


Point No	Para	Submission
Point No. 3	It was observed that payment was made to CBO New Kisan Krushi Vikas PCL., Bhavi Nimgaon, Tal. Shevgaon, but the stamp paper containing the agreement was not attached, indicating non-compliance with required documentation procedures.	<p>The Grant Agreement with the mentioned CBO was executed on 01.03.2023 on plain bond paper, duly signed and endorsed by all the parties. At the time of execution, there were no instructions from PCMU mandating that agreements be executed on stamp paper (Original Guideline dated- 02.08.2022 attached). The directive regarding execution of agreements on stamp paper was issued only later, on 30.08.2023 (E mail from PCMU dated 30.08.2023 along with instructions have been attached)</p> <p>Accordingly, the agreement dated 01.03.2023 executed on plain bond paper is valid as per the guidelines applicable on that date. After issuance of instructions dated 30.08.2023, all subsequent Grant Agreements are being executed strictly on stamp paper in compliance with the directions of the higher authority.</p> <p>For the present case, the signed copy of the Grant Agreement (on plain bond paper) along with the supporting documents are enclosed herewith for record and compliance.</p>

Enclosures: Instructions from PCMU not mandating Stamp Paper and mandating Stamp Paper and Agreement on Plain Bond Paper.


Manisha Bhosale
Agronomist, PIU Agri

AGREEMENT (LOAN CASE)

This AGREEMENT is made and executed at Ahmednagar,
01th day of 03...../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,
Project Implementation Unit (PIU),
Agriculture Director (ATMA), Pune on behalf of
District Implementation Unit (DIU),
Project Director ATMA (Ahmednagar)
Mr. Shivaji S Jagtap

(Herein after 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 Newkisan Krushivikas Producer Company Limited
C/o Namdeo Tukaram Chede, Gat No-35 Bhavinimgaon
A/P - Bhavinimgaon Tal-Shevgaon Dist Ahmednagar -414502
PAN: AAHCN0780E

Through its Authorised Signatory
Mr. Chede Namdeo Tukaram
Age: 32 Occu.: Farmer, Business
R/o: Bhavinimgaon Tal-Shevgaon Dist Ahmednagar -414502
PAN: ARFPC6481M
ADHAR NO: 223174418691

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 01.08.2022

PARTY OF THE SECOND PART.

AND

Bank Of Maharashtra Branch, Shevgaon, Dist Ahmednagar
(CBO Selected Bank)
(Constituted under the Banking Companies Act 1970)

Having its Head Office at-
Bank Of Maharashtra Ahmednagar-414502

And its Branch office at -
Bank Of Maharashtra Branch, Shevgaon, Dist Ahmednagar.

PARTY OF THE THIRD PART.


Chief
District Implementation Unit (SMART)
As, Project Director ATMA, Ahmednagar



About PARTY OF THE THIRD PART 'SMART'

01. 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 Centre's (CMRCs).

02. This agreement between the SMART Project, CBO and Bank will govern the funding ratio and release of tranches for execution of the sub-project.
03. 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.

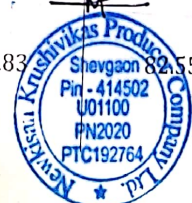
A) TERMS & CONDITIONS WITH RESPECT OF EXECUTION OF THE SUB-PROJECT:-

01. The total amount of the sub-project cost is Rs244.99(in words)Two Crore fourty four Lakh ninty nine Thousand Only and the breakdown of contributions is listed below:

(Rs. Lakh)

Sr No.	CBO's Subproject Components	Cost Total	SMART Grant	CBO Equity
1	Construction of machinery building	16.2	9.72	6.48
2	Cold storage (40ton)	6.00	3.60	2.4
3	Ginger washer (1tph)	206.38	123.83	82.55
4	Ginger peeler			
5	Centrifugal water spiller			
6	Inspection conveyer			
7	Automatic Filing machine			
8	Main distribution electric control panel			
9	Automatic dryer			
	Pulverizer			


Chief
District Implementation Unit (SMART)
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11	Bucket Elevator			
12	Ginger flasks machine			
13	Screw conveyor from dryer to Pulverizer to filling machine			
14	Z-type conveyor from dryer to pulverizer			
15	Air compressor			
16	Air pipeline			
17	Band sealer			
18	Vehicle	00	00	0
19	Transformer 100 kva	1.44	0.96	0.58
20	Generator DG set 80 kva	3.30	1.98	1.32
	TOTAL	233.32	139.50	93.32
21	5% operative Expenditure	11.67	7.00	4.67
	TOTAL	244.99	146.99	98

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

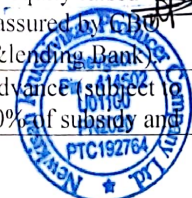
02. This Agreement constitutes the sole and entire Agreement between all the parties. There will be no oral or written agreements, understandings, representations, or commitments of any kind, express or implied, not expressly set out in this Agreement.

