



महाराष्ट्र MAHARASHTRA

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BW 488938

क्रांती सूर्या फार्मर प्रोड्यूसर कंपनी मंडेसार् मा लक्ष्मण

श. प्र. व. कोस्वामी
मुंडेसारे
पत्तानु क्र. 4/19-90
मुंडेसारे उपयोग

क्रमांक 4469
दिनांक 28-10-2023

District Treasury Officer
Bhandara
Date
17 OCT 2023

AGREEMENT (NO LOAN CASE)

This AGREEMENT is made and executed at DIU SMART (Project) Bhandara on 24 th day of Nov. 2023

BETWEEN

Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness and Rural Transformation Project (SMART), A World Bank assisted project

Under the Government of Maharashtra Through

The Head/Nodal Officer/Authorized Signatory Project Implementation Unit (PIU), (On behalf of PIU, concerned Head DIU) Project Director ATMA Behind Gurjar gas godown Bhandara 441904 which expression shall, unless the repugnant to the context or meaning thereof, mean and include its successors and assigns)

श्रीमती वाशु
For BANK OF MAHARASHTRA
Krantisurya Agro Farmer Produce Company Ltd Mandesar

PARTY OF THE FIRST PART.

श्रीमती वाशु
Director

श्रीमती वाशु
प्रमुख जिल्हा अंपलव्जवणी कस स्मार्ट
तथा प्रकल्प संचालक (आत्मा)
भंडारा.

AND

M/s Krantisurya Farmer Producer Company Ltd, At. Mandesar, Taluka- Mohadi, Dist.

Bhandara

PAN : AAICK2601G

CIN (U01100MH2020PTC34476)

Address

Through its Authorised Signatory

Mr. Bablu Nagpure

Age : 40 Occu.: Chairman

R/o At. Mandesar Taluka Mohadi Dist. Bhandara

PAN : ALWPN8173C

ADHAR NO.: 339765013740

here in after 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, 27.12.2022

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 1501, Lokmangal, Shivaji Nagar, Pune 411005 and its Branch Office at Bhandara, 441904 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.

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 Companies (FPC), Primary Agriculture Cooperative Societies (PACS), Cluster Level Federations (CLFs) and Community Managed Resource Centres (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 object of the SMART project for BANK OF MAHARASHTRA the conditions stipulated by the concerned State Project

शाखा प्रबंधक
मंडरा शाखा/Bhandara

Branch Manager

Director

Krantisurya Agro Farmer Produce

प्रमुख जिल्हा अर्थ बजायणी कर्मचाई
तथा प्रकल्प संचालक (आत्मा)

Approval Committee (SPAC) and as per terms and conditions laid down in the FPP Sanction letter.

DEFINITIONS:

- i. "CBO" means Community Based Organization
- ii. "CLF" means Cluster Level Federations
- iii. "CMRC" means Community Managed Resource Centers
- iv. "COM" means Community Operation Manual
- v. "DIU" means Districts Implementation Unit
- vi. "FMM" means Financial Management Manual
- vii. "FPO" means Farmers Producer Organization
- viii. "FPP" means Full Project Proposal
- ix. "GRM" means Grievances Redressal Mechanism
- x. "GST" means Goods and Services Tax
- xi. "PACS" means Primary Agriculture Cooperative
- xii. "PIP" means Project Implementation Plan
- xiii. "PIU" means Project Implementation Unit
- xiv. "Project" means Hon. Balasaheb Thackeray State of Maharashtra's Agribusiness and Rural Transformation Project (SMART), a World Bank assisted project Under the Government of Maharashtra
- xv. "RIU" means Regional Implementation Unit
- xvi. "SPAC" means State Project Approval Committee
- xvii. "VCDS" means Value Chain Development School
- xviii. "VGF" means Viability Gap Funding

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 approved sub-project cost is Rs. 32.37 lakh (Rupees in word Thirty two lakh and thirty seven thousand only) and the breakdown of contributions is listed below:

(Rs. Lakh)

Sr. No.	CBO's Subproject Components	Cost Total	SMART Grant	CBO Equity
A)	Core Investments in Subproject			
1)	Construction Of Mini Dal Mill Shed	28.28	16.97	11.31
2)	Mini Dal Mill 5HP motor	2.55	1.53	1.02
	Sub-Total (A)	30.83	18.50	12.33
B)	Operative / Preliminary Expenses	1.54	0.92	0.62
	Sub-Total (B)	1.54	0.92	0.62
	Total (A+B)	32.37	19.42	12.95

वृत्ते बँक ऑफ महाराष्ट्र
FOR BANK OF MAHARASHTRA

शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch

Krantisurya Agro Farmer Produce

प्रमुख जिल्हा अंगणवाडी कक्षा स्मार्ट
तथा प्रकल्प संचालक (आत्मा)

- Note:
- Extension activities i.e. Value Chain Development School-VCDS will not be part of the sub-project proposal.
 - GST not covered in the above table will be given based on the directives of the SPAC committee and circulars issued by the project.

