



महाराष्ट्र MAHARASHTRA

2020

AX 410289



6 AUG 2020

उप कोषागार अधिकारी
वाळवा, इलाहापूर

Standard Form for Grant Agreement

This Agreement (hereinafter called "Agreement") is made on the 15 day of the month of Jan, 2021 between, on the one hand, Project Implementation Unit SMART PUNE of Hon. Balasaheb Thackeray Agribusiness Rural Transformation Project (hereinafter called PIU, SMART) and, on the other hand" Shree Mahaganapati Agro Producer Company Ltd, Sangli --(Name of beneficiary Community Based Organization-CBO)" (hereinafter called Grant Recipient).

ज्या प्रतिज्ञापत्रासाठी (अनुच्छेद ४)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे	२२/१२/२०
प्रतिज्ञापत्रासाठीचे क्रमांक	
मुद्रांक विक्री मुदत/विक्री दिनांक	२३/११/२० वगैरे
मुद्रांक विक्री मुदत/विक्री दिनांक	३५३९-२१/११/२०२०
मुद्रांक विक्री मुदत/विक्री दिनांक	
परवानाधारक मुद्रांक विक्रीचा क्रमांक व परवाना	राजेश वसंतराव पाटील, २४०९१०००, इस्लामपूर.
क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण	

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून हे अधिकृत वापरणे संभवकारक आहे.

I. Definitions:

In this Agreement, the definitions of key terms are the following:

Term	Definition
"Agreement"	This Agreement, including any and all annexes, and any addenda to it agreed by the Nodal Officer Project Implementation Unit (PIU), SMART.
"Business Day"	Any day of week on which India's banks are open for all business
"Completion Date"	The Completion Date of the Sub Project, as it is specified in the Agreement (The completion date of sub-project should not be later than the closing date for the SMART Project.)
"Confidential Information"	Any information relating to the Sub Project, the existence and contents of this Agreement and any information that arises in relation to this Agreement or the Sub Project
"State Level Project Approval Committee" (SPAC)	The Committee will be chaired by the Project Director and the Ho Ds of all the PIUs will be members of the said Committee. SPAC will give approval and allocate subproject to one PIU for implementation.
"Amount"	The total amount or amounts of the sub-project, including the Beneficiary's contribution as specified in the Agreement
"Grant"	The money paid to the Grant Recipients under the Grant Agreement relating to the Sub-project

“Payment Schedule”	The Grant tranches set out in the Grant Installment Payment Schedule
“Objectives”	The objectives relating to the sub-project as set out in the sub-project Proposals
“Personnel”	Employees and agents and any other professional, technical, and support services hired by the Project Director to perform the Project
Sub-project	Sub- project entitled - Productive Partnership to produce and supply export quality Baby Corn, Chilies and Okra (Insert title of the sub-project) as mentioned in Article 1 of the Agreement.
“Reporting Date”	The dates, as they are set out in the Agreement, when the grant recipient must send to the concerned PIU, DIU the Progress Reports having the content and the form as provided by PCMU
“Services”	The services that the concerned PIU and/or the Beneficiary have agreed to undertake as detailed in the Project Agreement
“Implementing Team”	The Agribusiness Value Chain Expert (AVCE), Subproject Manager and specified Personnel in the Project
“Activity Schedule”	The tasks and outputs referred in the Sub Project brief
"Grant Recipient"	The beneficiary CBO, submitting the proposal for funding
"Subproject Manager	The natural person nominated by SMART Project at regional level with JDA (Agri.)to co-ordinate among DIUs, RIU, PIUs, PCMU and also work with Buyers, CBOs and Regional Technical Support Group (RTSG)
“Regional Technical Support Group (RTSG)”	Regional Technical Support Group (RTSG) is a service provider appointed by SMART project to assist CBOs, Buyers to prepare Project Concept Note (PCN), Full Project Proposal (FPP) and assist in the implementation of the sub-project.
"Partners”	The partners are CBOs, Buyers, Research institutions, Legal and natural persons that assume obligations in the Sub Project’s implementation.
PIP	Project Implementation Plan, SMART

