



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्यम

एक परिवार एक बैंक

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

Account Details					
Account No	60428225003	Account Open Date	20/10/2022	Nomination Flag	Y
Account Type	Cur-Gen-Pub-Ind-Rural-SU-INR			Mode of Operation	AS PER MANDATE
Total Balance	20,49,370.73	Available Balance	20,49,370.73	Primary GSTIN	NA
Account Holder Names	SHIVTEJ POULTRY FARMERS PRODUCER COMPANY LIMITED				

Customer Details					
Name	SHIVTEJ POULTRY FARMERS PRODUCER COMPANY LIMITED (SMART)		CIF Number	40254497184	
Mobile	xxxxxxxxx20	Email	NA		
KYC Complied	Y	KYC Expiry Date	16/10/2024	CKYC ID	Not Available
Primary ID Type	CERT.OF INCORPORATION COMPANY	Date of Birth	xxxxxxxxx21	Statement Date	17/10/2023
Address	C/O NAVNATH SHRIRANG LAKHE LAKHANGAON, TQ KALLAM, DIST OSMANABAD, OSMANABAD - 00413526, Maharashtra				

Home Branch Details					
Branch No	00742	Branch Name	PARGAON	IFSC	MAHB0000742
Phone No	275523	Email Id	bom742@mahabank.co.in	GSTIN	27AACCB0774B1Z4
Address	GRAM PANCHAYAT BLDG, AT-POST PARGAON TAL BHOOM, PARGAON - 413526, MAHARASHTRA				

A. Statement for Account No 60428225003 from 20/10/2022 to 31/03/2023

Sr No	Date	Particulars	Cheque/Reference No	Debit	Credit	Balance	Channel
1	05/11/2022	Timeout(RB):230848764298:04-NOV-22-13676831		-	1.00	1.00	Recon
2	07/11/2022	UPI 231146058048Payment from PhonePe	231146058048	-	10,000.00	10,001.00	UPI
3	07/11/2022	FRM Mr. SACHIN NAVNATH LAKHE Mr SACHIN NAVNATH LAKHE	167232	-	5,50,000.00	5,60,001.00	
4	07/11/2022	MIN BAL CHGS		175.00	-	5,59,826.00	
5	07/11/2022	GST		31.50	-	5,59,794.50	
6	09/11/2022	FRM Mrs. SWATI SACHIN LAKHE SHIVTEJ POULTRY FARMERS PRODUCER CO	285796	-	7,50,000.00	13,09,794.50	
7	11/11/2022	ISSUE OF CHQ BO		250.00	-	13,09,544.50	
8	11/11/2022	GST		45.00	-	13,09,499.50	
9	14/11/2022	FRM Mr. SACHIN NAVNATH LAKHE SHIVTEJ POULTRY FARMERS PRODUCER COMPANY LIMITED	522448	-	5,00,000.00	18,09,499.50	
10	17/11/2022	ISSUE OF CHQ BO		250.00	-	18,09,249.50	
11	17/11/2022	GST		45.00	-	18,09,204.50	
12	23/12/2022	ACH 3750025-C122238 C122238722146		-	27,00,000.00	45,09,204.50	
13	07/01/2023	MONTHLY SMS CHA		25.00	-	45,09,179.50	
14	07/01/2023	GST		4.50	-	45,09,175.00	
15	15/02/2023	TO Mr. SACHIN NAVNATH LAKHE Mr. SACHIN NAVNATH LAKHE	10827	10,960.00	-	44,98,215.00	
16	18/03/2023	TO SHIVTEJ POULTRY FARMERS PRODUCER COMPANY SHIVTEJ POULTRY FARMERS PROD	10826	95,400.00	-	44,02,815.00	
17	27/03/2023	OPENVIEW TECHNOLOGIES P	10828	1,11,968.00	-	42,90,847.00	

B. Summary for Account No 60428225003 from 20/10/2022 to 31/03/2023

Total Transaction Count	17	Opening Balance	0.00
Total Debit Count	11	Total Debit Amount	2,19,154.00
Total Credit Count	6	Total Credit Amount	45,10,001.00
		Closing Balance	42,90,847.00