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

01. The Project will provide grants to the CBO of in the form of VGF (Subsidy/Grants) up to 60% of project cost. The subsidy is calculated in the sanction order of sub-project and that will be applicable, which is Rs.146.99(Words in Rupees – One Crore forty six Lakh ninety nine 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.
02. The fund flow to beneficiary CBO will be in 4 tranches by respective PIU as follows:-

Sr. No.	Particulars	Percentage the Proj grants	Amount Rs. in laes	Remarks
1.	First Tranche	50%	73.49	Advance (subject to 50% of equivalent equity raised /assured by CBO & lending Bank)
2.	Second Tranche	30%	44.09	Advance (subject to 70% of subsidy and

[Signature]
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				own contribution is spent).
3.	Third Tranche	10%	14.69	Advance (subject to 70% of subsidy and own contribution is spent).
4	Fourth Tranche	10%	14.69	Reimbursement (after execution of entire sub-project)
	Total	100%	146.99	

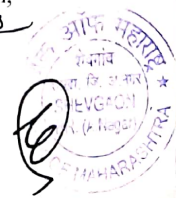
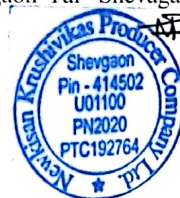
03. In exceptional situation, the Project will have the right to stagger Project grants up to five tranches. This may occur in a situation when there is a paucity of Project funds or doubt in CBO expending Project grants at an expected pace. In such case when the number of tranches has been increased, the conditions applicable to the fourth tranche in normal case will apply to the last tranche.
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 CBO 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.

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

01. 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 CBO.
02. Banking arrangement at CBO level - 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:-

i. Authorised Signatory No.1 **Namdev T chede**, Director, Newkisan krishivikas Farmer Producer Company Limited, A/P Bhavimangaon Tal- Shevagaon, Dist Ahmednagar 414502


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As. Project Director, ATMA, A'Nagar



ii. Authorised Signatory No.2 **Pratik T Darote, Director** Newkisan krishivikas Farmer Producer Company Limited , A/P Bhavimigaon Tal- Shevgaon, Dist Ahmednagar 414502

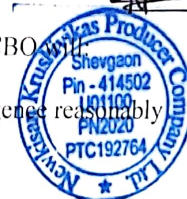
The Bank A/c of the CBO would be linked with Project Selected Bank developed MIS by the CBO.

03. 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.
04. For any payment at the level of CBO above Rs.5000/-, the bank will incur payments to the vendors of CBO through the mechanism NEFT/RTGS.
05. 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.

06. 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.
07. The CBO agrees to maintain Tally based accounting for all SMART related transactions.
08. 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.
09. 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.
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 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.
12. In carrying-out/performing the Sub-Project, the CBO
 - i) Exercise the degree of skill, care, and diligence reasonably

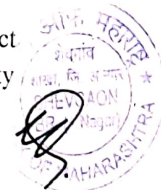

Chief
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- ii) As expected by the State Project Approval Committee and Sub-Project in similar circumstances, and in accordance with the agreed Schedule, unless this Agreement is terminated earlier as provided for in this Agreement.
 - iii) Comply with 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.
13. 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.
 14. 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.
 15. 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.
 16. Moreover, the CBO 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 CBO will be liable to deposit such funds in the bank account opened specifically for Sub Project Purpose.
 18. 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.
 19. The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal is attached herewith as ANNEXURE 'B'.
 20. The CBO will ensure that all service provider severally liable for project implementation follow the conflict of interest rules as per Community Operation Manual.


