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टॅम्प वेहर, खुलताबाद
390/003

Addendum to Tripartite Grant Agreement

Shri. J. S. Patil Agri Producer Co. Ltd.
A.P. Palaswadi Tq. Khulatabad Dist. Aurangabad

This Addendum to the Tripartite Grant Agreement ("Addendum") is made and entered into as of [Effective Date],

BETWEEN

Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness and Rural Transformation Project (SMART), a World Bank assisted project under the Government of Maharashtra Through

The Head/Nodal Officer/Authorized Signatory, District Implementation Unit (DIU), (On behalf of PIU, concerned DIU Head) District Implementation Unit, (SMART) Chhatrapati Sambhajinagar Having its office at Project Director ATMA, Jyoti Nagar, Darga Road, Chhatrapati Sambhajinagar (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.



Project Director (ATMA)
Chh. Sambhajinagar



(no loan case)

M/s Ghrushneshwar Shetkari Agro Producer Company Limited

PAN : AAGCG0498M

CIN (If FPC)

Address

Through its Authorised Signatory

Mr. Anil Dattu Harde

Age : 45 Occu.: Farmer / Business

R/o : At Palaswadi Tq. Khultabad, Dist. Chhatrapati Sambhajinagar

PAN : ABHPPH4251N

ADHAR NO.: 262074152279

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 _____

PARTY OF THE SECOND PART.

AND

'Bank Of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its registered office at at 1501, Lokmangal, Shivaji Nagar, Pune 411005 and its Branch Office at Ellora Tq. Khulatabad, Dist. Chhatrapati Sambhajinagar, hereinafter referred to as "Bank" which expression shall unless it be excluded by or repugnant to the terms of this Agreement, includes its Successors, Authorized Representatives and Assigns) on the Second Part'

PARTY OF THE THIRD PART.

WHEREAS, the Project, CBO, and Bank entered into a Tripartite Grant Agreement dated [Original Agreement Date] (the "Original Agreement"), under which the Project agreed to provide financial support to the CBO for the purpose of implementing the [Project Name] (the "Project") as detailed in the Original Agreement, and the Bank agreed to facilitate the disbursement of funds.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Project, CBO, and Bank hereby agree as follows:

Amendments and Additions:

1. (NOTE for point number 1:-Keep the point which is applicable in your case and delete the rest point)

Increase in sub-project cost:



Project Director (ATMA)
Chh. Sambhajinagar



(no loan case)

The additional amount of tranche will be released when the proportionate own contribution will be deposited. It should be equivalent to the approved percentage by the SPAC committee and terms laid down in the FMM.

Following are the details of original sub-project cost and amended sub-project cost:

(Rs. Lakh)

S.N	CBO's Subproject Components	Original Sub Project Cost			Revised Sub Project Cost		
		Cost Total	SMART Grant	CBO Equity	Cost Total	SMART Grant	CBO Equity
A)	Core Investments in Subproject						
1							
2							
3							
	Sub-Total (A)						
B)	Operative / Preliminary Expenses						
	Sub-Total (B)						
	Total (A+B)						

OR

Decrease in sub-project cost:

The differential amount of tranche will be adjusted from next tranches due. If the next tranche is not sufficient to adjust the recoverable amount, then the amount to be recovered will be deposited by CBO immediately in project directed bank account. The respective PIU will follow up and recover the amount from the CBO.



[Signature]
Project Director (ATMA)
Chh. Sambhalinagar



(no loan case)

Following are the details of original sub-project cost and amended sub-project cost:

(Rs. Lakh)

S.N	CBO's Subproject Components	Original Sub Project Cost			Revised Sub Project Cost		
		Cost Total	SMART Grant	CBO Equity	Cost Total	SMART Grant	CBO Equity
A)	Core Investments in Subproject						
1	Mosure Meters	0.10	0.06	0.04	0.10	0.06	0.04
2	Combine Harvester	25.00	15.00	10.00	25.00	15.00	10.00
3	Tractor + Implements	12.00	7.20	4.80	12.00	7.20	4.80
4	Dumping Vehicle / Rental Cost of Dumping Vehicle	20.00	12.00	8.00	-	-	-
5	Collection Cum Transit Storage	25.00	15.00	10.00	40.19	24.11	16.08
6	Drying Yard	5.00	3.00	2.00			
	Sub Total	87.10	52.26	34.84	77.29	46.37	30.92
8	Pre - Op / Preliminary Exp.	5.00	5.00	0.00	5.00	3.00	2.00
	Sub-Total (A)	92.10	57.26	34.84	82.29	49.37	32.92

- 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/using the cheque book or net banking facility, they will promptly intimate the bank to discontinue these facilities or the bank will be empowered to discontinue these facilities without delay. The mode of payment will be facilitated through the epay slip system from the SMART project's MIS. The format of Epay slip is attached herewith **Annexure I**
- The Epay slip will be generated by CBO from it's login to SMART website. In this epay slip all the required details will be provided and bank will verify the same with the bills and other documents. Bank will process vendor payment on the basis of epay slip and the documents submitted by the CBO. The statutory deductions will be transferred by bank to the CBO existing current account (not the SMART dedicated current account). It is the CBO's responsibility to deposit all the statutory deductions within due date.