* END OF STATEMENT

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



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra

भारत सरकार का उद्योग

एक परिवार एक बैंक

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

All India Toll Free Number :	1800-233-4526 / 1800-102-2636	Website :	www.bankofmaharashtra.in
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<https://twitter.com/mahabank>
<https://wa.me/+917066036640>
<https://www.linkedin.com/company/mahabank>
<https://in.pinterest.com/mahabank/>



<https://www.facebook.com/mahabank>
<https://www.youtube.com/channel/UCevaMPXN3n3aHZqbB4sdVA>
<https://www.instagram.com/mahabank/>

002



Address

Through its Authorised Signatory

Mr. Sachin Navnath Lakhe

Age : 38 yrs Occu.: Graduate

R/o : At Post Lakhangaon Taluka WAashi District Dharashiv (Osamnabad) Pin 413526

PAN : ADPPL1682F

ADHAR NO.: 9212 4512 6755

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 20.09.2022.

Annual Compliance with ROC:

- a) 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:



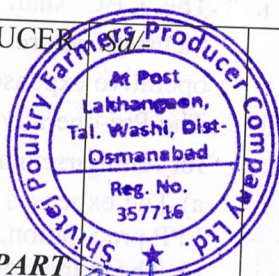

- i. Pre-operative expenses may continue to be incurred after the official sanctioning of the proposal.
- ii. Pre-operative expenses incurred after the sanctioning of the proposal may be eligible for proportional reimbursement from the grant funds lying in the SMART dedicated current account, subject 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**.

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 e-pay slip system from the SMART project's MIS. The format of E-pay slip is attached herewith **Annexure D**

The E-pay slip will be generated by CBO from its login to SMART website. In this e-pay 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 e-pay 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.

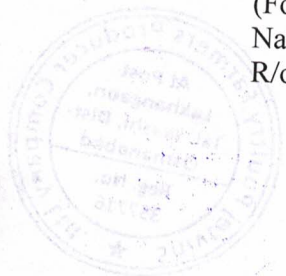
<p>M/s SHIVTEJ POULTRY FARMER PRODUCER COMPANY PAN : ABFCS7738A Through its Chairman/Secretary Mr. Sachin Navnath Lakhe</p>		
<p>PARTY OF THE SECOND PART</p>		

Witness 1:

(For Party of Second Part)

Name: Shriam Pandurang Aghaw

R/o: [Signature]

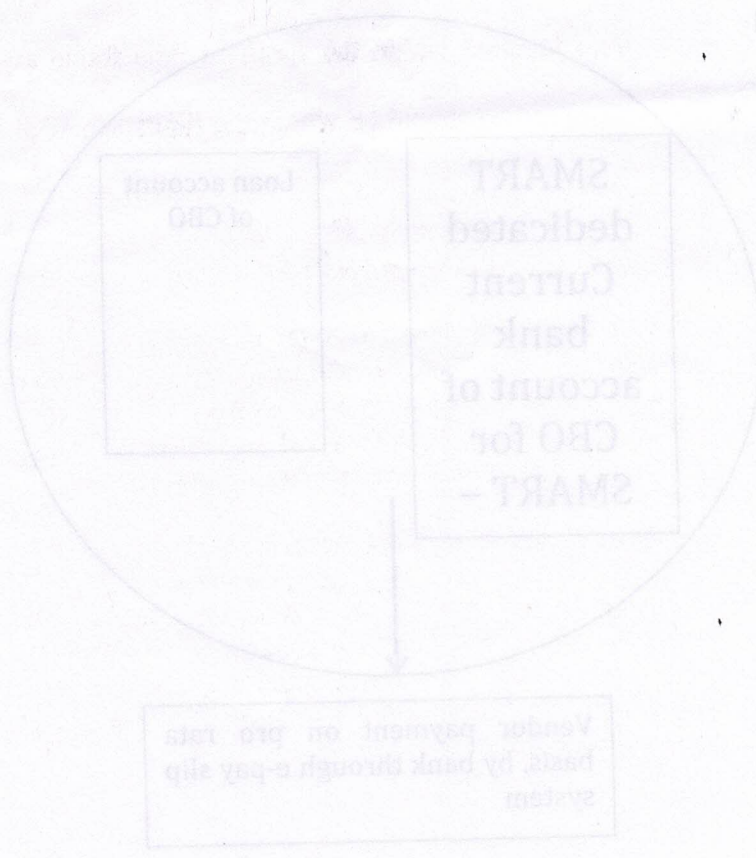


Witness 2:

(For Party of Second Part)

Name: Washu S. Dhore

Washu



ANNEXURE A

List of CBO's Sister Concerns/ Directors

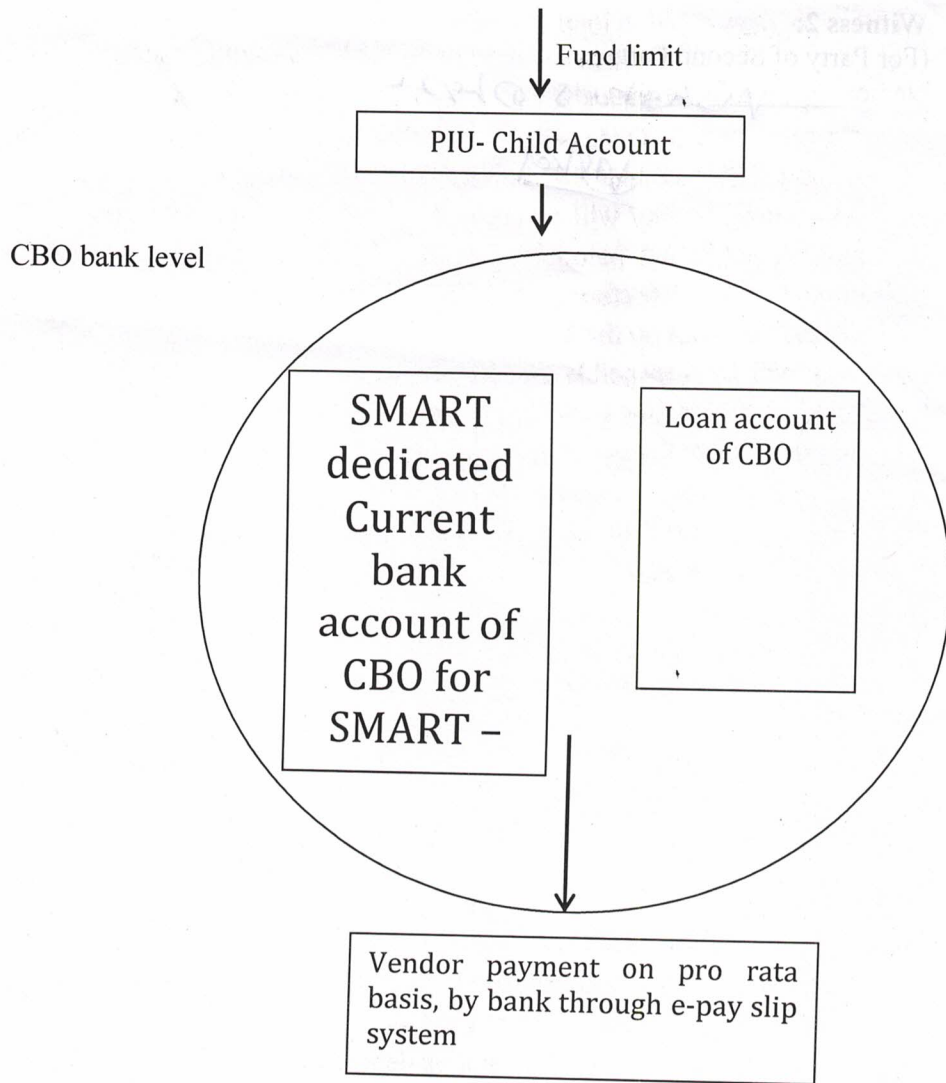
Sr.No.	Name and Address	PAN
1		
2		
3		
4		
5		

ANNEXURE C

Detailed fund flow mechanism

PCMU-Parent Account





Concept (CBOs availing loan):