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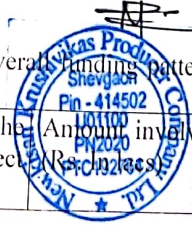
- 21. The Project have every right to call for such relevant data and interpretations made in relation to the Sub project, which may include survey information, ground investigations and other data, calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions.
- 22. The 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.
- 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.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.
- 24. 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.
- 25. 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.
- 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 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.
- 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 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')

- 01. Bank has financed the CBO 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 CBO. As per the project mandate, the Credit Linked Subsidy Model has been adopted in cases where CBO 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 CBO.
- 03. As per the sub-project proposal approved, the overall funding pattern will be as follows:-

Sr. No.	Name of the Party	Percentage of the total sub-project cost	Amount involved (Rs. Crores)

[Signature]
Chief
 District Implementation Unit (SMART)
 As, Project Director, ATMA, A'Nagar



1	SMART Project	60% (indicative)	146.99
2	Newkisan Krushivikas producer company ltd	10% (indicative)	24.49
3	Bank of Maharashtra branch -Shevgaon	30% (indicative)	73.49
4	Total	100%	244.99

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 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 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.

01. 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.
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 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:	Namdev T. chede
Address	A/P Bhavinimagaon, Tal- Shivaji Shrirang Jostap
	District Implementation Unit


Chief
Implementation Unit (SMART)
District Director, ATMA, A'Nagar

s:	Shevgaon, Dist Ahmednagar 414502	(DIU), AATMA AHMEDNAGAR
Phone / e-mail:	9623902290,7020069290 nanuchede@gmail.com	7774895077 Ahmednagar.div.smart@gmail.com

F). **TERMINATION /CANCELLATION OF AGREEMENT/DISPUTE RESOLUTION**

01. 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.
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 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 CBO within one year after signing of the grant agreement

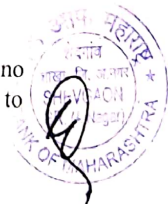
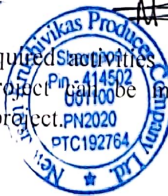
Or

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.

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:
 - 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.


District Implementation Unit (SMART)
Asst. Project Director, ATMA, A'Nagar

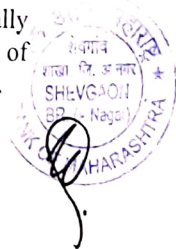
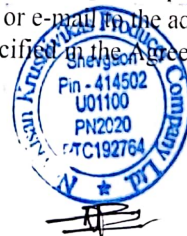


- ii. One of the parties is in a material breach of any provision of this Agreement and is unable to remedy such breach within 30 days (or a lesser time, if a lesser time is proposed by the project) of being notified of the breach by the other.
 - iii. The CBO commits an act of bankruptcy (or become 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 the SMART into dispute; or
 - vi. The CBO 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 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.
 09. 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

01. 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, lightening, 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.
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.





 Chief
 Implementation Unit (SMART)
 TMA, A'Nagar



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 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 DELIVERED For and on behalf of

<p>Project Implementation Unit (PIU), Agriculture Director, (ATMA) Pune on Behalf of District Implementation Unit (DIU), Project Director ATMA, Ahmednagar Mr. Shivaji S. Jagtap PARTY OF THE FIRST PART</p>		<p>Photo</p>
<p>M/s newkisan krishivikas Producer company Ltd PAN : AAHC0780H Through its Director Mr. Namdev T chede PARTY OF THE SECOND PART</p>		
<p>Bank Of Maharashtra Branch, Shevgaon Mr. Dheeraj parakhe <i>Dhiraj parakhe</i> PARTY OF THE THIRD PART</p>		

Witness 1:

(For Party of First Part)


Name: Sapan S. Chede *S. S. Chede*

R/o :




Witness 2:

(For Party of Second Part)

Name: Pratik Tukaram Darote. **Witness 3:**

(For Party of Third Part)

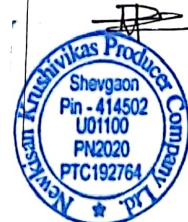
Name: Eknath Kisan Jadhav **ANNEXURE A****List of CBO's Sister Concerns/ Directors/ Officials**

Sr.No.	Name and Address	PAN No.
1)	Namdev T chede (Director) A/P bhavinimgaon Tal- shevgaon Dist Ahmednagar 414502	ARFPC6481M
2)	Eknath K jadhav (Director) A/P bhavinimgaon Tal- shevgaon Dist Ahmednagar 414502	AEHPJ4283N
3)	Macchindra N Adhat (Director) A/P Shevgaon Tal- shevgaon Dist Ahmednagar 414502	ARCPA1571B
4)	Tushar T Jadhav (Director) A/P bhavinimgaon Tal- shevgaon Dist Ahmednagar 414502	BHFPJ2325G
5)	Pratik T Darote (Director) A/P Dahigaon ne Tal- shevgaon Dist Ahmednagar 414502	BTRPD8189G


ANNEXURE B

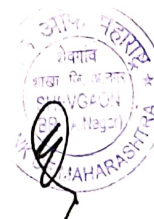
The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal.