- 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')

- 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.32.37 Lakh (Thirty two lakh thirty seven 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.

- 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 Tranche	50%	9.71	Projects grants in the form of advance, subject to 50% of total beneficiary contribution deposited by CBO.
2.	Second Tranche	30%	5.83	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%	1.94	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%	1.94	Reimbursement (after execution of entire sub-project).
	Total	100%	19.42	

शाखा प्रबंधक/Branch Manager
भंडारा शाखा/Bhandara Branch

प्रमुख जिल्हा अंमलदार/Principal District Officer

प्रमुख जिल्हा अंमलदार/Principal District Officer

- 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.
- 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) Authorised Signatory No.1 Bablu Krushnaji Nagpure
(Full name with designation) president

b) Authorised Signatory No.2 Manoj Ganjaram Nagpure
Full name with designation Secretary

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 कृते बैंक ऑफ़ महाराष्ट्र (Bank of Maharashtra) following system will be adopted-

For BANK OF MAHARASHTRA current account will be opened by the CBO which will be jointly operated by DIU/PIU Project authorities.

शाखा प्रबन्धक/Branch Manager,
भंडारा शाखा/Bhandara Branch

Krantisurya Agro Farmer Produce
Company Ltd. 2104-10000

प्रमुख जिल्हा अंमलबजावणी कक्ष स्मार्ट
तथा प्रकल्प संचालक (आत्मा)

b) The authorized signatories of CBO & PIU/DIU (Project authorities) are as follows:-

i. Authorised Signatory No.1
CBO representative
(Full name with designation)

Babli Koushnaji Magpure
president

ii. Authorised Signatory No.2
Project representative
(Full name with designation)

Urmila D. Chikhale
प्रमुख जिल्हा अंमलबजावणी कक्षा स्मार्ट
तथा प्रकल्प संचालक (आत्मा)
मंडारा

The Bank A/c of the CBO would be opened in ~~Pr~~selected Bank.

- 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.
- 4) In order to take care of petty operational expenses to be incurred by CBO, an imprest advance to the limit of Rs. 10,000/- per month can be withdrawn by CBO.
- 5) CBO also agrees that no payment will be done directly to CBO's sister concerns /Directors/Officials, who are not selected as per the project selected procurement procedure. The list of CBO's sister concerns/ Directors/ Officials is attached as **Annexure A**. The grants in the bank account will not be utilized for any other activities other than sub project activities by the CBO.
- 6) If instances of confiscation, compensation, allotment or seizure arise with respect to CBO (for other than SMART activities), this will not lead to attachment of bank account opened for SMART Project purposes.
- 7) The CBO agrees to maintain Tally based accounting for all SMART related transactions.
- 8) CBO shall provide or make available monthly/quarterly/six monthly or as and when requested, report for utilization of the fund or financial records and accounts audited in accordance with appropriate auditing principles consistently applied by an independent auditor to Project or World Bank Authorities.
- 9) The CBO will be exclusively liable for the proper use of the Grant in accordance with the Agreement. In case the Grant is, totally or partially, improperly used and declared ineligible by the Project/World Bank, the CBO will immediately deposit the objected amount in the respective Bank account, as directed by the Project.
- 10) Leasing and/or credit is not allowed under project financing. Procurement of second-hand equipment is not allowed. All procurements should be done with due prudence and open for verification by project authorities.

11) The CBO shall preserve and use the equipment and the goods acquired within the Sub Project with the diligence of a good owner. CBO shall refrain from any

शाखा प्रबंधक/ Branch Manager
मंडारा शाखा/ Bhandara Branch

Director

प्रमुख जिल्हा अंमलबजावणी कक्षा स्मार्ट

action which has object and/or affects the damage, the value decrease and/or the making of any pledge or guarantee over the equipment's or goods procured from the project funds. Details of the Pledge/ Mortgage/ Charges shall also be informed to Project by CBO within 30 days of creating the Pledge/ Mortgage/ Charges.

