



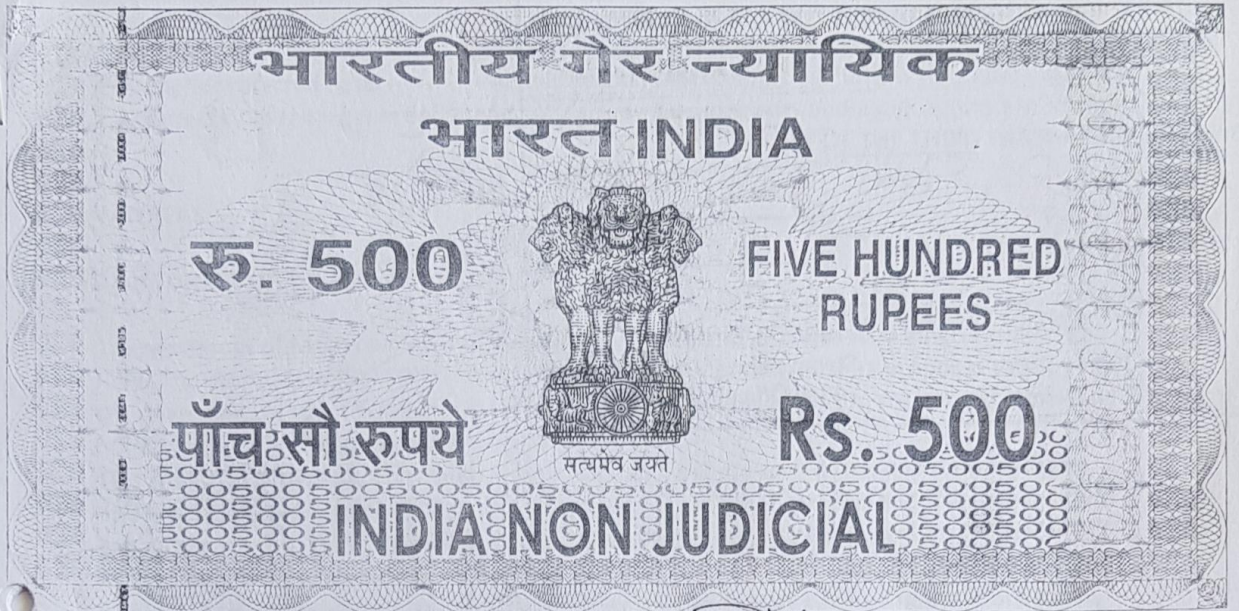
Customer Details	Branch & Account Details
Name: KRUSHI VISHWA FPO SMART PROJECT	Branch No : 01375
Address: CO PRABHAKAR HIRAJI RATHOD SHELGAON ROAD SONPETH TO SONPETH DIST PARBHANI SONPETH - 431401 Maharashtra Mobile : 917020370470 Email : Kyc Expiry Date : 12/09/2025 Kyc ID : Not Available Kyc Complied : Y Primary ID Type : CERT.OF INCORPORATION COMPANY CIF Number : 40254962222 Date of Birth : 19/10/2020 Statement Date : 12/09/2023	Branch IFSC : MAHB0001375 Branch Name : SHIVAJI COLLEGE CAMPUS Branch Address: AHUJA COMPLEX, BASMAT ROAD PARBHANI PARBHANI PARBHANI - 431401 Branch GSTIN : 27AACCB0774B1Z4 Account No : 60429027361 Account Open Date : 03/11/2022 Nomination Flag : Y Account Type : Cur-Gen-Pub-Corp-NonRural Total Balance : 1,00,04,497.91 Available Balance : 1,00,04,497.91 Mode of Operations: AS PER MANDATE Primary GSTIN: NA

To Strengthen your Aadhaar, update your Aadhaar if 10 year old

Statement for Account No 60429027361 from 12/09/2023 to 12/09/2023.							
Date	Type	Particulars	Cheque/Referen ce No	Debit	Credit	Balance	Channel
No Transactions in this Period							

- * All the amounts in the Statement are in INR.
- * Unless a constituent notifies the Bank immediately of any discrepancy found by him/her in this statement of a/c, it will be taken that he has found the a/c correct.
- * The Summary is on the next page.
- * This is a System Generated Statement. No Signature is Required.
- * END OF STATEMENT





महाराष्ट्र MAHARASHTRA

कृषि विश्व फार्मर

प्रोड्यूसर कंपनी

2019 Hari Kondiram Sontakke
Stamp Vendor L.No 3201015
Tahsil Office, Parbhani

AS 360733

District Treasury Office
PARBHANI
31 NOV 2022
STAMP HEAD CLERK

AGREEMENT (NO LOAN CASE)