Sr No.	CBO's Subproject Components	Sub-Activity of the component	Timeline	Budget in lack
1	Construction of machinery building	Construction of machinery building	Within 6 months from date agreement	16.2
2	Cold storage (40ton)	Cold storage (40ton)	Within 2 months from date agreement	6.00
3	Ginger washer (1tph)	Ginger washer (1tph)		
4	Ginger peeler	Ginger peeler		
5	Centrifugal water spiller	Centrifugal water spiller		
6	Inspection conveyer	Inspection conveyer		


Chief
District Implementation Unit (SMART)
 As, Project Director, ATMA, A'Nagar


7	Automatic Filing machine	Automatic Filing machine	Within 4 months from date agreement	206.38
8	Main distribution electric control panel	Main distribution electric control panel		
9	Automatic dryer	Automatic dryer		
10	Pulverizer	Pulverizer		
11	Bucket Elevator	Bucket Elevator		
12	Ginger flasks machine	Ginger flasks machine		
13	Screw conveyor from dryer to pulverizer to filling machine	Screw conveyor from dryer to pulverizer to filling machine		
14	Z-type elevator from dryer to pulverizer	Z-type elevator from dryer to pulverizer		
15	Air compressor	Air compressor		
16	Air pipeline	Air pipeline		
17	Band sealer	Band sealer		
18	Vehicle	Vehicle	Within 3 months from date agreement	00
19	Transfoermer 100 kva	Transfoermer 100 kva	Within 3 months from date agreement	1.44
20	Generator DG set 80 kva	Generator DG set 80 kva	Within 3 months from date agreement	3.30
	TOTAL	TOTAL		233.32
21	5% operative Expenditure	5% operative Expenditure		11.67
	TOTAL(A,B,C,D)	TOTAL(A,B,C,D)		244.99


 District Implementation Unit (SMART)
 A Project Director, ATMA, A'Nagar



Compose



Inbox

3,509

Final Grant Agreement

Inbox x

Aug 30, 2023, 12:38 PM

More

Labels



PCMU SMART <pcmu.smart@gmail.com>
to MAVIM, me, piu, Livelihoods, piuvstf, ACCOUNTS

Please find attached revised grant agreements and corresponding instructions.

Following are 3 types of agreements attached herewith:

1. Loan case with Bank of Maharashtra
2. Loan case with other banks
3. No loan case

Please review the grant agreements and instructions thoroughly before signing it.

If you have any questions or need further clarification, please contact us.

Project Coordination & Management Unit
Hon. Balasaheb Thackeray Agribusiness and
Rural Transformation (SMART) Project
Sheti Mahamandal Bhavan, 270, Bhamburda,
Senapati Baat Maru. Pune 411 016

Instructions to Parties Regarding the Grant Agreement

We appreciate your commitment and collaboration in the SMART Project and the associated grant agreement. To ensure clarity and compliance, we would like to provide you with the following instructions:

1. The Grant Agreement shall be executed on stamp paper of Rs.500 and it should be signed on every page of grant agreement by all the parties to agreement.
2. The CBO shall pass a board resolution to appoint an authorized representative who will sign the grant agreement on behalf of the CBO.
3. Please thoroughly review the entire grant agreement, including any annexures, addendums, and terms and conditions. It's essential to have a comprehensive understanding of the commitments and obligations outlined in the agreement.
4. The grant agreement includes annexures or addendums that require your input, please complete them accurately and comprehensively. Ensure that all required information is provided, and any necessary signatures are obtained.



महाराष्ट्र शासन
मा. बाळासाहेब ठाकरे कृषी व्यवसाय व ग्रामीण परिवर्तन (स्मार्ट) प्रकल्प
(जागतिक बँक सहाय्यित उपक्रम)

जा.क्र स्मार्ट/मं.प्र.अ/सीबीओ/अनु.वित्त/११६९/२०२२

दि. १०/१२/२०२२
२८/१२/२२

प्रति,

मा. विभागप्रमुख, पीआययू,
पशुसंवर्धन, एमएसआरएलएम, माविम, कृषि, व्हीएसटीएफ, एमसीडीसी

विषय :- राज्यस्तरीय उपप्रकल्प मंजूरी समितीने मंजूरी दिलेल्या समुदाय आधारित
संस्थांना करावयाच्या अनुदान वितरणाबाबत.

