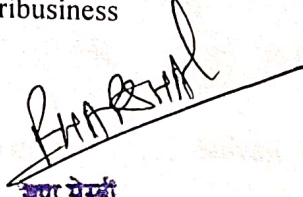


AGREEMENT (LOAN CASE)

This AGREEMENT is made and executed at Solapur, Navjyot Women Farmer Producer Company Ltd. On day of 10/10/2024

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
Mrs. Rupa Mistry,
The Head/Nodal Officer/Authorized Signatory
Project Implementation Unit (PIU),
Mavim, Mumbai (Name of the PIU)
Having its office at - Mumbai
Gruhnirman Bhavan, (Mhada) Mazzaine Floor,
Kalanagar, Bandra (East),
Mumbai - 400051
(hereinafter referred to as "Project")
which expression shall, unless the repugnant to
the context or meaning thereof, mean and include its successors and assigns)


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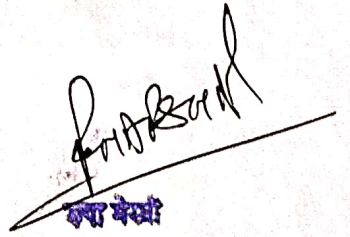
PARTY OF THE FIRST PART.

AND

M/s Navjyot Women Farmer Producer Company Ltd.
At-Post Mohol, tal-Mohol, Dist - Solapur Pin Code 413213
PAN : AAJCN2046H
Through its Authorised Signatory
Mrs : Manisha Pravin Nanavare
Age : 33 Occu.: Farmer
R/o : At /Post Mohol Tal-MOHol, dist - Solapur Pin Code 413213
PAN : AXQPN4239D
ADHAR NO.: 509401996672
hereinafter mentioned as 'FPC', (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 10/10/2024



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WHEREAS

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

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

01. The total amount of the sub-project cost is Rs.68.01(Lakh)- SixtyEight lakh OneThousand only and the breakdown of contributions is listed below:

(Rs. Lakh)				
Sr No	FPC's Subproject Components	Total Cost	SMART	FPC Equity
1	Collection center cum Production unit	40	24.00	16.00
2	Corn cleaning & grading machine	5.4	3.24	2.16
3	Cattale feed plant bharaada making	1.4	0.84	0.56
4	Packing machine	0.09	0.05	0.04
5	Weighing machine 100 kg	0.11	0.07	0.04
6	Weighing machine	0.25	0.15	0.10
7	Crates-50	0.08	0.05	0.03
8	Pick up	9.8	5.88	3.92
9	Working Capital	0	0.00	0.00
10	5 % Operating Cost	2.86	1.72	1.14
	TOTAL	59.99	35.99	24.00

Note : Extension activities i.e.Value Chain Development School-VCDS will not be part of the sub-project proposal.

02. 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')

01. The Project will provide grants to the FPC of in the form of VGF (Subsidy/Grants) upto 60% of project cost. The subsidy is calculated in the sanction order of sub-project and that will be applicable, which is Rs.35.99(Lakh) Thity Five lakh Night Nine Thousand only. Grants will be released to Bank account of the FPC 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.

02. The fund flow to beneficiary FPC will be in 4 tranches by respective PIU as follows:-



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Sr. No.	Particulars	Percentage of the Project grants	Amount Rs. in lacs	Remarks
1.	First Tranche	50%	17.99	Advance (subject to 50% of equivalent equity raised /assured by FPC& lending Bank).
2.	Second Tranche	30%	10.79	Advance (subject to 70% of subsidy and own contribution of first tranche is spent). With equivalent 30% of beneficiary contribution deposited
3.	Third Tranche	10%	3.59	Advance (subject to 100% of first tranche (project grants plus beneficiary contribution)and70% of subsidy and own contribution of second tranche is spent). With equivalent 10% of beneficiary contribution deposited
4	Fourth Tranche	10%	3.59	Reimbursement (after execution of entire sub-project)
	Total	100%	35.99	

03. 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 FPC 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.
04. 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 FPC to co-operate and provide all such information that may be required at the time of inspection.
05. The Project/World Bank has right to conduct random and/or unannounced physical or documentary inspections related to the sub-project.

