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Ghrushneshwar Shetkari Agro Producer Co. Ltd. A.P. Palaswadi Tq, Khultabad, Dist. Aurangabad

President Secretary

AGREEMENT FOR CONSTRUCTION OF 250 MT CAP WH BLDG (COLLECTION CUM TRANSIT STORAGE) & DRYING YARD. A/P-PALASWADI. TAL- KHULTABAD. DIST- AURANGABAD. WORKS

This deed of agreement is made in the form of agreement on 29 day October month 2021; between the GHRUSHNESHWAR SHETKARI AGRO PRODUCER COMPANY LIMITED President of CBO, At- Palaswadi Tal.- Khultabad Dist. Aurangabad (Employer) or his authorized representative (hereinafter referred to as the first party) and G.S.R.CONSTRUCTION, GANESH KISANRAO CHAVAN (Name of the Contractor), S/O KISANRAO CHAVAN resident of 104, SECTOR F-1, N-4 CIDCO, AURANGABAD, MAHARASHTRA 431001. (hereinafter referred to as the second party), to execute Proposed Construction of CONSTRUCTION OF 250 MT CAP WH BLDG' (COLLECTION CUM TRANSIT STORAGE) & DRYING YARD. Work for CBO at At- Palaswadi Tal.- Khultabad Dist. Aurangabad (hereinafter referred to as works) on the following terms and conditions.

Handwritten signature /s G.S.R. Construction

Handwritten signature Ghrushneshwar Shetkari Agro Producer Co. Ltd. A.P. Palaswadi Tq, Khultabad Dist. Aurangabad

2. Cost of the Contract

The total cost of the works (hereinafter referred to as the "total cost") is Rs. 4032310.00 as reflected in Annexure - 1.

2.1 Payments to the second party for the construction work will be released by the first party in the following manner :-

First R.A. Bill	:	Should Not less than 10.00 Lakhs
Second R.A. Bill	:	Should Not less than 10.00 Lakhs
Third R.A. Bill	:	Should Not less than 10.00 Lakhs
Fourth and Final R.A. Bill	:	Should Not less than 10.30 Lakhs

2.2 Payments at each stage will be made by the first party :

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and
- (c) upon proper and justified utilization of at least 50 % of the previous installment and 100 % of any prior installment.

3. Notice by Contractor to Engineer

The second party, on the works reaching each stage of construction, issue a notice to the first party or the Engineer nominated by the first party (who is responsible for supervising the contractor, administering the contract, certifying the payments due to the contractor, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

4. Completion time

The works should be completed in 6 Months (months/weeks/days) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

[Handwritten signature]

G.S.R. Construction

[Handwritten signature]
Gyusheshwar Shetkari Agro Producer Co. Ltd.
 A.P. Palswadi Tq. Khultabad Dist. Aurangabad

- a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
6. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. * _____ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 2 % of the contract amount.

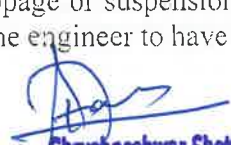
(Note : The amount of liquidated damages per day should be determined at 0.05 % of the contract value of the works and indicated here).

7. Duties and responsibilities of the first party

- 7.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 7.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 7.3 Possession of the site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 7.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.



M/s G.S.R. Construction


Ghrushneshwar Shetkari Agro Producer Co. Ltd.
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8. Duties and responsibilities of the second party

8.1 The second party shall :

- a) Take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) Employ suitable skilled persons to carry out the works ;
- c) Regularly supervise and monitor the progress of work ;
- d) Abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction ;
- e) Be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification ;
- f) Ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation ;
- g) Keep the first party informed about the progress of work ;
- h) Be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ; and
- i) Maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- f) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).


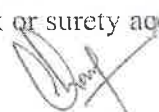
9. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

10. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid



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A.P. Palswadi Tq. Khultabad Dist. Aurangabad

until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

11. Termination

11.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

11.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) The Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) The Contractor does not maintain a security which is required;

11.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

11.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

12. Payment upon Termination

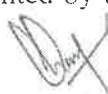
12.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

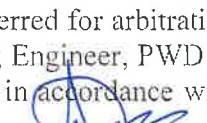
12.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

13. Dispute settlement

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Superintending Engineer, PWD to be appointed by the first party. The Arbitration will be conducted in accordance with

 M/s G.S.R. Construction

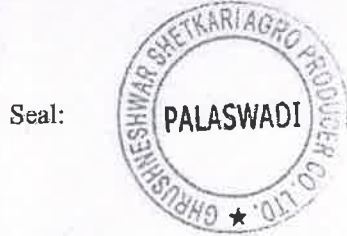

A.P. Palswadi Tq. Khultabad Dist. Aurangabad
A.P. Palswadi Tq. Khultabad Dist. Aurangabad

(8)

The Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

FOR THE 'FIRST PARTY'

Signed by.....
Title: Authorized Person, CBO
Date: 29 / 10 /2021
Place : Aurangabad



In the presence of the following witnesses:
Witnesses:

1. Balkrishna Asaram
Thegade
2. Sagar Suresh Layad



FOR THE 'SECOND PARTY'

M/s. G.S.R. CONSTRUCTION
Signed by.....
Title: Contractor
Date: 29 / 10/2021
Place : Aurangabad



In the presence of the following witnesses:

1. krushna Jaylal chavad
2. Sunil Tukshiram Rathod



Ghrushneshwar Shetkari Agro Producer Co. Ltd.
A.P. Palswadi Tq. Khultabad Dist. Aurangabad

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CIN -UO1400MH2015PTC266219



GHRUSHNESHWAR SHETKARI AGRO PRODUCER CO. LTD.