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 giving loan. 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. No loan EMI or NPA dues or any other bank dues will be recovered from the grant amount lying in the CBO's current account opened for SMART project purposes.
3. Project grants will be as per the grant agreement in the form of tranches. But to explain the concept of loan case and for simplicity purpose, in this example tranches have not been considered.
 - i. To explain the concept, let us consider, sub-project proposal-Rs.100/-out of which Rs.60/- may be Project grants,out of which Rs.40/- may be the CBO own contribution share
 - a) out of which Rs.10/- is considered in this example as the margin money to be raised by the CBO and
 - b)out of which Rs.30/- is considered in this example as the bank loan to be taken by the CBO.
 - ii. Initially on satisfaction of the conditions laid down in FMM, Project grants of Rs.60/- will be released and deposited in CBO's SMART dedicated current account.
 - iii. CBO bank approves loan of Rs.30/-.
 - iv. Margin money of Rs.10/- will be deposited by CBO in SMART dedicated current account.
 - v. Vendor payment will be done by bank on pro-rata basis i.e. of Rs.70/- from SMART dedicated current account + loan account i.e. of Rs.30/-.
 - vi. No interest will be charged by bank on loan limited to the extent of Project grants lying interest free with the bank i.e. to the extent of Rs.60/-.
 - vii. In the above example, vendor payment will be incurred from CBO's SMART dedicated current account/Loan Account in the ratio of 70:30. However, while accounting for this expenditure at the CBO level, the expenditure will be booked in the ratio of 60:30:10 i.e. Project grants : availed bank loan : margin money respectively.
 - viii. 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



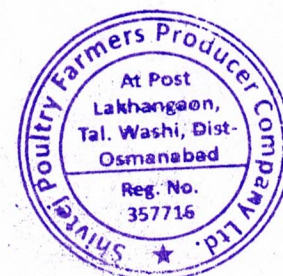
account. If the bank balance is less than Rs.12/- then the differential balance amount will be returned by the CBO to the Project. This clause has been inserted in the tripartite grant agreement.

- ix. 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.
- x. 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.
- xi. 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.
- xii. The fourth tranche will not be deposited in CBO SMART dedicated current account. Since, the fourth tranche is on re-imbursement 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.
- xiii. 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.

ANNEXURE A

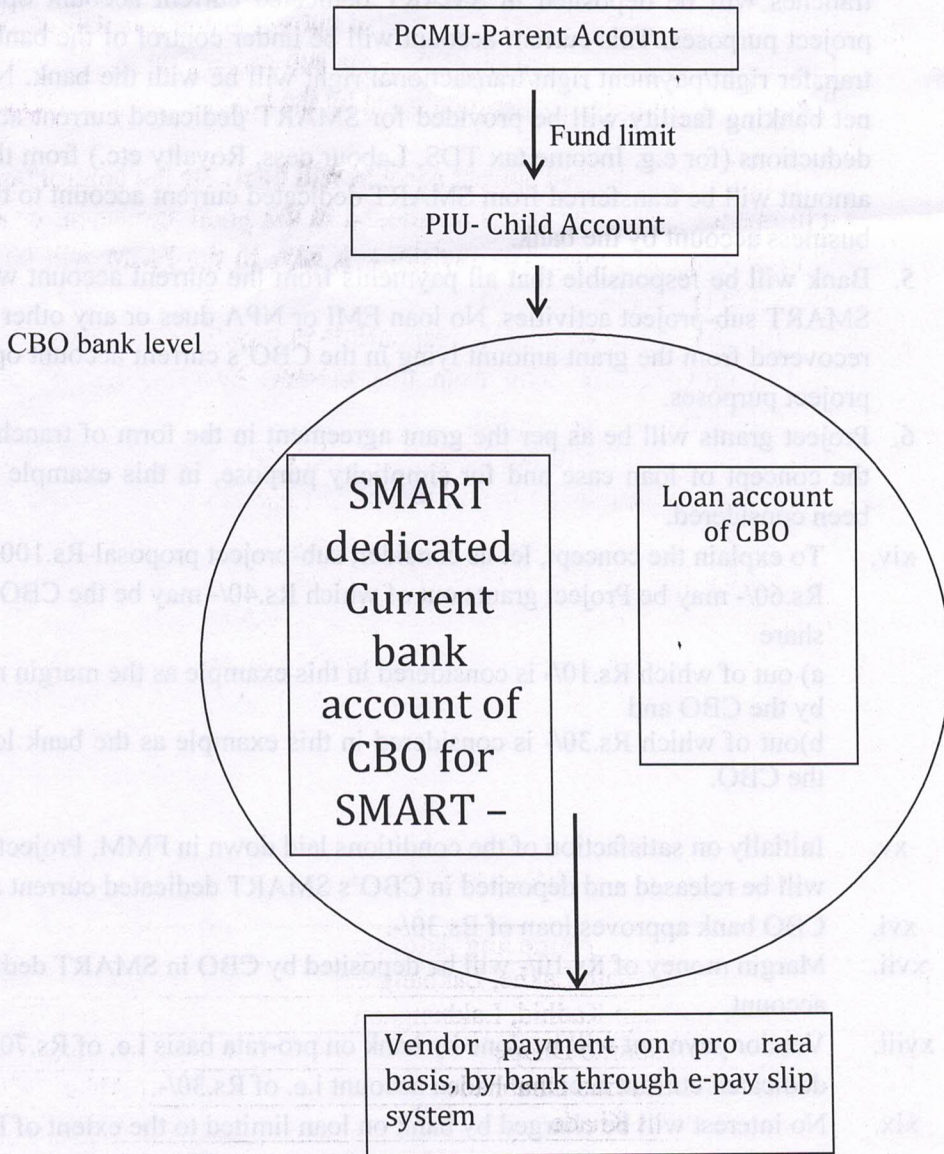
List of CBO's Sister Concerns/ Directors