संदर्भ :- १) स्मार्ट प्रकल्प अंमलबजावणी आराखडा (PIP)
२) स्मार्ट वित्तीय व्यवस्थापन पुस्तिका (FMM)

उपरोक्त विषयान्वये कळविण्यात येते की, मा. बाळासाहेब ठाकरे कृषि व्यवसाय व ग्रामीण परिवर्तन (स्मार्ट) प्रकल्पांतर्गत संदर्भीय क्र.१ अन्वये राज्यस्तरीय उपप्रकल्प मंजूरी समिती (SPAC) मध्ये समुदाय आधारित संस्थांच्या उपप्रकल्पांना मंजूरी देण्यात येते. मंजूरी देण्यात आलेल्या समुदाय आधारित संस्थांना संदर्भ क्र. २ अन्वये प्रकल्प अंमलबजावणी यंत्रणेकडून (PIU) PFMS द्वारे अनुदान वितरित करण्यात येते. परंतु प्रकल्पाच्या सुरवातीस प्रकल्प अंमलबजावणी यंत्रणेकडे प्रकल्पासाठीचे मनुष्यबळ उपलब्ध नव्हते. त्यामुळे मंजूर केलेल्या पथदर्शी उपप्रकल्पांना प्रकल्प समन्वय व सनियंत्रण कक्षाकडून (PCMU) अनुदान प्रस्तावाची छाननी करून पीआययूस अनुदान उपलब्ध करून देण्यात येत होते. सद्यस्थितीत पीआययू कडे प्रकल्पासाठीचे मनुष्यबळ उपलब्ध झालेले आहे. तरी यापुढे प्रकल्प अंमलबजावणी कक्षस्तरावर (PIU) सीबीओच्या अनुदान मागणीच्या प्रस्तावाची छाननी करून PCMU कडे सीबीओनिहाय अनुदानाची मागणी करावी.

१) स्मार्ट प्रकल्पातील उपप्रकल्पासाठी अनुदानाचे टप्पे निधी वितरण व्यवस्था

१.१) उत्पादक भागिदारी उपप्रकल्प, बाजार संपर्कवाढ उपप्रकल्प व धान्य गोदाम आधारित उपप्रकल्प-४ टप्पे :

अ. क्र.	हप्त्यांची संख्या	स्मार्ट प्रकल्पाकडून मिळणाऱ्या एकूण प्रकल्प अनुदानापैकी, प्रत्येक हप्त्यामधील टक्केवारी	प्रकल्प अनुदानाचे स्वरूप
१.	पहिला हप्ता	५० टक्के	अग्रीम
२.	दुसरा हप्ता	३० टक्के	अग्रीम
३.	तिसरा हप्ता	१० टक्के	अग्रीम
४.	चौथा व अंतिम हप्ता	१० टक्के	प्रतिपूर्ती

१.२) नाविन्यपूर्ण भागिदारी उपप्रकल्प या उपप्रकल्पासाठी, स्मार्ट प्रकल्प अनुदानाची टक्केवारी -

या उपप्रकल्पाच्या एकूण किंमतीमध्ये स्मार्ट प्रकल्पाकडून ६०% मर्यादेत किंवा रक्कम रुपये ५० लाख यापैकी जे कमी असेल ते अनुदान मिळेल. नाविन्यपूर्ण भागिदारी उपप्रकल्प या उपप्रकल्पासाठी प्रकल्प अनुदानाचे टप्पे -

अ. क्र.	हप्त्यांची संख्या	स्मार्ट प्रकल्पाकडून मिळणाऱ्या एकूण प्रकल्प अनुदानापैकी, प्रत्येक हप्त्यामधील टक्केवारी	प्रकल्प अनुदानाचे स्वरूप
१.	पहिला हप्ता	५० टक्के	अग्रिम
२.	दुसरा हप्ता	५० टक्के	प्रतिपूर्ती

२) सीबीओंना प्रथम अनुदान हप्त्याचे वितरण करताना PIU स्तरावर खालीलप्रमाणे कागदपत्रांची पूर्तता करून घ्यावी.