This AGREEMENT is made and executed at Parbhani on 07 the day of Dec.2022

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

अध्यक्ष

कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेट ता.सोनपेट जि.परभणी

सचिव

Deputy Commissioner
(Animal Husbandry)
PARBHANI-(431401)

जोडपत्र-१/Annexure-I

बालील शिक्का प्रतिज्ञापत्रासाठी वापरण्यात येणाऱ्या मुद्रांकावर उमदवावा

फक्त प्रसिद्धापत्रासाठी Only For Affidavit

मुद्रांक विक्री नादवही अथवा क्रमांक- (Serial No./Date)

30 एप्रिल 2022

मुद्रांक विकत घेणाऱ्या
रहिवाशी पत्ता व सही
(Stamp Purchaser's Name
Place of Residence & Signature)

कृषी विश्व फार्मर्स प्रोड्यूसर
को. सोनपेठ ता.सोनपेठ जि.परभणी

रामसिंग जाधव

मुद्रांक विकत घेणाऱ्याची सही
(Stamp Purchaser's Signature)

Hari Kondiram Sontakke
Stamp Vender I. No.3201015
Tahsil Office, Parbhani.

Project Implementation Unit (PIU),
District Deputy Commissioner Animal, Husbandry Office,
Parbhani- 431401

Having its office at Parbhani
(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-KRUSHI VISHWA FARMER Producer Company
PAN:- AAICK3859J
Through its Authorized Signatory Mr.Pralhad Ramsing Jadhav
Age:-63
R/o:- PAVANSUT NAGAR,PARBHANI
PAN: -ABEPJ3334M
ADHAR NO.:-4216 1977 2706

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- 31/10/2022

PARTY OF THE SECOND PART.

AND

Bank of maharashtra
(Project Selected Bank)
(constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act
1970,). having its Head Office at Parbhani
and its Branch office at Shivaji college complex Parbhani

P. M.
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Pralhad
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कृषि विश्व फार्मर्स प्रोड्यूसर कंपनी लि.
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Deputy Commissioner
(Animal Husbandry)
PARBHANI-(43)401

(Handwritten signature)

(hereinafter referred to as "Project")

(hereinafter referred to as -----Bank") which expression shall, unless the repugnant to the context or meaning thereof, mean and include its successors and assigns)

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 up to 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 (CLES) 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.

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:

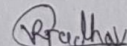
1) The total amount of the sub-project cost is Rs. (Rupees only) and the breakdown of contributions is listed below:

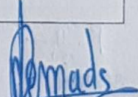
(Rs. Lakh)

Sr No.	CBO's Subproject Components	Cost Total	SMART Grant	CBO Equity
A)	Core Investments in Subproject			
1)	Building and Construction Land	135.12	81.07	54.05
2)	Purchase Of Equipment	56.10	33.66	22.44
3)	Transport & Vehical	9.00	5.40	3.60
	Sub-Total (A)	200.22	120.13	80.09


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Dist. Deputy Commissioner
(Animal Husbandry)
ARBHANI-(431401)

B)	Operative / Preliminary Expenses			
1)	5% Operative	10.01	6.01	4.00
	Sub-Total (B)	210.23	126.14	84.09
	Total (A+B)	210.23	126.14	84.09

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

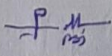
2) This Agreement constitutes the sole and entire Agreement between all the parties. There will be no oral or written agreements, understandings, representations, or commitments of any kind, express or implied, not expressly set out in this Agreement.

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

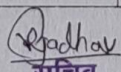
1) The Project will provide grants to the CBO of in the form of VGF(Subsidy/Grants) upto 60% of project cost. The subsidy is calculated in the sanction order of sub-project and that will be applicable, which is Rs.-126.14 Lakh (one crore Twenty Six lakh Fourteen hundred only). Grants will be released 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.

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

Sr. No.	Particulars	Percentage of project grants	Amount the Project grants (Rs, in lacs)	Remarks
1.	First Tranche	50%	63.07	Projects grants in the form of advance, subject to 50% of total beneficiary contribution deposited by CBO
2.	Second Tranche	30%	37.84	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%	12.61	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


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4.	Fourth Tranche	10%	12.61	Reimbursement (after execution of entire sub-project)
	Total	100%	126.14	

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 RESONSIBILITIES 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

i. CBO has obtained Permanent Account Number (PAN) from Income Tax department.

