concerns/ Directors/Officials is attached as Annexure A. The grants in the bank account will not be utilized for any other activities other than sub project activities by the CBO.

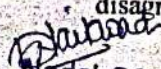
- 7) If instances of confiscation, compensation, allotment or seizure arise with respect to CBO (for other than SMART activities), this will not lead to attachment of bank account opened for SMARTProject purposes.

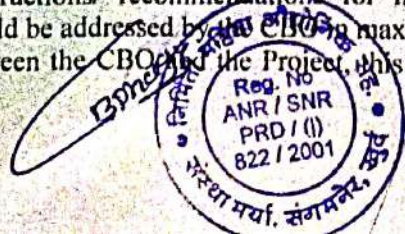
- 8) The CBO agrees to maintain Tally based accounting for all SMART related transactions.

Project Implementation Unit - VSTF
SMART Project



- 9) CBO shall provide or make available monthly/quarterly/six monthly or as and when requested, report for utilization of the fund or financial records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor to Project or World Bank Authorities.
- 10) The CBO will be exclusively liable for the proper use of the Grant in accordance with the Agreement. In case the Grant is, totally or partially, improperly used and declared ineligible by the Project/World Bank, the CBO will immediately deposit the objected amount in the respective Bank account, as directed by the Project.
- 11) Leasing and/or credit is not allowed under project financing. Procurement of second-hand equipment is not allowed. All procurements should be done with due prudence and open for verification by project authorities.
- 12) The CBO shall preserve and use the equipment and the goods acquired within the Sub Project with the diligence of a good owner. CBO shall refrain from any action which has object and/or affects the damage, the value decrease and/or the making of any pledge or guarantee over the equipment's or goods procured from the project funds. Details of the Pledge/ Mortgage/ Charges shall also be informed to Project by CBO within 30 days of creating the Pledge/ Mortgage/ Charges.
- 13) In carrying-out/performing the Sub-Project, the CBO will:
 - i) Exercise the degree of skill, care, and diligence reasonably
 - ii) As expected by the State Project Approval Committee and Sub-Project in similar circumstances, and in accordance with the agreed Schedule, unless this Agreement is terminated earlier as provided for in this Agreement.
 - iii) Comply with all provisions of all statutes, regulations and rules of government, local or public authority and any professional code of conduct or practice that may be applicable to the Sub Project.
 - iv) Observe the Project directives in relation to the Sub Project.
 - v) Be reasonably available for consultation with the Project during the term of this Agreement on the conduct and progress of the Sub Project.
- 14) The CBO will give full access to the Project as well as to any monitoring consultants hired by the project, for the equipment, services and goods acquired under the sub-project, at all reasonable times, at the premises or the sites at which the sub-project is being carried out, to inspect the progress of the Sub-Project.
- 15) The CBO will ensure the implementation of the Sub-project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Agreement.
- 16) CBO is responsible and liable for all acts or omissions in the performance of the Sub Project. It will indemnify the Project for any loss or damage that the Project suffers (as quantified and intimated by the Project) as a consequence of their acts or omissions.
- 17) Moreover, the CBO shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, COM, Social and Environmental Safeguards.
- 18) In cases where the Grant has been spent on ineligible items i.e. not in accordance with the agreement and are identified by Project Authorities /Auditors/World Bank, the CBO will be liable to deposit such funds in the bank account opened specifically for Sub Project Purpose.
- 19) If the CBO's performance indicates that the Sub-project objectives are not likely to be achieved, are superseded, or may be achieved by another preferred route, the Grant Provider will give the CBO written instructions/ recommendations for improvement. The Recommendation for improvement should be addressed by the CBO to the Project, this should be discussed and agreed upon; if disagreement between the CBO and the Project, this should be discussed and agreed upon; if


 Nodal Officer
 Project Implementation Unit-VSTF
 SMART Project



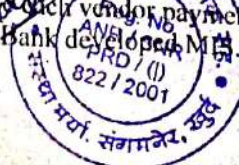
the disagreement could not be solved, such dispute shall be resolved by complying with SMART Grievances Redressal Mechanism.