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PRODUCERS COMPANY LIMITED

(Signature)
DIRECTOR

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DIRECTOR

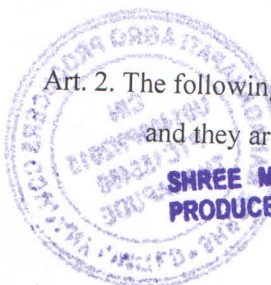


Manual	Community Operational Manual, Procurement Manual (PM), Financial Manual, Social and Environmental Safeguards documents prepared under SMART Project, including the Environmental and Social Management Framework (ESMF) (which includes the Resettlement Policy Framework, Indigenous Peoples Planning Framework and Pest Management Plan), and any environmental and social management plans, resettlement action plans, indigenous peoples plans and any other plans that may be required and prepared in accordance with the ESMF.
Anti-Corruption Guidelines	World Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016

Sub-project title: **Productive Partnership to produce and supply export quality Baby Corn, Chillies and Okra**

Art. 1. The Full Project Proposal submitted to the PCMU to be considered for funding, approved by the “State Level Project Approval Committee” (SPAC) of SMART and subsequently negotiated and agreed by and between the PIU and the Grant Recipient shall be hereinafter known as “the Sub-Project”.

Art. 2. The following entities that are bound by this Agreement are hereinafter referred to as “the Parties” and they are:



SHREE MAHAGANAPATI AGRO PRODUCERS COMPANY LIMITED

[Signature]
DIRECTOR

SHREE MAHAGANAPATI AGRO PRODUCE COMPANY LIMITED

[Signature]
DIRECTOR



Parties:-

Grant Provider	Grant Recipient CBO
Head, Project Implementation Unit – (Agri) Director ATMA Commissionerate of Agriculture, Pune	Chairman Shree Mahaganapati Agro Producer Company Limited

Art. 3. 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.

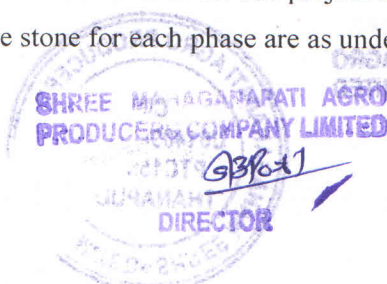
II. Duration of the Sub-project:

Art. 4. The Sub-project financed through this Agreement shall be implemented during the period mentioned below. Under special circumstances, when Parties commonly agree, duration could be prolonged or shortened, in writing, through an addendum to this Agreement. Notwithstanding contained anything elsewhere in this agreement "SMART reserves the right to terminate the Grant Agreement with immediate effect if the sub project is not started within 6 Months or not received the 1st installment within 12 months after signing the agreement or within the agreed delays and SMART 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 article, the grant recipient will not be able to make any claim against PIU or Nodal Agency or any officer and staff of SMART project in respect to this agreement.

Agreement Commencement Date: (day/month/year) 15 th Jan , 2021	Agreement Completion Date: (day/month/year) 31 th Dec, 2023
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III. Sub-project Amount

Cost break down of the sub project showing who will finance what, its implementation phases and agreed mile stone for each phase are as under



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Art. 5. The total Amount of the sub-project is INR **393.562 Lakh.** and the breakdown of contributions is listed below:

Sr.No.	Sub-project Components	Cost (Rs. Lakh)	SMART Grant (Rs. Lakh)	CBO Equity (Rs. Lakh)
A	Core investment in Sub-project			
1	Mechanization custom hiring center a)Mulching paper spreader machine – 1 b)Drip injector machine – 5 c)Planting machine hand operated – 6 d)HTP Pump sprayer – 4 Drone sprayer -1	7.56	4.54	3.02
2	Storage pack house 2117 sqft@ 1181/sqft	25.01	15.006	10.004
3	Global GAP Certification for 908 Farmers @ Rs. 3500/- farmer * if provided Project grant will be omitted	31.78	19.068	00.00
4	MRL Sampling – 300 Sample@10000/- Sample	00.00	00.00	0.00
5	Cold Storage 10 Mt. & precooling 3 Mt.	18.90	11.34	07.56
6	Grading table 8	01.88	1.128	0.752
7	Cretes – 600	02.12	1.272	0.848
8	Transport vehicle 2.5 Tons Capacity	12.22	7.332	4.888
9	Lab room material	02.40	1.44	0.96
	Sub total	101.87	61.126	28.032
A1	Pre-Operative/ Preliminary Exp.	5.09	3.054	2.036
	Total Cost A	106.96	64.18	30.068
B	Complementary Investment by Buyer			
1	Remuneration of technical experts	10.80	0.00	0.00
2	Cost of pesticides & spraying charges	233.09	0.00	0.00
3	Global GAP Certification 40% Cost	12.712	0.00	0.00
4	MRL Sampling – 100 % Cost	30.00	0.00	0.00
	Total cost B	286.602	0.00	0.00
	Total A+B	393.562	64.18	30.068