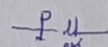
ii. CBO has not received any grant for same activity/asset from any source of Government of India Government of Maharashtra. If CBO has received grants for same activity/asset then, it has to declare in advance and such amount will be deducted from total subsidy applicable under SMART and only remaining part of subsidy would be disbursed to such CBO

2) Banking arrangement at CBO level

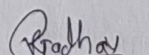
i) For SMART Project purposes, each CBO will have to open a separate Current Bank account especially for SMART Project purposes. It will be operated under the joint signatures of any two CBO Authority. The authorized signatories of CBO are as follows:


- a) Authorised Signatory No.1 – **Mr. Pralhad Ramsing Jadhav, Director**
(Full name with designation)
- b) Authorised Signatory No.2- **Mrs. Vaishali Ramesh Jadhav, Director**
(Full name with designation)

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


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Dist. Deputy Commissioner
(Animal Husbandry)
BARBHANI-(431401)

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 DIL/PIU Project authorities.

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

i) Authorised Signatory No.1:- **Mr. Pralhad Ramsing Jadhav, Director**
CBO representative

ii) Authorised Signatory No.2:- **Dr. Pralhad Pundalikrao Nemade**
Project representative - District Dy. Commissioner of Animal Husbandry, Parbhani
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.

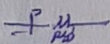
5) In order to take care of petty operational expenses to be incurred by CBO, an imprest advance to the limit of Rs. 5000/- per month can be withdrawn by CBO.

6) CBO also 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 SMART Project purposes.

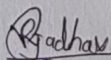
8) The CBO agrees to maintain Tally based accounting for all SMART related transactions.

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.



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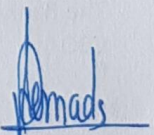
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Jst. Deputy Commissioner
(Animal Husbandry)
PARBHANI-(431401)

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.

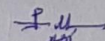
iv) Observe the Project directives in relation to the Sub Project.

v) Be reasonably available for consultation with the Project during the term of this Agreement on the conduct and progress of the Sub Project.

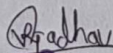
14) The CBO will give full access to the Project as well as to any monitoring consultants hired by the project, for the equipment, services and goods acquired under the sub-project. at all reasonable times, at the premises or the sites at which the sub-project is being carried out, to inspect the progress of the Sub-Project.

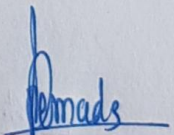
15) The CBO will ensure the implementation of the Sub-project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Agreement.

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.


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Joint Deputy Commissioner
(Animal Husbandry)
PARBHANI-(431401)

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 in maximum thirty (30) calendar days. In case of disagreement between the CBO 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.

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 providers 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.

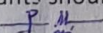
23) The CBO has to update the Project, in case, there are any hurdles, or foreseen situations or any of the technical/non- technical difficulties arise while implementing the project well in advance.

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 safeguards 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 any 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.

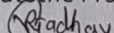
27) If any savings towards sub-project proposal occur, then the excess proportionate project grants should be refunded to the Project directed Bank Account.



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उपनिर्देशक

श्री निरंकर प्रभुदास जोग

निर्देशक, श्री. ठाणेबाजार, ता. सोनपेठ

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Dist. Deputy Commissioner

(Animal Husbandry)

ARBHANI-(431401)

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 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.

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')

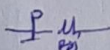
1) The Nodal Bank will open a Special Current Account exclusively for the SMART project in the name of the concerned CBO. This Special Account has been devised to ensure that the project grants given to the CBO are utilized for the approved sub-project proposal only. This account will be governed by the following conditions:

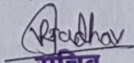
- i) Nodal Bank should ensure that, this special Account is linked with the Nodal Bank developed MIS for SMART.
- ii) Nodal Bank should ensure that, no cash withdrawal is permitted from this Special Account.
- iii) Nodal Bank should ensure that, payments to sister concerns of CBO (as disclosed in Annexure-A) are not be permissible through this Account.
- iv) Nodal Bank will enable each vendor payment, only after the project authorities have given approval in the Nodal Bank developed MIS.
- 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

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

ii) 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


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कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेट ता. सोनपेट जि. परभणी


J. Deputy Commissioner
(Animal Husbandry)
BARBHANI-(431401)

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.

1) 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.

1) 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:

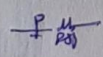
Contact Details		
	Authorized Representative of CBO (legally responsible person)	Authorized Representative of Grant Provider (Head/Nodal officer of concerned grant provider)*If the signatory of this agreement get retired/transferred ensuing officiating officer will be responsible for legal compliances
Name:	Mr.Pralhad Ramsing Jadhav	Dr.Pralhad Pundalikrao Nemade
Address:	Pavansut Nagar, Parbhani	District Dy. Commissioner of Animal Husbandry, parbhani
Phone/Fax/email:	7020370470	9960181144

F) TERMINATION/CANCELLATION OF AGREEMENT/DISPUTE RESOLUTION

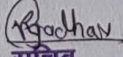
1) The Project may terminate this Agreement by giving 45 days notice in writing to the CBO, if the CBO becomes unable to perform the activities/complete the construction/procurement of movable & immovable assets in scheduled time and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.