Sr.No.	Name and Address	PAN
1	Sachin Nanvnath Lakhe, Lakhangaon	ADPPL1682F
2	Sandip Sudam Kadhid, Lakhangaon	FUHPK9543J
3	Sardev Bhaburao Dhape	ANNPD1428R
4	Amol Bhaskrarao Dhabhade	ANDPD6984E
5	Anjali Ulhas Khade	AXKPL3379G



ANNEXURE C

Detailed fund flow mechanism



Concept (CBOs availing loan):

4. 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 giving loan. 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.
5. Bank will be responsible that all payments from the current account will be only for the SMART sub-project activities. No loan EMI or NPA dues or any other bank dues will be recovered from the grant amount lying in the CBO's current account opened for SMART project purposes.
6. Project grants will be as per the grant agreement in the form of tranches. But to explain the concept of loan case and for simplicity purpose, in this example tranches have not been considered.
- xiv. To explain the concept, let us consider, sub-project proposal-Rs.100/-out of which Rs.60/- may be Project grants,out of which Rs.40/- may be the CBO own contribution share
 - a) out of which Rs.10/- is considered in this example as the margin money to be raised by the CBO and
 - b)out of which Rs.30/- is considered in this example as the bank loan to be taken by the CBO.
- xv. Initially on satisfaction of the conditions laid down in FMM, Project grants of Rs.60/- will be released and deposited in CBO's SMART dedicated current account.
- xvi. CBO bank approves loan of Rs.30/-.
- xvii. Margin money of Rs.10/- will be deposited by CBO in SMART dedicated current account.
- xviii. Vendor payment will be done by bank on pro-rata basis i.e. of Rs.70/- from SMART dedicated current account + loan account i.e. of Rs.30/-.
- xix. No interest will be charged by bank on loan limited to the extent of Project grants lying interest free with the bank i.e. to the extent of Rs.60/-.
- xx. In the above example, vendor payment will be incurred from CBO's SMART dedicated current account/Loan Account in the ratio of 70:30. However, while accounting for this expenditure at the CBO level, the expenditure will be booked in the ratio of 60:30:10 i.e. Project grants : availed bank loan : margin money respectively.
- xxi. 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.

- xxii. 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.
- xxiii. 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.
- xxiv. 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.
- xxv. The fourth tranche will not be deposited in CBO SMART dedicated current account. Since, the fourth tranche is on re-imbursement 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.
- xxvi. 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.



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	
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 94I/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

CBO Authorised Signatory 2



The Head/Nodal Officer/Authorized Signatory
Project Implementation Unit (PIU),
District Deputy Commissioner Animal, Husbandry Office,
Osmanabad-413501

(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 Shivtej Poultry Farmer Producer Company
PAN : ABFCS7738A
Through its Authorised Signatory
Mr. Sachin Navnath Lakhe
Age : 38 Yr. Occu.: Graduate
R/o : At/Post- Lakhangaon, Tal- Washi, Dist- Osmanabad
Pin-413526
PAN : ADPPL1682F
ADHAR NO.: 921245126755

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 20/09/2022

PARTY OF THE SECOND PART.