- २.१) उपप्रकल्पास State Project Approval Committee चे मंजूरी आदेश
- २.२) सीबीओची विहित नमुन्यात अनुदान मागणी.
- २.३) जिल्हास्तरीय प्रकल्प अंमलबजावणी कक्षाची (DIU) अनुदान मागणी शिफारस. (केवळ PIU Agri करिता)
- २.४) विभागस्तरीय प्रकल्प अंमलबजावणी कक्षाची (RIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
- २.५) अनुदान करारनामा (Grant Agreement) - प्रकल्प अंमलबजावणी कक्ष, लाभार्थी संस्था व लाभार्थ्यांच्या बँक यांच्यामध्ये त्रिपक्षीय करार
- २.६) सीबीओ कर्ज घेणार असल्यास - बँकेचे कर्ज मंजूरीचे पत्र तसेच प्रकल्पाकरिता स्वतंत्र बँक खाते उघडून त्यामध्ये स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक आणि सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
- २.७) सीबीओ कर्ज घेणार नसल्यास - प्रकल्पाकरिता स्वतंत्र बँक खाते उघडून त्यामध्ये स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक तसेच सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
- २.८) टॅली प्रमाणपत्र (नमूना-४) - प्रकल्पासाठी लेखांकन करण्यासाठी Tally किंवा तत्सम प्रणालीची खरेदी व लेखांकन करण्यासाठी Tally साक्षांकित लेखापालाची नियुक्ती.
- २.९) सीबीओचे मंजूर बांधकाम/ शेडची क्षमता योग्य असल्याचे RIU चे पत्र.
- २.१०) सीबीओस मंजूर गोदाम बांधकाम / शेड बांधकामास सक्षम प्राधिकृत अधिकार्याचा परवाना / मंजूरी पत्र (ग्रामपंचायत, नगरविकास, नगरपालिका इ.)

उपरोक्त प्रमाणे आवश्यक असलेल्या सर्व कागदपत्रांची पूर्तता करून सीबीओस प्रथम अनुदान हप्त्याचे वितरण करावे.

- ४.४) पहिल्या हप्त्यापोटी (प्रकल्प अनुदान हिरसा व लाभार्थी हिरसा) एकुण जमा झालेल्या रकमेपैकी १००% रक्कम व दुसऱ्या हप्त्यापोटी (प्रकल्प अनुदान हिरसा व लाभार्थी हिरसा) एकुण जमा रकमेच्या ७०% रक्कम खर्ची पडल्यानंतर तिसरा टप्पा वितरीत करणे.
- ४.५) झालेल्या खर्चाचे सनदी लेखापालाचे उपयोगिता प्रमाणपत्र (CA certified Expenditure Certificate).
- ४.६) सनदी लेखापाल यांनी प्रमाणित केलेले, आतापर्यंत झालेल्या खर्चाची बिले.
- ४.७) सीबीओ कर्ज घेणार असल्यास - बँकेचे कर्ज मंजूरीचे पत्र तसेच तृतीय स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक आणि सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
- ४.८) सीबीओ कर्ज घेणार नसल्यास - तृतीय स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक तसेच सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
- ४.९) संबंधित जिल्हा अंमलबजावणी कक्ष / प्रकल्प अंमलबजावणी कक्ष येथील लेखापाल / उपलब्धतेनुसार अधिकारी/कर्मचारी यांनी सादर केलेला व संबंधित कार्यालय प्रमुखाने स्वाक्षरी केलेला तपासणी अहवाल. (सोबत नमुना - क्र.१)
- ४.१०) तांत्रिक शाखेने केलेली मोका तपासणी अहवाल व स्थळाच्या ठिकाणी काढलेल्या फोटो (geo-tagged)
- ४.११) कर कपाती (IT TDS, GST TDS, Labour cess, Labour Insurance, Royalty) व इतर कपाती करून त्या शासन तिजोरीत जमा केल्याबाबतचे कागदपत्र (चलन) जोडणे आवश्यक.
- ४.१२) लाभार्थी सीबीओ स्तरावर होणाऱ्या बांधकामा संदर्भात, R.A. बिलाच्या अनुषंगाने, सोबत सहपत्रित Annexure १ ते ९ नुसार आवश्यक कागदपत्रे.

वरील प्रमाणे आवश्यक असलेल्या सर्व कागदपत्रांची पूर्तता करून सीबीओस तृतीय अनुदान हप्त्याचे वितरण करावे.