Email:-ghrushneshwarfpo.macp@gmail.com

Director
Anil D. Harde
9421408309

Director
Y. D. Jagtap
9421407171

A/P Palaswadi Tq.- Khultabad Dist - Aurangabad Pin-431102

Contract Agreement

THIS AGREEMENT made

The 16th day of February, 2023.

BETWEEN

- (1) GHRUSHNESHWAR SHETKARI AGRO PRODUCER COMPANY LIMITED a FARMER PRODUCER COMPANY of the Government of INDIA, or corporation incorporated under the laws of INDIA and having its principal place of business at PALASWADI TQ. KHULTABAD, DI. AURANGABAD MH 431102 (hereinafter called "the Purchaser"), of the one part, and
- (2) SHIVRAJ TRAILER, a corporation incorporated under the laws of INDIA and having its principal place of business at SAWANGI, TQ. AURANGABAD, DI. AURANGABAD MH 431008 (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited quotation for certain Goods and ancillary services, viz., SEED CUM FERTILIZER PLANTER MACHINE AND HYDROLIC DUMPING TROLLY and has accepted quotation /bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the RFQ document



Ghrushneshwar Shetkari Agro Producer Co. Ltd.
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- c) the Addenda Nos.
 - d) the Specification (Within 15 day, SEED CUM FERTILIZER PLANTER MACHINE, Tractor Mounted 09 Tyne Inclined Plate Multicrop Seed Cum Fertilizer Planter for 50 HP Tractor, Rigid Type Tyne AND HYDROLIC DUMPING TROLLY with 2 Wheel, 1 Brass, 5 ton hydraulic metal body single axel)
 - e) the completed Schedules (without GST-267857.14/-) (With GST-3,00,000/-)
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this request for bid document, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:

in the capacity of SECRETARY

In the presence of CEO



For and on behalf of the Supplier

Signed:

in the capacity of PROPRIETOR

in the presence of MANAGER

[Signature]
 Ghrushneshwar Shetkari Agro Producer Co. Ltd.
 A.P. Palaswadi Tq. Khultabad Dist. Aurangabad



CIN -UO1400MH2015PTC266219

GHRUSHNESHWAR SHETKARI AGRO PRODUCER CO. LTD.

Email:-ghrushneshwarfpo.macp@gmail.com

Director
Anil D. Harde
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Director
Y. D. Jagtap
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A/P Palaswadi Tq.- Khultabad Dist - Aurangabad Pin-431102

Contract Agreement

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The 16th day of February, 2023.


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- (1) GHRUSHNESHWAR SHETKARI AGRO PRODUCER COMPANY LIMITED a FARMER PRODUCER COMPANY of the Government of INDIA, or corporation incorporated under the laws of INDIA and having its principal place of business at PALASWADI TQ. KHULTABAD, DI. AURANGABAD MH 431102 (hereinafter called "the Purchaser"), of the one part, and
- (2) BHAGYALXMI AGRO SERVICES, a corporation incorporated under the laws of INDIA and having its principal place of business at CHITTEPIMPALGAON, TQ. AURANGABAD, DI. AURANGABAD MH 431007 (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited quotation for certain Goods and ancillary services, viz., COMBINE HARVESTER and has accepted quotation /bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.


Ghrushneshwar Shetkari Agro Producer Co. Ltd.
A.P. Palaswadi Tq. Khultabad Dist. Aurangabad

- (a) the Letter of Acceptance
 - (b) the RFQ document
 - (c) the Addenda Nos.
 - (d) the Specification (Within 15 day, COMBINE HARVESTER with 101 hp, 6 cylinder, Multicrop, 2 wheel drive, oil immersed break)
 - (e) the completed Schedules (without GST-2232142.86/-) (With GST-25,00,000/-)
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this request for bid document, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:

in the capacity of SECRETARY

In the presence of CEO



For and on behalf of the Supplier

Signed:

in the capacity of PARTNER

in the presence of MANAGER

Chrushneshwar Shetkari Agro Producer Co. Ltd.
A.P. Palaswadi Tq. Khultabad Dist. Aurangabad



CIN -UO1400MH2015PTC266219

GHRUSHNESHWAR SHETKARI AGRO PRODUCER CO. LTD.

Email:-ghrushneshwarfpo.macp@gmail.com

Director
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Director
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Contract Agreement

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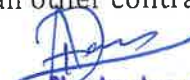

BETWEEN

- (1) GHRUSHNESHWAR SHETKARI AGRO PRODUCER COMPANY LIMITED a FARMER PRODUCER COMPANY of the Government of INDIA, or corporation incorporated under the laws of INDIA and having its principal place of business at PALASWADI TQ. KHULTABAD, DI. AURANGABAD MH 431102 (hereinafter called "the Purchaser"), of the one part, and
- (2) SARTHI AGROTECH, a corporation incorporated under the laws of INDIA and having its principal place of business at KANNAD TQ. KANNAD, DI. AURANGABAD MH 431103 (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited quotation for certain Goods and ancillary services, viz., TRACTOR and has accepted quotation /bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the RFQ document



Ghrushneshwar Shetkari Agro Producer Co. Ltd.
A.P. Palaswadi Tq. Khultabad Dist. Aurangabad

- (c) the Addenda Nos.
 - (d) the Specification (Within 15 day, Tractor with 50 hp, 3 cylinder, power steering, 2 wheel drive, oil immersed break)
 - (e) the completed Schedules (without GST-803571.43/-) (With GST-9,00,000/-)
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this request for bid document, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:

in the capacity of SECRETARY

In the presence of CEO



For and on behalf of the Supplier

Signed:

in the capacity of PARTNER

in the presence of MANAGER

Ghrushneshwar Shetkari Agro Producer Co. Ltd.
A.P. Palaswadi Tq. Khultabad Dist. Aurangabad