*This grant will be released to concern technical department (Agri./AHD)



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[Signature]
DIRECTOR

[Signature]
DIRECTOR



IV. Implementation arrangements

- Art. 6. The Grant provided under this Agreement shall be used only in respect of the Sub Project Objectives as per the conditions stipulated in FPP and as per terms laid down in the Project Implementation Plan, Community Operations Manual and Financial Management Manual, Social & Environment safeguard of SMART.
- Art. 7. After signing the Grant Agreement, the Grant Recipient should open an account, at Bank or Financial Institution for the Sub-project, with terms and conditions mentioned in the PIP & Financial Management Manual. The account information shall be communicated immediately to the DIU, RIU, PIU & PCMU SMART.
- Art. 8. The Grant Recipient is asked to ensure that the Grant will not be subject to confiscation, compensation, allotment or seizure.
- Art. 9. All Accounts and Ledgers for the financial operations within the Sub Project, as well as all related documents, will be properly maintained. All payments above Rs.5000/- (Rupees Five thousand only) have to be mandatorily done through RTGS/NEFT/cross cheque (electronic mean). The sub-project proposal related payments are to be recorded in PFMS system. The Grant recipient will be guided by DIU for operation of PFMS system. When ever required by the World Bank or PIU, the Grant Recipient shall have and make available financial records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor (in agreement with SMART)
- Art. 10. The Grant Recipient will be exclusively liable for the proper use of the Grant in accordance with the Agreement, including the PIP. In case the Grant is, totally or partially, improperly used and declared ineligible, the Grant Recipient will be responsible for immediate replenishment of the Grant accounts with the respective Amount.
- Art. 11. Grant Recipient shall implement the Sub-Project in accordance with the terms of the PIP, CoM, FM Manual, Procurement Manual, Social & Environmental safeguards, and Anti-Corruption Guidelines.

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[Signature]
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Art. 12. 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.

Art. 13. The Grant Recipient shall preserve and use the equipment and the goods acquired within the Sub Project with the diligence of a good owner, and shall refrain from any action having as object and/or affect the damage, the value decrease and/or the making of any pledge or guarantee over the equipment's or goods. All or any equipment's and goods procured as part of subproject for which grants are received by the Recipient and having its purchase value more than Rs.50000/- (Fifty thousand) shall be pledged till the sub-project completion date.

Art. 14. Grant Recipient will be exclusively liable & bond to follow all conditions & provisions mentioned in the project sanction order No. जा.क्र./कृ.आ./आत्मा/स्मार्ट२१९/२०२० कृषि आयुक्तालय महाराष्ट्र राज्य पुणे. दि.०८/०५/२०२०. मंजूर उत्पादकता भागीदारी उपप्रकाल्पातील बदलास मान्यता प्रदान करणेबाबतचा आदेश. जा.क्र./कृ.आ./आत्मा/स्मार्ट५६५/२०२०कृषि आयुक्तालय महाराष्ट्र राज्य पुणे. दि.२१/१०/२०२०. सुधारित प्रत जा.क्र./कृ.आ./आत्मा/स्मार्ट२०/२०२० कृषि आयुक्तालय महाराष्ट्र राज्य पुणे. दि.११/०१/२०२१.