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C) THE RESONSIBILITIES OF PARTY OF THE SECOND PART (HEREINAFTER REFERRED TO AS 'FPC')

01. FPCdo 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

- i. FPC has obtained Permanent Account Number (PAN) from Income Tax department.
- ii. FPC has not received any grant for sameactivity/asset from any source of Government of India/ Government of Maharashtra. If FPC has received grants for same activity/asset then, it has to declare in advance and such amount will be deductedfrom total subsidy applicable under SMART and only remaining part of subsidy would be disbursed to such FPC.

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

- i. Authorised Signatory No.1 _____
(Full name with designation)
Mrs.Manisha Pravin Nanavare – President Of Navjyot Women Farmer Producer Company Ltd.
- ii. Authorised Signatory No.2 _____
Mrs. Rekha Sadhu Akade – Treasurer Of Navjyot Women Farmer Producer Company Ltd.

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


03. Under exceptional circumstances, FPC, 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.

04. For any payment at the level of FPC above Rs.5000/-, the bank will incur payments to the vendors of FPC through the mechanism NEFT/RTGS.

05. FPCalso agrees that no payment will be done directly to FPC's sister concerns /Directors/Officials, who are not selected as per the project selected procurement procedure. The list of FPC's sister concerns/ Directors/Officials is attached as Annexure A. The grants in thebank account will not be utilized for any other activities



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other than sub project activities by the FPC.

06. If instances of confiscation, compensation, allotment or seizure arise with respect to FPC (for other than SMART activities), this will not lead to attachment of bank account opened for SMART Project purposes.
07. The FPC agrees to maintain Tally based accounting for all SMART related transactions.
08. FPC 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.
09. The FPC 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 FPC will immediately deposit the objected amount in the respective Bank account, as directed by the Project.
10. 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.
11. The FPC shall preserve and use the equipment and the goods acquired within the Sub Project with the diligence of a good owner. FPC 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 FPC within 30 days of creating the Pledge/ Mortgage/ Charges.
12. In carrying-out/performing the Sub-Project, the FPC 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.




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13. The FPC 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.
14. The FPC 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.
15. FPC 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.
16. Moreover, the FPC shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, COM, Social and Environmental Safeguards.
17. 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 FPC will be liable to deposit such funds in the bank account opened specifically for Sub Project Purpose.
18. If the FPC'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 FPC written instructions/ recommendations for improvement. The Recommendation for improvement should be addressed by the FPC in maximum thirty (30) calendar days. In case of disagreement between the FPC and the Project, this should be discussed and agreed upon; if the disagreement could not be solved, such dispute shall be resolved by complying with SMART Grievances Redressal Mechanism.
19. The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal is attached herewith as **Annexure 'B'**.
20. The FPC will ensure that all service providerseventually hired for project implementation follow the *conflict of interest* rules as per Community Operation Manual.
21. 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.
22. The FPC has to update the Project, in case, there are any hurdles, or foreseensituationsor any of the technical/non- technical difficulties arose while implementing the project well in advance.



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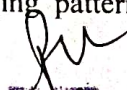
23. It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are followed. FPC will be held accountable for non-compliance with the relevant environmental and social safeguards applicable to this sub-project and therefore the FPC is required to implement all mitigation measures identified, including those on waste water management, if applicable.
24. The FPC cannot change the proposed value chain in a joint proposal and the ownership of any partner cannot be transferred to others unless otherwise particularly instructed or agreed upon by Project.
25. Since Project and FPC are different entities, project will in no way be liable for any acts of the FPC so far as legal, environmental and financial aspects etc. are concerned.
26. If any savings towards sub-project proposal occur, then the excess proportionate project grants should be refunded to the Project directed Bank Account.
27. It is obligatory for the FPC 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.
28. At least 07 years after the construction of the sub-project, it will not be possible to dispose of 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.
29. The FPC 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 FPC on the directions of the Project Authority.