2) 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.

3) The jurisdiction for all the parties and for all the purposes will be Pune.


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साचिव

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साचिव

जि.परभणी
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जि.परभणी


Just. Deputy Commissioner
(Animal Husbandry)
PARBHANI-1431401

4) 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.

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.

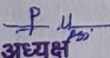
iii. The CBO commits an act of bankruptcy (or become insolvent);

iv. The World Bank declares the CBO ineligible under the Anti Corruption Guidelines;

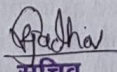
v. One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either the SMART into dispute: or

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 nonfulfillment, 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.


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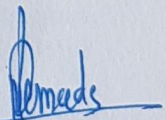
कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेट ता. सोनपेट जि. परभणी


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जातीय

ही निम्नके प्रमुखता प्रमाण
विश्वर. ही दर्शाता है


Jst. Deputy Commissioner
(Animal Husbandry)
ARBHANI-(431401)

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 Amounts, 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 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

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.

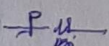
2) All notices under this Agreement shall be in writing and personally delivered, or sent by prepaid post or by facsimile or e-mail to the address of the party to whom the notice is to be given as specified in the Agreement.

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.

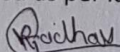
4) The provisions of this Agreement relating to responsibility reporting confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.

H) RECOVERY MECHANISM

If, anyone activity of the CBO's sub-project proposal remains incomplete, then that complete 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


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सचिव

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हस्ताक्षर

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Dist. Deputy Commissioner

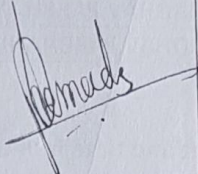

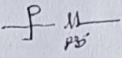
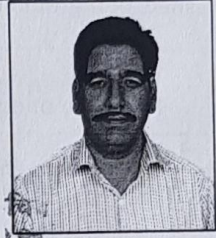
(Animal Husbandry)

ARBHANI-(431401)

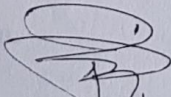
given, if misused or not used as per the project norms, then the same also will be recovered from CBO/CBO Directors/ CBO authorities/trustees as per land revenue mechanism.

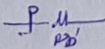
IN THE WITNESS WHEREOF parties hereto have set and subscribe their respective hands and seal on the day in the year first hereinabove written.

SIGNED, SEALED AND DELIIVERED For and on behalf of

Project Implementation Unit (PIU).	Sd/-	Photo
District Dy. Commissioner of Animal Husbandry, parbhani Through its Head/Nodal Officer/Authorized Signatory Mr. Dr. PRALHAD PUNDLIKRAO NEMADE PARTY OF THE FIRST PART (जिल्हा उप-आयुक्त (पशुसंवर्धन) परभणी-४३१४०१)		
M/s KRUSHI VISHWA FARMER PRODUCER COMPANY P.A.N : PAN: - AAICK3859J Through its Chairman/Secretary Mr. Mr. PRALHAD RAMSING JADHAV PARTY OF THE SECOND PART अध्यक्ष कृषि विश्व फार्मर प्रोड्युसर कंपनी सोनपेट ता.सोनपेट जि.परभणी		
Bank of maharashtra Through its branch manager PARTY OF THE THIRD PART	Sd/-	

Witness 1:

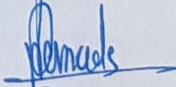
Name: Dr.  Rajesab Atibabasa Kalyanpure Assistant Commissioner (AH)
R/o: District Deputy Commissioner Animal, Husbandry Office, PARBHANI - 431401


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सचिव

कृषि विश्व फार्मर प्रोड्युसर कंपनी लि.
सोनपेट ता.सोनपेट जि.परभणी


Dist. Deputy Commissioner
(Animal Husbandry)
PARBHANI-431401

Witness 2:

(For Party of Second Part)

Name: Mrs. Sagar Pralhad Jadhav

सौ. सागर

ANNEXURE A

List of CBO's Sister Concerns/ Directors/ Officials

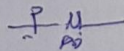
Sr.No.	Name and Address	PAN NO.
1)	PRALHAD RAMSING JADHAV, PARBHANI	ABEPJ3334M
2)	VAISHALI RAMESH JADHAV, PARBHANI	BMYPJ3285R
3)	MANISHA VISHAL RATHOD	BTWPR9606K
4)	PARVATIBAI PRABHAKAR RATHOD	DSTPR7113F
5)	SUMAN BHARAT RATHOD	BAXPR3943M

Sr.no	Name and Address	Company name	License no
1	Manisha vishal Rathod	Govind hospital and other specialty services private Limited	U74999MH2016PTC287560
2		Swaharsh pepar mills private Limited	U21093PN2018PTC176011
3		Krushi vishwa farmer producer company	U01110MH2020PTC348202

ANNEXURE B

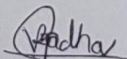
The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal.