V. Rights and Responsibilities

Art. 15. In carrying-out/performing the Sub-Project, the Grant Recipient will: Exercise the degree of skill, care, and diligence reasonably expected by the State Project Approval Committee and PIU SMART in similar circumstances, and in accordance with the agreed Schedule, unless this Agreement is terminated earlier as provided for in this Agreement. Comply with all provisions of all statutes, regulations and rules of government, local or public authority and any professional codes of conduct or practice that may be applicable to the Sub Project. Observe the PCMU /PIU/RIU/ DIU directives in relation to the Sub Project. Be reasonably available for consultation with the PCMU / PIU /RIU/ DIU SMART during the term of this Agreement on the conduct and progress of the Sub Project.

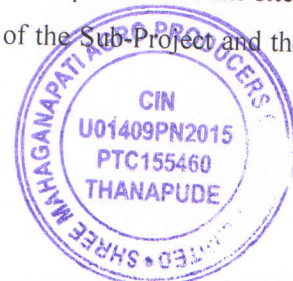
Art. 16. The Grant Recipient will give access to the PCMU/PIU/RIU/DIU SMART, as well as to any monitoring consultants hired by the project, at all reasonable times, to the premises or the sites at which the sub-project is being carried out to inspect the progress of the Sub-Project and the

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equipment's, services and goods acquired, subject to the following conditions. The PCMU / PIU / RIU / DIU SMART shall have to provide reasonable prior notice to the Grant Recipient before such inspection and/or monitoring. The PCMU / PIU / RIU / DIU SMART will comply the rules of the sub project while entering into its premises. The SMART / World Bank shall have the right to (i) carry out supervision and monitor the implementation of the Grant, including all related social and environmental safeguard obligations; (ii) receive all such information that they shall reasonably request in relation to the Grant; and (iii) conduct random and/or unannounced physical or documentary inspections for the monitoring of, and in relation to, the carrying out of the Sub-Project.

Art. 17. The Grant Recipient 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.

Art. 18. Grant Recipient is responsible and liable for all acts or omissions in the performance of the Sub Project. S/he will indemnify the PCMU / PIU / RIU / DIU SMART for any loss or damage that the SMART suffer as a consequence of their acts or omissions. Moreover, the grant recipient shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, CoM, Social and Environmental Safeguards, Anti-Corruption Guidelines and the concluded Agreement and all other legal provisions regarding the Grant. In cases where the Grant has been spent on ineligible items i.e. not in accordance with the agreement, the Grant Recipient will be liable for the re-imburement of the funds thus spent.

Art. 19. The availability of the specified persons and service providers to implement the grant assisted sub-project is an essential term of this Agreement. The Grant Recipient will not change any of the persons specified in the Schedule without prior written consent of the Nodal Officer PIU.

Art. 20. The Grant Recipient is assuring that all the plant, machinery implement etc purchased for the project & assests created by implementing project will be insured from time to time

Art. 21. If the Grant Recipient'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 PIU will give the Grant Recipient written instructions recommendations for improvement. The Recommendation

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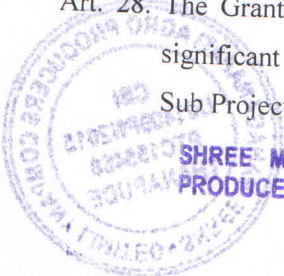
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[Signature]
DIRECTOR

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CIN U01409PN2015 PTC155460 THANAPUDE

for improvement should be addressed by the Grant Recipient in maximum thirty (30) calendar days. In case of disagreement between the grant recipient and the PIU, this should be discussed and agreed upon; if the disagreement could not be solved, such dispute shall be resolved by complying with SMART Grievances Redressed Mechanism as per PIP.

- Art. 22. Before signing of the Agreement the Grant Recipient will have clearly defined an Activity Schedule, budget and time frame for completion of tasks. Evidence of completion of these activities and verification of their satisfactory completion will be provided by the DIU/ Regional team up on certification by the assigned specialists of the Technical Assistance Team of the SMART.
- Art 23. If delays in the activity a payment schedule are likely and cannot be avoided the Grant Recipient may request an extension. This request may be considered by SMART and a no cost extension with justification may be provided.
- Art 24. The Payment Schedule will be as defined in the FMM which given in section XII. The detailed proposed Payment Schedule will be agreed to in the Grant Agreement. Please see Section XII.
- Art. 25. The SMART may terminate this Agreement by giving 30 days' notice in writing to the Grant Recipient, if the Grant Recipient becomes unable to provide the required services and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.
- Art. 26. The Grant Recipient will ensure that all service providers eventually hired for project implementation respect the conflict of interest rules as per Community Operation Manual.
- Art. 27. The Grant Recipient will provide the SMART with all relevant data and interpretations made in relation to the Sub project. Such data may include survey information, ground investigations and other data, calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions. Requests for these data will be made timely and reasonably.
- Art. 28. The Grant Recipient will promptly notify the SMART respective DIU, RIU and PIU of any significant difficulties encountered or foreseen by the Sub-project Manager in carrying out the Sub Project activities.