- 20) The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal is attached herewith as **Annexure 'B'**.
- 21) The CBO will ensure that all service provider eventually hired for project implementation follow the conflict of interest rules as per Community Operation Manual.
- 22) The Project have every right to call for such relevant data and interpretations made in relation to the Sub project, which may include survey information, ground investigations and other data calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions.
- 23) The CBO has to update the Project, in case, there are any hurdles, or foreseen situations or any of the technical/non- technical difficulties arose while implementing the project well in advance.
- 24) It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are followed CBO will be held accountable for non-compliance with the relevant environmental and social safeguard applicable to this sub-project and therefore the CBO is required to implement all mitigation measures identified, including those on waste water management, if applicable.
- 25) The CBO cannot change the proposed value chain in a joint proposal and the ownership of an partner cannot be transferred to others unless otherwise particularly instructed or agreed upon by Project.
- 26) Since Project and CBO are different entities, project will in no way be liable for any acts of the CBO so far as legal, environmental and financial aspects etc. are concerned.
- 27) If any savings towards sub-project proposal occur, then the excess proportionate project grant should be refunded to the Project directed Bank Account.
- 28) It is obligatory for the CBO to follow the rules, regulations and guidelines, as made applicable from time to time till the period, as directed by the Project for the implementation of Sub Project.
- 29) At least 07 years after the construction of the sub-project, it will not be possible to dispose the construction /machinery/equipment/ amenities/materials of the capital project from the sub project without prior permission of SMART society or the responsible authority decided as per the exit policy of Project.
- 30) The CBO will provide all the necessary data / documents/information required by the project for its monitoring and evaluation/study purpose. Wherever required in the MIS of the Project data / information will be recorded by the CBO on the directions of the Project Authority.

D) THE RESPONSIBILITIES OF PARTY OF THE THIRD PART (HEREINAFTER REFERRED TO AS 'BANK')

- 1) The Nodal Bank will open a Special Current Account exclusively for the SMART project name of the concerned CBO. This Special Account has been devised to ensure that the project grants given to the CBO are utilized for the approved sub-project proposal only. This account will be governed by the following conditions:-
 - i) Nodal Bank should ensure that, this special Account is linked with the Nodal Bank developed MIS for SMART.
 - ii) Nodal Bank should ensure that, no cash withdrawal is permitted from this Special Account.
 - iii) Nodal Bank should ensure that, payments to sister concerns of CBO (as disclosed in Annexure-A) are not be permissible through this Account.
 - iv) Nodal Bank will enable their vendor payment, only after the project authorities have given approval in the Nodal Bank developed MIS.

Nodal Officer
Project Implementation Unit-VSTF
SMART Project



- v) In case where, the entire sub-project is not executed in entirety as per the grant Agreement, then Nodal Bank will be liable to refund proportionate Project grants back to the SMART Project within 15 working days from the date of receipt of project communication in this regard.
- 2) Till the time the above system is in place, as a stop gap arrangement, the following system will be adopted-
- A separate current account will be opened by the CBO which will be jointly operated by DIU/PIU Project authorities.
 - Each payment at CBO level for the subproject activity will be done by joint signature of both CBO and DIU through cheque/RTGS/NEFT for payments above Rs.5.00 lakh. In case of payments below the threshold of Rs.5.00 lakh, the joint signatories will be at the level of CBO itself.
- 3) If instances of confiscation, compensation, allotment or seizure arise with respect to CBO (for other than SMART activities), this will not lead to attachment of bank account opened for SMART Project purposes.

E) OTHER TERMS & CONDITIONS, WHICH ARE BINDING UPON ALL THE PARTIES INVOLVED IN THIS AGREEMENT.

- The abbreviations and acronyms used in the Project Implementation Plan and Community Operation Manual & Financial Management Manual will be used in this Agreement with the same meanings assigned in there.
- Any communication between the parties is effective only if it is in writing by fax or e-mail, by speed post, registered A.D. etc., using the contact details mentioned below:

Contact Details		
Name:	Chhaya Bharat Dhage[Chairman]	
Address:	a/p-sangamnerkhurd,tal-Sangamner, Dist-ahmednagar 422605	
Phone /e-mail:	9284109465	Chayadhage135@gmail.com

F). TERMINATION /CANCELLATION OF AGREEMENT/DISPUTE RESOLUTION

- The Project may terminate this Agreement by giving 45 days' notice in writing to the CBO, if the CBO becomes unable to perform the activities/complete the construction/procurement of movable & immovable assets in scheduled time and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.
- In case any issue, dispute, controversy arises, the same will be tried to be resolved as per the Grievance Redressal Mechanism of the Project. Any controversy, dispute or claim arising out of or relating to this agreement or breach thereof shall be endeavored to be settled by mutual discussions, failing which, the same shall be settled by arbitration following appropriate procedure under the Arbitration and Conciliation Act, 1996. The Arbitrator will be finalized amicably by all the parties, and the said Arbitrator will be based at Pune. The arbitral award will be final and binding, subject to legal remedies available under the law.
- The jurisdiction for all the parties and for all the purposes will be Pune.