AND

Maharashtra Bank
(Project Selected Bank)
(Constituted under the
Banking Companies (Acquisition and
Transfer of Undertakings) Act 1970,
having its Head Office at

_____ and its Branch office at –


Charman
Shivtej Poultry Farmer Pro. Co.


Director
Shivtej Poultry Farmer Pro. Co.

(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 upto 60%) to the target beneficiaries of the project i.e. Community Based Organizations (CBOs), which includes Farmer Producer Organizations (FPO), Primary Agriculture Cooperative Societies (PACS), Cluster Level Federations (CLFs) and Community Managed Resource Centers (CMRCs).

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

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)


Chairman

Director
Shivtej Poultry Farmer Pro. Co.

Sr No.	CBO's Subproject Components	Cost Total	SMART Grant	CBO Equity
	A) Core Investments in Subproject			
1	Building and Construction Land	47.58	28.55	19.04
2	Poultry Breeder Unit and Growing Unit	28.25	16.95	11.30
3	Transport & Vehical	10.18	6.11	4.07
	Sub-Total (A)	86.01	51.61	34.41
	B) Operative / Preliminary Expenses			
1	4% Operative	4.30	2.58	1.72
	Sub-Total (B)	4.30	2.58	1.72
	Total (A+B)	90.31	54.19	36.13

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.54.19 (Fifty Four Lakh Nineteen 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.
- 2) The fund flow to beneficiary CBO will be in 4 tranches by respective PIU as follows:-

Sr. No.	Particulars	Percentage of the Project grants	Amount of project grants (Rs. in lacs)	Remarks
1.	First Tranch	50%	27.09	Projects grants in the form of advance, subject to 50% of total beneficiary contribution deposited by CBO.


Chairman

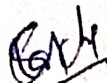
Director
Shivtej Poultry Farmer Pro. Co.

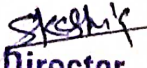
2.	Second Tranche	30%	16.26	Projects grants in the form of advance, subject to- a) 70% of the first tranche has been expended. b) 30% of total beneficiary contribution deposited by CBO.
3.	Third Tranche	10%	5.42	Projects grants in the form of advance, subject to- a) 100% of the first tranche and 70% of second tranche has been expended. b) 10% of total beneficiary contribution deposited by CBO.
4.	Fourth Tranche	10%	5.42	Reimbursement (after execution of entire sub-project)
	Total	100%	54.19	

- 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.


Chairman
 Shivtej Poultry Farmer Pro. Co.


Director

- 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) Authorized Signatory No.1 Lakhe
(Sachin Navanath Lakhe, DIR)
- b) Authorized Signatory No.2 Kashid
(Sandip Sudam Kashid, DIR)

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

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

- a) A separate current account will be opened by the CBO which will be jointly operated by DIU/PIU Project authorities.
- b) The authorized signatories of CBO & PIU/DIU (Project authorities) are as follows:-

- i. Authorised Signatory No.1 Lakhe
CBO representative _____
(Sachin Navanath Lakhe, DIR)
- ii. Authorised Signatory No.2 Dr. Sunil Pasrade
Project representative _____
(Dr.Sunil Pasrade, District Dy. Commissioner of Animal Husbandry, Osmanabad)
Dist. Deputy Commissioner of Animal Husbandry Osmanabad

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.

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Shivtej Poultry Farmer Pro. Co.