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Art. 29. The SPAC and the PCMU/PIU/RIU/DIU will regularly review the progress for the purposes of running the entire sub-project efficiently and conforming to the budget.

Art. 30. The Agribusiness Value Chain Expert & Subproject Manager will maintain full and accurate records of performance of the Subproject and will provide reports to the PIU & SMART which includes Activity Schedule, outlining the progress of the Sub-project and highlighting activities undertaken, difficulties encountered, and achievements made.

Art. 31. 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 respected. Grant Recipient will be held accountable for non-compliance with the relevant environmental and social safeguards applicable to this sub-project; and therefore the Grant Recipient is required to implement all mitigation measures identified and coasted in the FPP and negotiations, including those on waste water management, if applicable.

Art. 32. The Grant Recipient 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 by concerned PIU & PCMU

VI. Conflict of interests

Art. 33. As indicated in the Project Implementation Plan, the Board of Director or Authorized Representative and concerned official shall sign a legal declaration that they will not receive themselves or pay to their own firms from the sub project account. The legal declaration shall be part of the Agreement.

Art. 34. Grant Recipient shall have, at least a Manager and an accountant on fulltime/part time basis

VII. Addresses for communication purposes

Art. 35. Any communication between the parties is effective only if it is in writing, by fax or e-mail, using the contact details mentioned below:

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CIN U01409PN2015
PTC155460
THANAPUDE

DIRECTOR

DIRECTOR

DIRECTOR

Contact Details		
	Authorized Representative of Grant Recipient (legally responsible person)	Authorized Representative of Grant Provider (Nodal officer of concerned PIU*) *If the signatory of this agreement get retired/transferred ensuing officiating officer will be responsible for legal compliances
Name:	Sambhaji Bhagwan Patil Subhash Rangrao Patil	Shri K.S.MULAY Head, PIU-Agriculture & Director ATMA Commissionerate of Agriculture.
Address:	Thanapude, Tal Walwa Sangli Pin 415412	Krishi Bhavan , Shivajinagar Pune-5
E mail:	Shrimahaganapatiagro@gmail.com	diratmams@gmail.com
Phone /Fax /e-mail:	9403780147 / 9673625798	9404952900 020/25536009

VIII. Effectiveness, Termination

Art. 36. This Agreement becomes effective on the day of signing by concerned PIU SMART and respective grant recipient.

Art. 37. This Agreement will terminate upon completion of the Sub Project in accordance with the Activity Schedule mentioned in Art 4 above unless terminated earlier, or when the SMART officially notifies about termination or cancellation of the Sub Project.

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

- The Grant Recipient becomes unable to provide the required services and no substitute arrangements satisfactory to the SMART can be made to continue satisfactory implementation of the Sub project.

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- b) 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 specified in this Agreement) of being notified of the breach by the other.
- c) The Grant Recipient commits an act of bankruptcy (or become insolvent);
- d) The World Bank declares the Grant Recipient ineligible under the Anti-Corruption Guidelines;
- e) One of the parties commits an act of serious misconduct which, in the reasonable opinion of the other, may bring either the SPAC and/or the SMART into dispute; or
- f) The Grant Recipient could cancel the contract if the financing is delayed for over six (6) months.

Art. 38. In case of cancellation of the Agreement as a consequence of on-fulfillment, the Grant Recipient shall transfer an amount of Grant not utilized towards meeting the objectives of Sub Project into the accounts indicated by the SMART within five working days from the SMART's notification. The Grant Recipient shall transfer into the accounts indicated by the PIU 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 PIU.