Sr.No.	Name of the task/ component	Sub-Activity of the component	Timeline	Budget in LAKH
1	Construction of shed room grading centre etc.	constuction	6 month	135.12
2	Purchase of equipment	Purchase and Installation.	After construction 3 month	56.1
3	Transport vehicle	purchase	9-month	9.00
	5% oprative	--	First 6 month	10.01
	Total			210.23




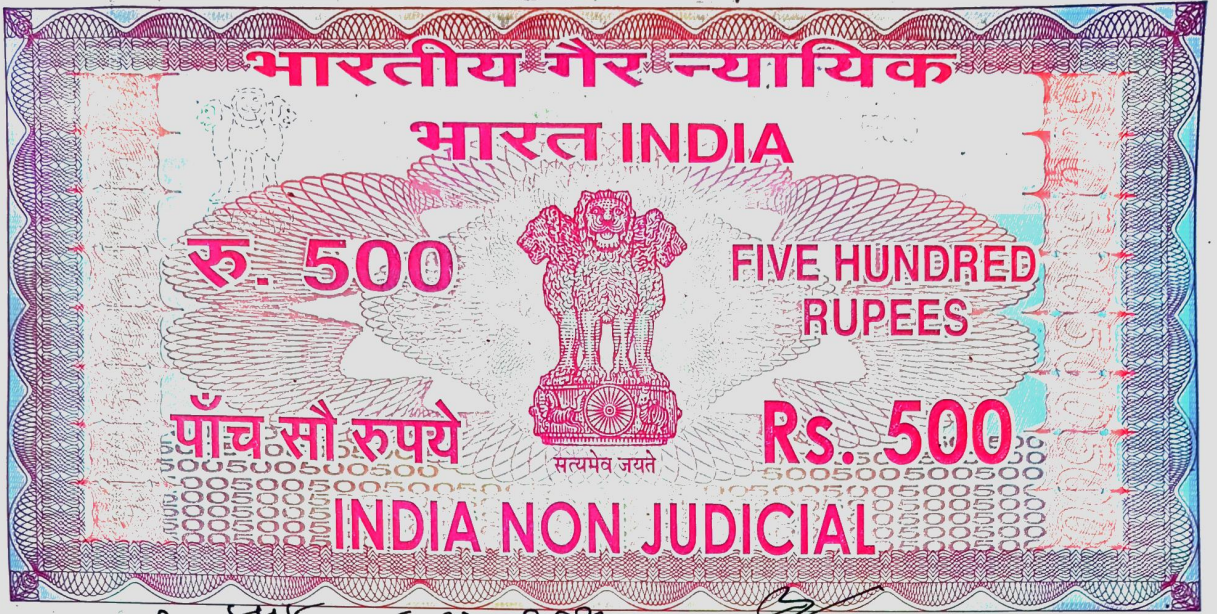
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कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेठ ता.सोनपेठ जि.परभणी



सचिव


Jist. Deputy Commissioner
(Animal Husbandry)
PARBHANI-(431401)



महाराष्ट्र MAHARASHTRA

६५२-२०२३

2022

भगवान कौ काकडे BV 717675

प्राक विक्रेता तहसिल कार्यालय

परभणी प्र.क्र. ३२०९

Treasury Only Parbhani

इ.पी.वि.स. मा.प्र. ज.प्र.स.

27 SEP 2023
STAMP HEAD CLEAR

AFFIDAVIT

(In addition to submitted grant agreement to SMART)
THE RESONSIBILITIES OF PARTY OF THE SECOND PART (HEREINAFTER
REFERRED TO AS 'CBO')

M/s KRUSHI VISHWA FARMER PRODUCER COMPANY

PAN : AAICK3859J

CIN (U01110MH2020PTC348202)

Address : parbhani

Through its Authorised Signatory

Mr. Pralhad Ramsing Jadhav Age : 63 yrs R/o : Pavansut Nagar, Parbhani

PAN : ABEPJ3334M

ADHAR NO.: 4216 1977 2706

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) submit affidavit in addition to submitted grant agreement to SMART dated 31.10.2022.

Pralhad

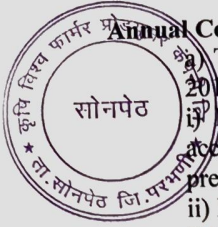
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कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.