Under the normal course, other than the circumstances mentioned above, this Agreement shall not be terminated by either of the parties, however, due to any serious reasons, either

Chhaya
Nodal Officer
Project Implementation Unit-VSTC
SMART Project



party, if decides to terminate the Agreement shall give 3 months' notice to the other party. The provisions of the agreement shall be governed by and interpreted in accordance with the laws of India.

- 5) Notwithstanding anything contained elsewhere in this agreement, Project reserves the right to terminate the Grant Agreement with immediate effect, in either of the following cases:-

If the demand for 1st installment is not raised by CBO within one year after signing of the grant agreement

Or

If within the agreed delays, Project establishes that there is no likelihood that the sub project will be completed within a reasonable delay.

In case of termination of this agreement under this Clause, the CBO will not be able to make any claim against Project or any of its Agency and staff in respect to this agreement.

- 6) This Agreement will terminate upon completion of the Sub Project in accordance with the Activity Schedule mentioned in above unless terminated earlier, or when the Project officially notifies about termination or cancellation of the Sub Project.

- 7) Either of the parties may terminate this Agreement, by written notice to the other, if:

- i. The CBO becomes unable to perform the required activities and no substitute arrangements satisfactory to the Project can be made to continue satisfactory implementation of the Sub project.
- ii. One of the parties is in a material breach of any provision of this Agreement and is unable to remedy such breach within 30 days (or a lesser time, if a lesser time is proposed by the project) of being notified of the breach by the other.
- iii. The CBO commits an act of bankruptcy (or become insolvent);
- iv. The World Bank declares the CBO ineligible under the Anti-Corruption Guidelines;
- v. One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either the SMART into dispute; or
- vi. The CBO could cancel the contract if the finance demand is delayed for over one year.

- 8) In case of cancellation of the Agreement as a consequence of non-fulfillment, the CBO shall transfer an amount of Grant not utilized towards meeting the objectives of Sub Project into the accounts indicated by the Project within five working days from the Project's notification.

- 9) The CBO shall transfer into the accounts indicated by the Grant Provider any Grant amount with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid, within five days of receiving such notice from the Grant Provider.

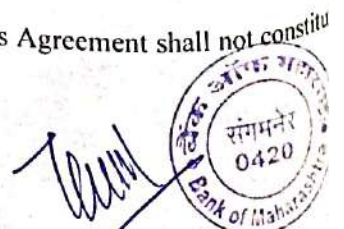
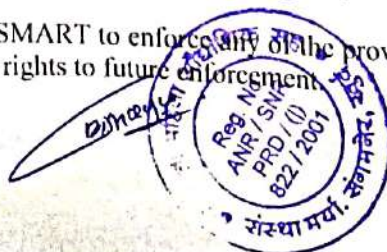
- 10) If this Agreement is terminated for any reason, the CBO will immediately cease to use Confidential Information and intellectual property of Project.

- 11) In case of termination of this Agreement before completion of the Sub-project, due to default by buyer, the SMART shall pay the CBO only such amount (on pro-rata basis) that is the value of the Sub Project actually performed and of any materials and services ordered by the CBO in anticipation of full performance of the Sub Project. All remaining or uncommitted Amount other than those above mentioned, will be immediately returned by the CBO to the account indicated by the SMART.

- 12) In case the CBO does not pay within the terms above mentioned the claimed amount, according to the written notification sent to him/her by the SMART, the respective Amount would be recovered pursuant to prevailing law.

- 13) Any failure by SMART to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.