12) In carrying-out/performing the Sub-Project, the CBO will:

- i) Exercise the degree of skill, care, and diligence reasonably
- ii) As expected by the State Project Approval Committee and Sub-Project in similar circumstances, and in accordance with the agreed Schedule, unless this Agreement is terminated earlier as provided for in this Agreement.
- iii) Comply with all provisions of all statutes, regulations and rules of government, local or public authority and any professional code of conduct or practice that may be applicable to the Sub Project.
- iv) Observe the Project directives in relation to the Sub Project.
- v) Be reasonably available for consultation with the Project during the term of this Agreement on the conduct and progress of the Sub Project.

13) The CBO will give full access to the Project as well as to any monitoring consultants hired by the project, for the equipment, services and goods acquired under the sub-project, at all reasonable times, at the premises or the sites at which the sub-project is being carried out, to inspect the progress of the Sub-Project.

14) The CBO will ensure the implementation of the Sub-project under satisfactory performance conditions and make best efforts to achieve the objectives and fulfill all other obligations as detailed in the Agreement.

15) CBO is responsible and liable for all acts or omissions in the performance of the Sub Project. It will indemnify the Project for any loss or damage that the Project suffers (as quantified and intimated by the Project) as a consequence of their acts or omissions.

16) Moreover, the CBO shall be responsible for the use of the Grant in accordance with the PIP, FMM, PM, COM, Social and Environmental Safeguards.

17) In cases where the Grant has been spent on ineligible items i.e. not in accordance with the agreement and are identified by Project Authorities /Auditors/World Bank, the CBO will be liable to deposit such funds in the bank account opened specifically for Sub Project Purpose.

18) If the CBO's performance indicates that the Sub-project objectives are not likely to be achieved, are superseded, or may be achieved by another preferred route, the Grant Provider will give the CBO written instructions/ recommendations for improvement. The Recommendation for improvement should be addressed by the CBO in maximum thirty (30) calendar days. In case of disagreement between the CBO and the Project, this should be discussed and agreed upon; if the disagreement could not be solved, such dispute shall be resolved by

कृते बँके ऑफ महाराष्ट्र
For BANK OF MAHARASHTRA

शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch

Krantisurya Agro Farmer Produce

प्रमुख जिल्हा अभियंता/अधीन कृषि स्मार्ट
तथा प्रकल्प संचालक (आत्मा)

complying with SMART Grievances Redressal Mechanism.

- 19) The Activity Schedule, budget and time frame for completion of tasks in sub-project proposal is attached herewith as ANNEXURE 'B'.
- 20) The CBO will ensure that all service providers eventually hired for project implementation follow the conflict of interest rules as per Community Operation Manual.
- 21) The Project have every right to call for such relevant data and interpretations made in relation to the Sub project, which may include survey information, ground investigations and other data, calculations, plans, drawings, designs, maps, specifications, reports, instructions and decisions.
- 22) The CBO has to update the Project, in case, there are any hurdles, or foreseen situations or any of the technical/ non- technical difficulties arose while implementing the project well in advance.
- 23) It will be a condition of the Agreement that all environmental and social safeguards indicated in the Project Implementation Plan and Community Operation Manual are followed. CBO will be held accountable for non-compliance with the relevant environmental and social safeguards applicable to this sub-project and therefore the CBO is required to implement all mitigation measures identified, including those on waste water management, if applicable.
- 24) The CBO cannot change the proposed value chain in a joint proposal and the ownership of any partner cannot be transferred to others unless otherwise particularly instructed or agreed upon by Project.
- 25) Since Project and CBO are different entities, project will in no way be liable for any acts of the CBO so far as legal, environmental and financial aspects etc. are concerned.
- 26) If any savings towards sub-project proposal occur, then the excess proportionate project grants should be refunded to the Project directed Bank Account.
- 27) It is obligatory for the CBO to follow the rules, regulations and guidelines, as made applicable from time to time till the period, as directed by the Project for the implementation of Sub-Project.
- 28) At least 20 years after the construction of the sub-projector period specified by the SMART (whichever is later), it will not be possible to dispose of the construction /machinery/equipment/ amenities/materials of the capital project from the sub-project without prior permission of SMART society or the responsible authority decided as per the exit policy of Project.
- 29) The CBO will provide all the necessary data / documents/information required by the project for its monitoring and evaluation/study purpose. Wherever required in the MIS of the Project data / information will be recorded by the CBO on the directions of the Project Authority.
- 30) Pursuant to the Project mandate for Productive Partnership, the grant allocation For BANK OF MAHARASHTRA provided by the Project shall be limited to a maximum of 60% of the Total