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

01. Bank has financed the FPC after completion of all necessary procedure as per the bank's policy. Based on the sub-project sanction letter issued by the Project, the Bank has issued the Loan Sanction Letter to the FPC. As per the project mandate, the Credit Linked Subsidy Model has been adopted in cases where FPC opts for loan. In pursuance to this, the Bank has the following obligations:
02. The Bank will open a separate current account exclusively for the SMART project in the name of the concerned FPC.
03. As per the sub-project proposal approved, the overall funding pattern will be as



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follows:-

Sr. No.	Name of the Party	Percentage of the total sub-project cost	Amount involved (Rs. In lacs)
1	SMART Project	60% (indicative)	35.99
2	Name of the FPC	20% (indicative)	12.00
3	Name of the Bank along with Branch name	20% (indicative)	12.00
4	Total	100%	59.99

The release of Project Grants (the number of Tranches as well as whether in advance/reimbursement) will be as mentioned in the Clause B-2 of this Agreement

04. As per the Credit Linked subsidy modality, Bank has to monitor each vendor payment associated with the sub-project as per the activities mentioned in Annexure B of this Agreement.
05. The physical verification of the assets generated through this sub project proposal will be the responsibility of the Bank.
06. As per the Credit Linked subsidy modality, no interest will be charged by the Bank to the extent of Project funds lying interest free with the Bank.
07. In case where, the entire sub-project is not executed in entirety as per the grant Agreement, then 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. Failure to refund this within stipulated time by the Bank will attract 10% p.a. interest.
08. Bank has to ensure that all sub-project payments are done on pro-rata basis i.e. total loan sanctioned: margin money.
09. The Bank Of Maharashtra Bank has the right but not the obligation to insure the assets purchased out of the Bank Of Maharashtra Banks finance namely investment, machinery, agriculture stock, purchased materials etc.
10. If instances of confiscation, compensation, allotment or seizure arise with respect to FPC (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.

01. The abbreviations and acronyms used in the Project Implementation Plan and



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Community Operation Manual & Financial Management Manual will be used in this Agreement with the same meanings assigned in there.

02. 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:

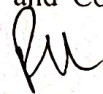
Contact Details		
	Authorized Representative of FPC (legally responsible person)	Authorized Representative of Grant Provider (Head/Nodal officer/Authorised person of concerned Grant Provider*) *If the signatory of this agreement get retired/transferred ensuing officiating officer will be responsible for legal compliances
Name:	Mrs. Manisha Pravin Nanavare – President Of Navjyot Women Farmer Producer Company, Ltd.	Mrs. Rupa Mistry, Nodal Officer, PIU, MAVIM.
Address:	At /post Mohol Tal-Mohol Dist –Solapur 413213	Gruhnirman Bhavan MHADA, Mazzaine, Floor. Kalanagar, Bandra (East), Mumbai - 400051
Phone /Fax /e-mail:	9503216581	022- 26591013

F). TERMINATION /CANCELLATION OF AGREEMENT/DISPUTE RESOLUTION

01. The Project may terminate this Agreement by giving 45 days' notice in writing to the FPC, if the FPC 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.
02. 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



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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.

03. The jurisdiction for all the parties and for all the purposes will be Pune.
04. In the normal course, other than reasons/ circumstances mentioned above, this Agreement shall not be terminated by either of the parties, however, due to any serious reasons, either 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.
05. 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 FPC 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 FPC will not be able to make any claim against Project or any of its Agency and staff in respect to this agreement.

06. 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.
07. Either of the parties may terminate this Agreement, by written notice to the other, if:
- The FPC 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.
 - 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.
 - The FPC commits an act of bankruptcy (or become insolvent);
 - The World Bank declares the FPC ineligible under the Anti-Corruption Guidelines;
 - 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



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- vi. The FPC could cancel the contract if the finance demand is delayed for over one year.
08. In case of cancellation of the Agreement as a consequence of non-fulfillment, the FPC 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.
09. The FPC 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 FPC 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 FPC 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 FPC in anticipation of full performance of the Sub Project. All remaining or uncommitted Amounts, other than those above mentioned, will be immediately returned by the FPC to the account indicated by the SMART.
12. In case the FPC does not pay within the terms above mentioned the claimed amounts according to the written notification sent to him/her by the SMART, the respective Amounts 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.

G) FORCE MAJEURE

01. Neither the FPC 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 FPC or the SMART.
02. 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.
03. 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.