[Signature]
Project Director (ATMA)
Chh. Sambhalinagar



4. Pre-Operative expenses:

Pre-Operative expenses spent before sanction of Proposal:

- i. The CBO shall provide a detailed breakdown of all pre-operative expenses incurred before the sanctioning of the proposal. The adjustment of pre-operative expenses shall be made in the fourth tranche of the grant disbursement.
- 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 by 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:

- 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, 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.

5. It is mandatory for every Community-Based Organization (CBO) to establish a robust Grievance Redressal Mechanism (GRM) in order to effectively address and resolve grievances raised by stakeholders. The CBO shall designate an individual as the "officer in default" in the event that the CBO fails to establish the GRM or is unable to resolve grievances within the stipulated period. The officer in default of CBO (CEO/Manager/BOD) shall be held accountable for the CBO's failure to meet these obligations.

6. 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 i.e. unspent 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.



Project Director (ATMA)
Chh. Sambhalnagar



(no loan case)

Case 1: If the CBO is unable to implement the project and do not utilize any amount from grant fund:

In this situation 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.

Case 2: If the CBO is partially implement the project and utilized some amount from grant fund:

In this situation Bank will be liable to refund amount mentioned in SMART project's letter back to the SMART Project within 15 working days from the date of receipt of project communication in this regard. In case the amount mentioned in project letter is more than the balance in CBO's current account (opened for SMART project) as on the date of communication to bank, then in such case the bank balance as on the date of communication shall be refunded back to the project. In such case Bank shall freeze the balance amount lying in the CBO's current account on the date of communication by the project. Failure to refund the mentioned amount within stipulated time by the Bank will attract 10% p.a. interest

7. 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.

8. Clause D of the original grant agreement shall be amended by replacing the wording in Point 3(ii) with the following:

Each payment at CBO level for the subproject activity will be done by joint signature of both CBO and DIU through cheque/RTGS/NEFT for payments above Rs.1.00 lakh.

In case of payments below the threshold of Rs.1.00 lakh, the joint signatories will be at the level of CBO itself.

9. Jurisdiction:



Project Director (ATMA)
Chh. Sambhajinagar



Subject to the provisions of Clause G hereof, the Courts at Pune shall have exclusive jurisdiction in all matters concerning this Agreement including any matter arising out of the arbitration proceedings or any award made therein.

10. Governing Law:

This Agreement shall be governed and interpreted in accordance with the laws of India

11. Amendments To the Agreement:

No amendment or modification of this Agreement shall be valid unless the same is made in writing by the Parties or their authorized representatives specifically stating the same to be an amendment of this Agreement. The modifications / changes shall be effective from the date on which they are made / executed unless otherwise agreed to.

Nothing above in this clause will be applicable in relation to fund flow changes made in Finance Management Manual. It will be effective as on the date decided by the Project.

12. Confidentiality:

During the tenure of the Agreement, all Parties (including all project partners), undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Project under this Agreement for any purpose other than purposes in accordance with this Agreement. It shall be the responsibility of the Parties to ensure maintenance of such confidentiality including on behalf of their employees, representatives and associates involved in the Project.

The Parties shall not have any obligation of confidentiality with respect to any information that:

- is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or
- is properly obtained by the CBO from a third party with a valid right to disclose such information and such third party is not under confidentiality obligation to the disclosing party; or
- as disclosed to any third party on a non-confidential basis prior to commencement of the Project; or
- is required by public authority, by law or decree.

13. Severability :

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein.




Project Director (ATMA)
Chh. Sambhalinagar



(no loan case)

IN WITNESS WHEREOF, the Project, CBO, and Bank, intending to be legally bound, have executed this Addendum as of the Effective Date.

Signatures:

Signed and agreed to by:

By: District Implementation Unit, Chhatrapati Sambhajinagar

Balasagar S. Taur 
Project Director (ATMA)
Chh. Sambhajinagar

Date: _____

By: Ghrushneshwar Shetkari Agro Producer Company Limited

Anil Dattu Harde 

Date: _____

By: Bank of Maharashtra


Jayanand Jagtap

Date: _____

10.06.2024




Project Director (ATMA)
Chh. Sambhajinagar



(no loan case)

Annexure I Epay slip format

BANK PAYMENT REQUISITION FORM

Bank Payment Requisition Form									
Name of the CBO			District						
E-slip Generation			Loan/ No Loan case						
Loan taken from									
Name of the Bank			Name of the branch						
Amount of loan taken			Current Account No.						
Loan account No.			Payment for						
Payment details(Optional) / Bill Details(Multi selection)									
Name of the vendor	GST number (optional)	Bill No.	Bill Date	Bill Amount			Nature of payment		
				Basic	IGST	CGST	SGST	Total	
Vendor name									
Relates to which component of sub-project proposal									
Tender Name		Tender Cost			Total Sub-Project Amount				
				Total cost	Amount spent till date	Balance amount as per the component			
Deductions									
Income Tax					TDS amount				
Sec 94J/94C	Sec								
(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



[Signature]
Project Director (ATMA)
Chh. Sambhalnagar