सोनपेठ ता. सोनपेठ जि. परभणी

[Signature]

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Annual Compliance with ROC:

The Company shall ensure compliance with the provisions of the Companies Act 2013 and rules prescribed thereunder, including but not limited to:

- i) Filing of annual financial statements, including balance sheet, profit and loss account, and cash flow statement, with the Registrar of Companies (ROC) within the prescribed timelines.
- ii) Filing of annual returns, containing information as required under the Act, with the ROC within the prescribed timelines.
- iii) Maintenance and updating of statutory registers, records, and other relevant documents as per the requirements of the Act.
- b) The Company shall designate a responsible officer or department of CBO to oversee and ensure timely completion of all necessary filings and compliances with the ROC.
- c) If the CBO's name is strike off by the Registrar of Companies then the CBO has to return all the grants given by the project.

1) Pre operating expenses

Pre-Operative expenses spent before sanction of proposal by SPAC committee:


- i. The CBO shall provide a detailed breakdown of all pre-operative expenses incurred before the sanctioning of the proposal. The adjustment of such pre-operative expenses shall be made as mentioned in Financial Management Manual.
- ii. The Pre-operative expenses shall be subject to adjustment and may be considered for reimbursement under the following conditions:
 - a) The expenses were incurred solely for the purpose of the proposed project. eg. FPP preparation, estimate preparation, land lease charges etc.
 - b) The expenses are reasonable, necessary, and directly related to the project activities.
 - c) The expenses were incurred within the specified time frame as outlined the Project
 - d) The pre-operative expenses should be within the limits specified by the SMART project.

Pre-Operative Expenses Incurred After Sanction of proposal by SPAC committee:

- i. Pre-operative expenses may continue to be incurred after the official sanctioning of the proposal.
- ii. Pre-operative expenses incurred after the sanctioning of the proposal may be eligible for proportional reimbursement from the grant funds lying in the SMART dedicated current account, subject to the following conditions:
 - a) The expenses were incurred solely for the purpose of the proposed project.
 - b) The expenses are reasonable, necessary, and directly related to the project activities.
 - c) The expenses were incurred within the specified time frame as outlined by the project.
 - d) The pre-operative expenses should be within the limits specified by the SMART project.

2) Safeguard the proper utilization of funds

Detailed Fund flow mechanism is provided in Annexure C.


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



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कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेट ता. सोनपेट जि. परभणी



The CBO's SMART dedicated current account will not be equipped with a cheque book or net banking facility. If by chance the CBO receives these, they will promptly be returned to the bank or the bank will be notified without delay. The mode of payment will be facilitated through the epay slip system from the SMART project's MIS. The format of Epay slip is attached herewith **Annexure D**

The Epay slip will be generated by CBO from its login to SMART website. In this epay slip all the required details will be system generated or filled by CBO and bank will verify the same with the bills and other documents. Bank will process vendor payment on the basis of epay slip and the documents submitted by the CBO. The statutory deductions will be transferred by bank to the CBO existing current account (not the SMART dedicated current account). It is the CBO's responsibility to deposit all the statutory deductions within due date.

M/s KRUSHI VISHWA FARMER PRODUCER COMPANY PAN : AAICK3859J Through its Chairman/Secretary Mr. Pralhad Ramsing Jadhav	Sd/-  
PARTY OF THE SECOND PART	



Witness 1:

(For Party of Second Part)


Name:

R/o: सौ. वैशाली रमेश जाधव

Witness 2:

(For Party of Second Part)

Name:

सौ. मनिषा विशाल राठोड 

ANNEXURE A

List of CBO's Sister Concerns/ Directors

Sr.No.	Name and Address	PAN
1	Pralhad Ramsing Jadhav	ABEPJ3334M
2	Vaishali Ramesh Jadhav	BMYPJ3285R
3	Manisha Vishal Rathod	BTWPR9606K
4	Parvatibai Prabhakar Rathod	DSTPR7113F
5	Suman Bharat Rathod	BAXPR3943M