५) सीबीओंना चौथ्या व अंतिम अनुदान हप्त्याचे वितरण करताना PIU स्तरावर खालीलप्रमाणे कागदपत्रांची पूर्तता करून घ्यावी.

- ५.१) सीबीओची विहित नमुन्यात अनुदान मागणी.
- ५.२) जिल्हास्तरीय प्रकल्प अंमलबजावणी कक्षाची (DIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
- ५.३) विभागस्तरीय प्रकल्प अंमलबजावणी कक्षाची (RIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
- ५.४) प्रकल्पाने नियुक्त केलेल्या सनदी लेखापाल यांचेकडून - लेखापरिक्षण अहवाल व चौथ्या हप्त्याशी निगडीत, झालेल्या खर्चाची प्रमाणित केलेली बिले.
- ५.५) तांत्रिक शाखेने केलेली मोका तपासणी अहवाल व स्थळाच्या ठिकाणी काढलेल्या फोटो (geo-tagged)

चौथ्या व अंतिम हप्त्याचे निधी वितरण संदर्भात, समुदाय आधारित संस्थेने त्या हप्त्याशी निगडीत पूर्ण रक्कम आधी खर्च करावयाची आहे व झालेल्या खर्चाची प्रतिपूर्ती प्रकल्पाकडून करावयाची आहे.



- ३) सीबीओंना द्वितीय अनुदान हप्त्याचे वितरण करताना PIU स्तरावर खालीलप्रमाणे कागदपत्रांची पूर्तता करून घ्यावी.
- ३.१) सीबीओची विहित नमुन्यात अनुदान मागणी.
 - ३.२) जिल्हास्तरीय प्रकल्प अंमलबजावणी कक्षाची (DIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
 - ३.३) विभागस्तरीय प्रकल्प अंमलबजावणी कक्षाची (RIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
 - ३.४) पहिल्या हप्त्यापोटी एकुण जमा झालेल्या रकमेपैकी ७०% रक्कम खर्ची पडल्यानंतर दुसरा टप्पा वितरीत करणे.
 - ३.५) झालेल्या खर्चाचे सनदी लेखापालाचे उपयोगिता प्रमाणपत्र (CA certified Expenditure Certificate).
 - ३.६) सनदी लेखापाल यांनी प्रमाणित केलेले, आतापर्यंत झालेल्या खर्चाची बिले.
 - ३.७) सीबीओ कर्ज घेणार असल्यास - बँकेचे कर्ज मंजूरीचे पत्र तसेच द्वितीय स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक आणि सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
 - ३.८) सीबीओ कर्ज घेणार नसल्यास - द्वितीय स्वहिस्सा बँकेत जमा केल्याचे बँकेचे व्यवस्थापक तसेच सीबीओचे संचालक यांच्या शिक्का व स्वाक्षरीसह अद्यावत बँक स्टेटमेंट.
 - ३.९) संबंधित जिल्हा अंमलबजावणी कक्ष / प्रकल्प अंमलबजावणी कक्ष येथील लेखापाल / उपलब्धतेनुसार अधिकारी/कर्मचारी यांनी सादर केलेला व संबंधित कार्यालय प्रमुखाने स्वाक्षरी केलेला तपासणी अहवाल. (सोबत नमुना - क्र.१)
 - ३.१०) तांत्रिक शाखेने केलेली मोका तपासणी अहवाल व स्थळाच्या ठिकाणी काढलेल्या फोटो (geo-tagged)
 - ३.११) कर कपाती (IT TDS, GST TDS, Labour cess, Labour Insurance, Royalty) व इतर कपाती करून त्या शासन तिजोरीत जमा केल्याबाबतचे कागदपत्र (चलन) जोडणे आवश्यक.
 - ३.१२) लाभार्थी सीबीओ स्तरावर होणाऱ्या बांधकामा संदर्भात, R.A. बिलाच्या अनुषंगाने, सोबत सहपत्रित Annexure १ ते ९ नुसार आवश्यक कागदपत्रे.

वरील प्रमाणे आवश्यक असलेल्या सर्व कागदपत्रांची पूर्तता करून सीबीओस द्वितीय अनुदान हप्त्याचे वितरण करावे.

४) सीबीओंना तृतीय अनुदान हप्त्याचे वितरण करताना PIU स्तरावर खालीलप्रमाणे कागदपत्रांची पूर्तता करून घ्यावी.