Art. 39. If this Agreement is terminated for any reason, the Grant Recipient will immediately cease to use Confidential Information and intellectual property.

Art. 40. In case of termination of this Agreement before completion of the Sub-project, due to default by a third party, other than the Partners, the SMART shall pay the Grant Recipient only such Amount that is the value of the Sub Project actually performed and of any materials and services ordered by the Grant Recipient 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 Grant Recipient to the account indicated by the SMART.

Art. 41. In case the Grant Recipient 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.

IX. Dispute resolution

Art. 42. If any dispute arises between the Grant Recipient and the SMART in relation to this Agreement, the parties will negotiate promptly in good faith in order to amicably resolve the dispute. If the parties are unable to reach an understanding the dispute will be resolved by

The block contains two handwritten signatures in blue ink. Below each signature is a rectangular stamp with the text "SHREE MAHAGANAPATI AGRO PRODUCERS COMPANY LIMITED" and "DIRECTOR". To the left and right of these are circular stamps with the same company name and the following details: "CIN U01409PN2015 PTC155460 THANAPUDE".

complying the SMART's Grievances Redressed Mechanism as per PIP and as per the applicable Country Laws shall govern this Agreement.

Art. 43. Any failure by SMART to enforce any of the provisions of this Agreement shall not constitute a waiver of any rights to future enforcement.

X. Force Majeure

Art. 44. Neither the Grant Recipient 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 Grant Recipient or the SMART.

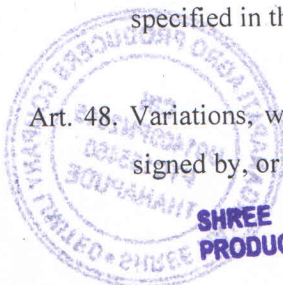
XI. Final dispositions

Art. 45. The SMART have engaged the Grant Recipient to perform the sub project as an independent contractor on a non-exclusive basis. SMART PCMU / PIU / RIU / DIU will not be associates of the Grant Recipient.

Art. 46. This Agreement constitutes the sole and entire Agreement between the Grant Recipient and the SMART. A commitment letter signed by all of the applicants of joint proposal clearly defining their roles in the implementation of integrated value chain functions among them will be a part of agreement. Other than this 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.

Art. 47. 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.

Art. 48. Variations, waivers, and modifications of this Agreement shall only be valid if in writing and signed by, or on behalf of the Grant Recipient, and SMART.



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DIRECTOR

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- Art. 49. The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends.
- Art 50. In case this agreement is more than two parties than by some reason, if a particular Grant Recipient of a joint proposal can no longer continue the implementation of his/her sub project as per the signed agreement and if the other partner(s) of the same joint proposal come up with alternative scheme by bringing in the other eligible partner doing the same business and acceptable to the SMART, then the other partner(s) can continue their implementation. In such case the old partner will not be eligible to receive any grant or financial assistance from the SMART. The legal action shall be taken against the defaulter
- Art. 51. If the sub project not completed on time as per its indicated objective and time line except in situation of force majeure the grant amount which is not utilized towards meeting the objectives will be recovered from Grant Recipient (GR) as per the prevailing rules and practices of Government of India/Government of Maharashtra. The Grant Recipient further agrees to continue the sub project for at least three years after the grant closing date.
- Art. 52 A If any savings towards proposal occur, then the proportionate project grants should be transferred back to the respective Project Implementing Unit Account
- Art. 53. Grant Recipient do here by 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
1. Grant Recipient is duly registered at the concerned government office
 2. Grant Recipient except farmer groups has obtained Permanent Account Number (PAN) from Income Tax department.
 3. Grant Recipient has not received any grant for same project from any source of Government of India/ Government of Maharashtra
- Art 54. Agreement translated version in Marathi will be available however in case of any controversy provision made in English will prevail