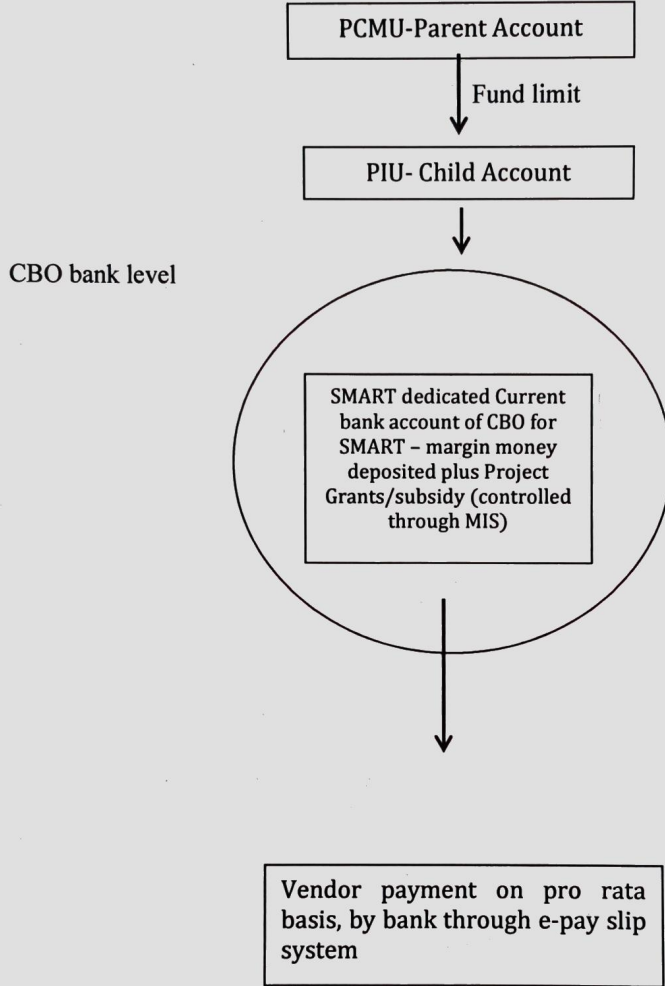

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कृषि विश्व फार्मर प्रोड्यूसर कंपनी लि.
सोनपेट ता.सोनपेट जि.परभणी

ANNEXURE C

Detailed fund flow mechanism



[Signature]

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कृषि विरव फार्मर प्रोड्युसर कंपनी लि.

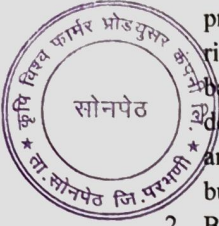
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Concept :

1. Release of project grants will be as per the grant agreement in the form of tranches. The tranches will be deposited in SMART dedicated current account opened for SMART project purposes. This current account will be under control of the bank. The transfer right/payment right/transactional right will be with the bank. No cheque book or net banking facility will be provided for SMART dedicated current account. As regards deductions (for e.g. Income tax TDS, Labour cess, Royalty etc.) from the vendor bills the amount will be transferred from SMART dedicated current account to the CBO's existing business account by the bank.
2. Bank will be responsible that all payments from the current account will be only for the SMART sub-project activities.
3. Project grants will be as per the grant agreement in the form of tranches.
 - i. If in exceptional cases, subproject proposal is not executed in entirety as per the grant agreement i.e. of Rs.100/-, following will be the modality –
The balance in the SMART dedicated current account in proportion to the amount as agreed in the grant agreement/ as communicated by the project will be refunded by the bank to the Project.
For clarity, in case of the above example, if sub-project cost after completion is Rs.80/- instead of Rs.100/-, then 60% of Rs.80/- i.e. Rs.48/- will be the grants share of the SMART Project and the differential amount of Rs.12/- is already given to CBO, this amount will be refunded by the bank from the SMART dedicated current account. If the bank balance is less than Rs.12/- then the differential balance amount will be returned by the CBO to the Project. This clause has been inserted in the tripartite grant agreement.
 - ii. The condition of the SMART dedicated current account is that no other payment can be done from this account other than the sub-project activity payments. This account is completely controlled and monitored by the bank.
 - iii. This SMART dedicated current account will be under the control of lending bank and will operate as per the terms mentioned in the grant agreement or as per the time to time revision in FMM. The revisions, if any, to the FMM will be intimated by the project to the bank.
 - iv. Lending Bank will be entirely responsible to monitor that only payments for the sub-project proposal are done from this account by CBO and as per the terms and conditions of grant agreement.
 - v. The fourth tranche will not be deposited in CBO SMART dedicated current account. Since, the fourth tranche is on re-imburement basis, the final amount as per project appointed Chartered Accountant (CA) audit report of CBO sub-project proposal will be directly deposited in CBO current account.
 - vi. If in above case, as per the project appointed CA audit report the fourth tranche is not payable to CBO but the amount is recoverable from CBO then no amount will be deposited in CBO current account. The same will be recovered from CBO.