- ४.१) सीबीओची विहित नमुन्यात अनुदान मागणी.
- ४.२) जिल्हास्तरीय प्रकल्प अंमलबजावणी कक्षाची (DIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)
- ४.३) विभागस्तरीय प्रकल्प अंमलबजावणी कक्षाची (RIU) अनुदान मागणी शिफारस. (केवळ PIU-Agri करिता)

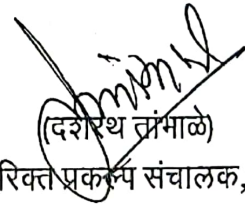


वर नमुद केलेली निधी वितरण व्यवस्था ही उत्पादक भागिदारी उपप्रकल्प (Productive Partnership Proposal - PP), बाजार संपर्कवाढ उपप्रकल्प (Market Access Plan - MAP) व धान्य गोदाम आधारित उपप्रकल्प (Collateral Management Plan - CMP) यांना लागू असेल.

तथापि, बाजार संपर्कवाढ उपप्रकल्प (Market Access Plan - MAP) प्रकाराच्या उपप्रकल्पांना, बाजार संशोधन (Market research) अपेक्षित आहे. सदर बाबीसाठी प्रकल्पामध्ये रक्कम रु. १० लाखाच्या मर्यादेत अनुदान उपलब्ध होऊ शकते. बाजार संशोधनासाठी देण्यात आलेल्या अनुदानातून पुढील बाबींवर खर्च अनुज्ञेय असेल - प्रवास खर्च, सर्वेक्षण, बाजार अभ्यासासाठी नियुक्त सल्लागाराची फी इत्यादी. सदरचा निधी प्रकल्पाकडून लाभार्थी संस्थेस दोन टप्प्यात उपलब्ध होईल. निधी उपलब्ध होण्यासाठीची कार्यपध्दती खालीलप्रमाणे असेल-

- अ) प्रकल्पास प्राथमिक मान्यता मिळाल्यानंतर, लाभार्थी संस्था, बाजार संशोधन करावयास व त्या अनुषंगाने प्रकल्पाकडून अनुदान प्राप्त करून घेण्यास, पात्र असेल.
- आ) लाभार्थी संस्थेने प्रकल्पास बाजार संशोधनासाठीचे अंदाजपत्रक सादर करावयाचे आहे.
- इ) बाजार संशोधनासाठी प्रकल्प निधी प्रकल्पाकडून दोन टप्प्यात उपलब्ध होईल. त्यापैकी प्रथम टप्प्याचे, ५०% अनुदान, हे अग्रिम स्वरूपात असेल व उर्वरित ५०% अनुदान, हे प्रतिपूर्तीच्या स्वरूपात असेल.
- ई) उपरोक्त प्रतिपूर्ती उपप्रकल्पांना देण्याकरिता प्रकल्प अंमलबजावणी कक्षांनी खालील पूर्व अटी व त्या अनुषंगिक कागदपत्रांची तपासणी करणे आवश्यक -
 - i. पूर्वी सादर केलेले अंदाजपत्रक
 - ii. झालेल्या खर्चाचे उपयोगिता प्रमाणपत्र.
 - iii. झालेल्या खर्चाची देयके.
 - iv. Study report (if any)
 - v. Geo-tagged photographs
 - vi. दौऱ्याशी संदर्भात इतर कागदपत्रे (तिकिट, बोर्डिंग पास इ.)

याबाबतच्या सर्व नस्तीचे लेखापरीक्षण हे प्रकल्पाच्या अंतर्गत व बाह्य लेखापरीक्षकाकडून करण्यात येणार आहे. तसेच संपादनाचे लेखापरीक्षण हे जागतिक बँके कडून करण्यात येते. त्यामुळे सीबीओएस अनुदान वितरीत करत असताना प्रकल्पाच्या सर्व अटी व शर्तीचे पालन करून तसेच संपादन व्यवस्थापन पुस्तिका, संपादन मार्गदर्शक सूचना व वित्तीय व्यवस्थापन पुस्तिका याचा अवलंब करून कार्यवाही करण्यात यावी, ही विनंती.


(दशरथ तामळे)

अतिरिक्त प्रकल्प संचालक, स्मार्ट

प्रत :- नोडल अधिकारी, पीआययु - कृषि, पशुसंवर्धन, एमएसआरएलएम, भाविम, एमसीडीसी,
VSTF यांना माहिती व कार्यवाहीसाठी.