SHREE MAHAGANAPATI AGRO
PRODUCERS COMPANY LIMITED
DIRECTOR



Schedule of activates completion and commencement of project

Sr.No.	Name of activity	Expected Month of commencement	Expected Month of completion
1.	Mechanization custom hiring centre	Jan-2021	March-2021
2.	Civil work for Storage pack house 50 %	Jan-2021	March-2021
3.	Cold Storage 10 Mt. & precooling 3 Mt. 50 %	Feb-2021	March-2021
4.	Grading table 8	Feb-2021	March-2021
5.	Cretes – 600	Feb-2021	March-2021
6.	Transport vehicle 2.5 Tons Capacity	Feb-2021	March-2021
7.	Lab room material	Apr-2021	Jun-2021
8.	Civil work for Storage pack house 50 %	Apr-2021	Jun-2021
9.	Cold Storage 10 Mt. & precooling 3 Mt. 50 %	Apr-2021	Jun-2021
10.	Global GAP Certification for 908 Farmers @ Rs. 3500/- farmer * if provided Project grant will be omitted	Apr-2021	Dec- 2023

XII Proposed Payment Schedule

Payment/ Tranche (Phase)	Total cost	Grant Receiptant's Contribution	SMART's grant	Milestone and reports
First	5.09	2.036	3.054	Pre-Operative/ Preliminary Exp.
	7.56	3.02	4.54	Mechanization custom hiring centre
	12.5	5	7.5	Civil work for Storage pack house 50 %
	9.45	3.78	5.67	Cold Storage 10 Mt. & precooling 3 Mt. 50 %
	01.88	0.752	1.128	Grading table 8
	02.12	0.848	1.272	Cretes – 600
	12.22	4.888	7.332	Transport vehicle 2.5 Tons Capacity
Total	50.82	20.324	30.496	
Second	12.51	5.004	7.506	Civil work for Storage pack house 50 %
	9.45	3.78	5.67	Cold Storage 10 Mt. & precooling 3 Mt. 50 %
	02.40	0.96	1.44	Lab room material
Total	24.36	9.744	14.616	
Third	31.78	0.00	19.068	Global GAP Certification for 908 Farmers @ Rs. 3500/- farmer * if provided Project grant will be omitted
Total	106.96	30.068	64.18	



SHREE MAHAGANAPATI AGRO PRODUCERS COMPANY LIMITED
 SHREE MAHAGANAPATI AGRO PRODUCERS COMPANY LIMITED
 DIRECTOR



This agreement was executed today 15th Jan 2021 in three originals, one for each of the parties mentioned below.

From the side of the State of Maharashtra's Agribusiness Rural Transformation (SMART), Project.



Nodal Officer Head PIU Agri & Director
ATMA Commissionerate of Agriculture.
Head SMART
PIU-(Agri.) & Director ATMA,
Commissionerate of Agriculture, M.S. Pune

Authorized Representative of Grant Recipient

SHREE MAHAGANAPATI AGRO
PRODUCERS COMPANY LIMITED

SHREE MAHAGANAPATI AGRO
PRODUCERS COMPANY LIMITED

Shree Mahaganapati Agro Producer Company Limited

DIRECTOR

DIRECTOR

Witness 1. Basavraj Mastoli Project Director ATMA Sangli

प्रकल्प संचालक,
आत्मा, सांगली.

Witness 2. Prabhakar Patil Dy. Project Director ATMA Sangli

प्रकल्प उपसंचालक,
आत्मा, सांगली.

List of Appendices to the Grant Agreement

The following documentation is part of the Grant Agreement:

- Full Project Proposal (FPP)
- Payment Schedule and Milestones
- Legal declaration on conflict of interest
- Proof of financial co-funding/credit assurance letter from any bank or financial institution
- Agreement among the value chain partners (joint proposal applicants)
- Authorization letter for authorized representative of beneficiary CBO (Board resolution)
- Documents related CBO selection criteria as per PIP:-
 - Legal registration certificate.
 - Membership certificate.
 - Audited books of Accounts (audited by a Chartered Accountant).
 - Turnover certificate of CA
 - CBO's undertaking regarding not declared as Non-Performing Asset (NPA) by the Bank/Financial institution due to past loan default.
 - Minutes of at least 2 Annual General Meetings (AGMs) in case of MAP

PIU can add some points to this agreement during negotiations /agreement with grant recipients without altering its original meaning.

SHREE MAHAGANAPATI AGRO
PRODUCERS COMPANY LIMITED

DIRECTOR

SHREE MAHAGANAPATI AGRO
PRODUCERS COMPANY LIMITED

DIRECTOR