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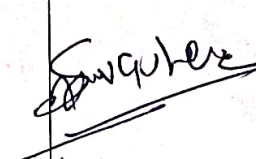

04. The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.

H) RECOVERY MECHANISM

If, anyone activity of the FPC's sub-project proposal remains incomplete, then that complete component of sub-project proposal will be treated as incomplete. The grant given for the activity will be recovered as per land revenue mechanism. Similarly, the project grant given, if misused or not used as per the project norms, then the same also will be recovered from FPC/FPC Directors/ FPC authorities/trustees as per 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 DELIVERED For and on behalf of

<p>Project Implementation Unit (PIU), MAVIM MUMBAI (Name of the PIU) Through its Head/Nodal Officer/Authorized Signatory</p> <p>MrS. <u>Rupa Mistry</u> _____ रुपा मेस्त्री PARTY OF THE FIRST PART</p>		<p>Photo</p>
<p>M/s Navjyot Women Farmer Producer Company Ltd..</p> <p>PAN : AAJCN2046H Through its Authorised Signatory</p> <p>Mrs : Manisha Pravin Nanavare</p> <p>PARTY OF THE SECOND PART</p>	<p>म.प्र. नानवरे</p>	
<p>for Bank Of India Maharashtra, Mohol'</p> <p>Through its branch manager</p> <p>PARTY OF THE THIRD PART</p>		

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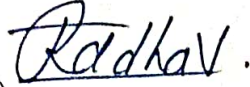

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Witness 1:

(For Party of First Part)

Name: MR.Rajesh Somanath Jadhav

R/o :At Post – Dhodi Tal – South Solapur Dist –Solapur Pin Code 413006



Witness 2:

(For Party of First Part)

Name : Mr.Yogesh Bharat Bodake

R/o At Post- Angar Tal – Mohol Dist –Solapur Pin Code 413213

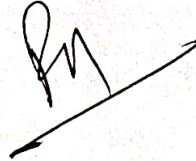


Witness 3:

(For Party of First Part)

Name : Mrs. Asabjahan Astulla Shaikh

R/o At Post- DhokbabhulGaon Tal – Mohol Dist –Solapur Pin Code 413213

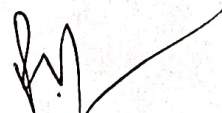


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ANNEXURE A

List of FPC's Sister Concerns/ Directors/ Officials


Sr.No.	Name and Address	PAN No.
1	Mrs.Manisha Pravin Nanavare At- Mohol Tal- Mohol Dist- Solapur	AXQPN4239D
2	Mrs.Rekha Sadhu Akhade At Post -Najik Pimpri Tal Mohol Dist Solapur	BXEPA2133G
3	Mrs.Sunita Soudagar Satpute At Post Dhokbabhulgaon Tal Mohol Dist Solapur	IMNPS3179H
4	Mrs.Dhanashri Balasaheb Salunkhe At Post Pokharapur Tal Mohol Dist Solapur	DEEPS7926N
5	Mrs.Madhuri Sham Batane At Post Sayyad Warvade Tal Mohol Dist Solapur	CMPPB1453H
6	Mrs.Shridevi Narayan Virape At Post Sayyad Warvade Tal Mohol Dist Solapur	BAZPV5713M
7	Mrs.Smita Prakash Kokane At Post Mohol Tal Mohol Dist Solapur	CANPK0447A
8	Mrs.Bai Manik Mule At Post Dhokbabhulgaon Tal Mohol Dist Solapur	DGFPM7021B
9	Mrs.Mirabai Laxman Shendage At Post Pokharapur Tal Mohol Dist Solapur	MFBPS5583L
10	Mrs.Kaveri Ramkrushn Lengare At Post Pokharapur Tal Mohol Dist Solapur	AVMPL7904K


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ANNEXURE B

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

Name of Component	No.	Sub-Component task	Budget	Q 1	Q 2	Q 3	Q 4	Q 1	Q 2	Q 3	Q 4
			(Rs)								
A	1	Collection centre Shed (2000 sqft) (संकलन शेड)	4000000								
		Total cost of construction	4000000								
B	1	Inspection and handling (including vehicles)	1393400								
	2	Corn Grading machinery/Corn flour grinding machine/packing equipment	788000								
	3	Administrative implements and IT infrastructure	64400								
		Total cost of machinery/equipment	2245800								
C	1	Supervision and training	64300								
	2	Monitoring and Evaluation	10000								
		Total cost of capacity building	74300								
D	1	Purchase/Aggregation of maize (per quarter)	180000								
	2	Post harvest activities (cleaning/drying/grading/storage /packing) (per quarter)	145000								
	3	Sale of maize to buyer/market (per quarter)	At specified rate								


 नाम मेरवी
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