Signature
Notal Officer
Project Implementation Unit-VSTF
SMART Project



G) Force Majeure





- 1) Neither the CBO nor the SMART will be responsible to the other for delay or failure in performance of any of the obligations imposed by this Agreement when such failure is occasioned by unintentional fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, court order or government interference, civil commotion, riot, war, strikes, labor disturbances, natural genetic variations of any living matter or by clause of like or unlike nature beyond the reasonable control and without the fault or negligence of either of the CBO or the SMART.
- 2) All notices under this Agreement shall be in writing and personally delivered, or sent by prepaid post or by facsimile or e-mail to the address of the party to whom the notice is to be given as specified in the Agreement.
- 3) Variations, waivers, and modifications of this Agreement shall only be valid if in writing and signed by, or on behalf of all parties involved in this Agreement.
- 4) The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.

H) RECOVERY MECHANISM

If, anyone activity of the CBO's sub-project proposal remains incomplete, then that complete componen of sub-project proposal will be treated as incomplete. The grant given for the activity will be recovered a: per land revenue mechanism. Similarly, the project grant given, if misused or not used as per the projec norms, then the same also will be recovered from CBO/CBO Directors/ CBO authorities/trustees as pe land revenue mechanism.

IN THE WITNESS WHEREOF parties hereto have set and subscribe their respective hands and seal on the day in the year first hereinabove written.

SIGNED, SEALED AND DELIIVERED For and on behalf of

<p>Project Implementation Unit (PIU), VSTF (Name of the PIU) Through its Head/Nodal Officer/Authorized Signatory <i>Mr. Prashant Naikwadi</i> PARTY OF THE FIRST PART</p>	<p><i>Prashant Naikwadi</i> Nodal Officer Project Implementation Unit-VSTF</p>	<p>Photo</p>
<p>M/s Nirmiti Mahila Audyogik Sahakari Sanstha (Name of the CBO) PAN : AAAAN4046 Through its Chairman/Secretary Mrs. Chhaya Bharat Dhage PARTY OF THE SECOND PART</p>	<p><i>Chhaya Bharat Dhage</i> </p>	
<p>'Bank of Maharashtra' Through its branch manager PARTY OF THE THIRD PART</p>	<p><i>[Signature]</i> </p>	

Witness 1:
(For Party of First Part)

Name: _____

R/o :

Witness 2:
(For Party of Second Part)

Name: _____

Witness 3:
(For Party of Third Part)

Name: _____

List of CBO's Sister Concerns/ Directors/ Officials

Sr.No.	Name and Address	PA No.
1)	Chhaya Bharat Dhage	HJUPD6770G
2)	Shamim Iliyas Shakh	HKYPS0694M
3)	Shobha Datray Gaiker	NEVER
4)	Ranjana Balasaheb Avhad	NEVER
5)	Tamij Abubakar Patel	ENXPP6567F
6)	Shakuntal sudhakar Wagh	BBZPV9820N
7)	Chitra Sampat Mandlik	CZFPM2004L
8)	Shahida Shabbir Shekh	NEVER
9)	Surekha Hanumant Ubale	AFBPU4780P
10)	Nanda Jaysing Kadam	HDKPK6434C
11)	Lata Shivaji Gunjal	BNBPG3776L
12)	Radha Rajendra Kharde	NEVER
13)	Shantabai Bhima Shirtar	NEVER

Handwritten signature
Nodal Officer
Project Implementation Unit-VSTF
SMART Project



ANNEXURE B

The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal.

Sr.No.	Name of the task/ component	Sub-Activity of the component	Timeline	Budget in Rs.
1)	Prossecing shed 1875sq.ft.@800/sq.ft.		6 months	15.00
2)	Dough shelter		3 months	02.00
3	Rotary oven		2months	04.50
4)	Nitro flush machine		2.5 Months	00.50
5)	Flow packing machine		1 Month	05.00
6)	Roller Docker, Molds, rolling pin, caliper instrument		1Month	00.20
7)	SS working table -4		15 days	01.40
8)	Computer & Priters		18 days	00.75
9)	Testng Labortaery- Incubater, Grinder Oven ,Deep freezer, Electric stove , Flour tester , Moisture analyser, Muffle finance		2 months	03.06
10)	Market access - Packaging design ,branding , exhibition participation, marketing /promootionl material ,website design & development		6months	05.15
11)	Pre- Operative/ Preliminary Expenses		7months	05.00
	Total			42..56

Dabadi
Model Officer
 Project Implementation Unit-VSTE
 S.M.A. Project