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सोनपेठ ता. सोनपेठ जि. परभणी



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ANNEXURE D
Epay slip format



BANK PAYMENT REQUISITION FORM

Bank Payment Requisition Form									
Name of the CBO					District				
E-slip Generation					Loan/ No Loan case				
Loan taken from									
Name of the Bank					Name of the branch				
Amount of loan taken					Current Account No.				
Loan account No.					Payment for				
Payment details(Optional) / Bill Details(Multi selection)									
Name of the vendor	GST number (optional)	Bill No.	Bill Date	Bill Amount				Nature of payment	
				Basic	IGST	CGST	SGST	Total	
Vendor name									

Relates to which component of sub-project proposal				
Tender Name	Tender Cost	Total Sub-Project Amount		
		Total cost	Amount spent till date	Balance amount as per the component

Deductions				
Income Tax				
Sec 94J/94C	Sec			TDS amount
(If Construction work)				
Labour cess				Royalty (optional)
Labour Insurance (optional)				Retentions
Other (Please specify)	Other Details			Amount
Net amount payable				
Breakup of payment				
Share from Grants				Share from BC/Loan
Total				
Document to be Uploaded				
Bill	NA	Quotations	NA	

Declaration

We declare that above information given and documents uploaded are true and correct. If any discrepancy found then we are responsible to refund the amount claimed due to this incorrect information and documents provided.

CBO Authorised Signatory 1

[Signature]

अध्यक्ष

CBO Authorised Signatory 2

[Signature]

सचिव

कृषि विश्व फार्मर प्रोड्युसर कंपनी लि.
सोनपेट ता.सोनपेट जि.परभणी

Company Master Data

CIN	U01110MH2020PTC348202
Company Name	KRUSHI VISHWA FARMER PRODUCER COMPANY LIMITED
ROC Code	RoC-Mumbai
Registration Number	348202
Company Category	Company limited by Shares
Company SubCategory	Non-govt company
Class of Company	Private
Authorised Capital(Rs)	5000000
Paid up Capital(Rs)	1846000
Number of Members(Applicable in case of company without Share Capital)	0
Date of Incorporation	19/10/2020
Registered Address	C/o Prabhakar Hiraji Rathod, Shelgaon Road, Sonpeth, Parbhani Parbhani MH 431401 IN
Address other than R/o where all or any books of account and papers are maintained	-
Email Id	krishivishwafpo@gmail.com
Whether Listed or not	Unlisted
ACTIVE compliance	
Suspended at stock exchange	-
Date of last AGM	09/08/2023
Date of Balance Sheet	31/03/2023
Company Status(for efilling)	Active

Charges

Assets under charge	Charge Amount	Date of Creation	Date of Modification	Status
No Charges Exists for Company/LLP				

Directors/Signatory Details

DIN/PAN	Name	Begin date	End date	Surrendered DIN
08610303	MANISHA VISHAL RATHOD	19/10/2020	-	
08925447	SUMAN BHARAT RATHOD	19/10/2020	-	
08925449	PRALHAD RAMSING JADHAV	19/10/2020	-	
08925450	PARVATI PRABHAKAR RATHOD	19/10/2020	-	
09772949	VAISHALI RAMESH JADHAV	08/10/2022	-	

KRUSHI VISHWA FARMER PRODUCER COMPANY LIMITED

CIN No:- U01110MH2020PTC348202

**Add:- C/o Prabhakar Hiraji Rathod, Shelgaon Road, Sonpeth, Parbhani
Parbhani MH 431401 IN**

DIRECTOR NAME : MANISHA VISHAL RATHOD

DIN NUMBER : 08610303

RELATED COMPANY :

U74999MH2016PTC287560 GOVIND HOSPITAL AND OTHER SPECIALITY SERVICES PRIVATE LIMITED

U21093PN2018PTC176011 SWAHARSH PAPER MILLS PRIVATE LIMITED

U01100MH2020PTC344070 NANAJI KRUSHI SANJEEVANI FARMER PRODUCERCOMPANY LIMITED

U65900MH2020PLN344462 JANSTAMBH INDIA NIDHI LIMITED

U01110MH2020PTC348202 KRUSHI VISHWA FARMER PRODUCER COMPANY LIMITED

Witness 2:

(For Party of Second Part)

Name: Mrs. Sagar Pralhad Jadhav

ANNEXURE A**List of CBO's Sister Concerns/ Directors/ Officials**

Sr.No.	Name and Address	PAN NO.
1)	PRALHAD RAMSING JADHAV, PARBHANI	ABEPJ3334M
2)	VAISHALI RAMESH JADHAV, PARBHANI	BMYPJ3285R
3)	MANISHA VISHAL RATHOD	BTWPR9606K
4)	PARVATIBAI PRABHAKAR RATHOD	DSTPR7113F
5)	SUMAN BHARAT RATHOD	BAXPR3943M

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 LAKH
1	Construction of shed room grading centre etc.	constuction	6 month	135.12
2	Purchase of equipment	Purchase and Installation.	After construction 3 month	56.1
3	Transport vehicle	purchase	9-month	9.00
	5% oprative	--	First 6 month	10.01
	Total			210.23