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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.
- 14) The CBO will give full access to the Project as well as to any monitoring consultants hired by the project, for the equipment, services and goods acquired under the sub-project, at all reasonable times, at the premises or the sites at which the sub-project is being carried out, to inspect the progress of the Sub-Project.
- 15) The CBO will ensure the implementation of the Sub-project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Agreement.
- 16) CBO is responsible and liable for all acts or omissions in the performance of the Sub Project. It will indemnify the Project for any loss or damage that the Project suffers (as quantified and intimated by the Project) as a consequence of their acts or omissions.
- 17) Moreover, the CBO shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, COM, Social and Environmental Safeguards.
- 18) In cases where the Grant has been spent on ineligible items i.e. not in accordance with the agreement and are identified by Project Authorities /Auditors/World Bank, the CBO will be liable to deposit such funds in the bank account opened specifically for Sub Project Purpose.
- 19) If the CBO's performance indicates that the Sub-project objectives are not likely to be achieved, are superseded, or may be achieved by another preferred route, the Grant Provider will give the CBO written instructions/ recommendations for improvement. The Recommendation for improvement should be addressed by the CBO 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 arose while implementing the project well in advance.
- 24) It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are followed. CBO will be held accountable for non-compliance with the relevant environmental and social 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.
- 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

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.
- 2) 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:	Sachin Navanath Lakhe	Dr.Sunil Pasrate,
Address:	At/ Post- Lakhangaon, Tal- Washi, Dist.- Osmanabad	District Dy. Commissioner of Animal Husbandry, Osmanabad
Phone /Fax /e-mail:	8830633820	02472-222648

I. 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.
- 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 non-fulfillment, the CBO shall transfer an amount of Grant not utilized towards meeting the objectives of Sub Project into the accounts indicated by the Project within five working days from the Project's notification.
 - 9) The CBO shall transfer into the accounts indicated by the Grant Provider any Grant amount with respect to which fraud and corruption has occurred, or with which an ineligible expenditure has been paid, within five days of receiving such notice from the Grant Provider.
 - 10) If this Agreement is terminated for any reason, the CBO will immediately cease to use Confidential Information and intellectual property of Project.
 - 11) In case of termination of this Agreement before completion of the Sub-project, due to default by buyer, the SMART shall pay the CBO only such amount (on pro-rata basis) that is the value of the Sub Project actually performed and of any materials and services ordered by the CBO in anticipation of full performance of the Sub Project. All remaining or uncommitted 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,

like disturbances, natural genetic variations of any living matter or by cause 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 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

<p>Project Implementation Unit (PIU), District Dy. Commissioner of Animal Husbandry, Osmanabad Through its Head/Nodal Officer/Authorized Signatory <i>Dr. Sunil Pavarate</i> PARTY OF THE FIRST PART</p>	<p>Sd/- <i>[Signature]</i></p>	
<p>M/s Shivtej Poultry Farmer Producer Company PAN : ABFC57738A Through its Chairman/Secretary Mr. Sachin Navanath Lakhe PARTY OF THE SECOND PART</p>	<p>Sd/- <i>[Signature]</i></p>	

[Signature]
Chairman
Shivtej Poultry Farmer Pro. Co.

[Signature]
Director

Bank'		
Through its branch manager	NA	NA
PARTY OF THE THIRD PART		

Witness 1:

(For Party of First Part)

Name: Dr. Sunil Pasarate

[Signature]

देवालय सरकार बोरी

व. बहायद

R/o : District Deputy Commissioner Animal, Husbandry Office,
Osmanabad-413501

जिल्हा पशुवैद्यकीय उपआयुक्त
उस्मानाबाद

Witness 2:

(For Party of Second Part)

Name: Sachin Navanath Lakhe

Amod B. Dabhade

[Signature]

Witness 3:

(For Party of Third Part)

Name: NA

ANNEXURE A

List of CBO's Sister Concerns/ Directors/ Officials

Sr.No.	Name and Address	PANo.
1.	Sachin Navanath Lakhe, Lakhangaon	ADPPL1682F
2.	Sandip Sudam Kashid, Lakhangaon	FUHPK9543J

ANNEXURE B

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

Sr.No.	Name of the task/ component	Sub-Activity of the component	Timeline	Budget in Rs.
1)	Construction of	constuction	6 month	47.58 lack

[Signature]
Chairman

[Signature]
Director

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	shed, room, grading centre etc.			
2)	Purchase of equipment	Purchase and Installation.	After construction 3 month	28.25 lack
3)	Transport vehicle	purchase	Within first 6-month	10.18 lack
	5% oprative	--	First 2 month	4.30 lack
	Total			90.31 lack

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Shivtej
Director

Shivtej Poultry Farmer Pro. Co.