शाखा प्रबंधक/ Branch Manager

भंडारा शाखा/ Bhandara Branch

प्रमुख जिल्हा अंतर्गत जावनी कृषि स्मार्ट

तथा प्रकल्प संवाहक (आत्मा)



Sub-Project Cost (TPC) as approved by the project, while a minimum of 40% of the Sub-Project Cost shall be the responsibility of the beneficiary Community-Based Organizations (CBOs). The determination of the specific ratio between Project grants and beneficiary contribution shall be governed by the Viability Gap Funding method. The CBOs shall be obligated to procure their share through their own equity and, at their discretion, bank loans, subject to the minimum requirement of 10% of the total sub-project cost as their own equity contribution. It is explicitly stated that the acquisition of bank loans is not mandated under the Project. The CBOs shall maintain compliance with reporting obligations, encompassing the extent of their contribution and the diligent utilization of grant funds, in accordance with the Project's directives and guidelines.

- 31) 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.
- 32) Annual Compliance with ROC:
- The Company shall ensure compliance with the provisions of the Companies Act 2013 and rules prescribed thereunder, including but not limited to:
 - 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.
 - Filing of annual returns, containing information as required under the Act, with the ROC within the prescribed timelines.
 - Maintenance and updating of statutory registers, records, and other relevant documents as per the requirements of the Act.
 - 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.
 - 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.

33) **Pre operating expenses**

Pre-Operative expenses spent before sanction of Proposal by SPAC Committee:

- 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.
- The Pre-operative expenses shall be subject to adjustment and may be considered for reimbursement under the following conditions:

कृते बँक ऑफ महाराष्ट्र
For BANK OF MAHARASHTRA

Vaishy
शाखा प्रबंधक/Branch Manager
भंडारा शाखा/Bhandara Branch

वसुदेव गजपति
Director
Krantisurya Agro Farmer Produce

Boomrang
प्रमुख जिल्हा अमलाजिवाजी कक्ष स्मा.
तथा प्रकल्प संचालक (आत्मा)

- 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 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.

34) 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 it's 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.

शाखा प्रबंधक/Branch Manager
भंडारा शाखा/Bhandara Branch

Nishu

शिवकुमार लोढा
Director

प्रमुख जिल्हा अर्थसहायकी कक्षा कार्यालय
जिल्हा अर्थसहायकी कक्षा कार्यालय (अहमदनगर)

Shivkumar



THE RESPONSIBILITIES OF PARTY OF THE THIRD PART (HEREINAFTER REFERRED TO AS 'BANK')

- 1) Safeguard the proper utilization of funds
 - i. In order to safeguard the proper utilization of funds, the Bank shall effectuate the transfer of the grant amount from the current account of the Community-Based Organization (CBO) to the dedicated current account.
 - ii. Bank will ensure that the CBO's SMART dedicated current account will not have cheque book and net banking facility. The e-pay slip system from SMART project's MIS will be used as a mode for payment. The format of E-pay slip is attached herewith. (Annexure D)
 - iii. 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 provided and bank will verify the same with the bills and other documents. Bank will process vendor payment on the basis of e-pay 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.
 - iv. To ensure the prudent utilization of project resources and align with the project's objectives, the Bank shall remove the Community-Based Organizations (CBOs) cheque books facility and suspend their net banking facility, thereby discouraging superfluous transactions.
- 2) The Nodal Bank will open a dedicated current account exclusively for the SMART project in the name of the concerned CBO. This dedicated current account has been devised to ensure that the project grants given to the CBO are utilized for the approved sub-project proposal only. This dedicated current account will be under the control of bank and will operate as per the terms mentioned in the grant agreement or as per the time to time revision in FMM. This account will be governed by the following conditions: -
 - i) Nodal Bank should ensure that, no cash withdrawal is permitted from this dedicated current account.
 - ii) Nodal Bank should ensure that, payments to sister concerns of CBO (as disclosed in Annexure-A) are not be permissible through this Account.
 - iii) Nodal Bank will enable each vendor payment, only after the e-pay slip is generated.
 - iv) In case where, the entire sub-project is not executed in entirety as per the grant Agreement, then Nodal 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.

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

कृते बँक ऑफ महाराष्ट्र
शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch

Director
Krantisurya Agro Farmer Produce

प्रमुख जिल्हा अंमलदारी कक्षा स्थ
तथा प्रकल्प संचालक (आत्मा)
भंडारा

- i) A separate current account will be opened by the CBO which will be jointly operated by DIU/PIU Project authorities.
 - ii) 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.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.
 - iii) In order to take care of petty operational expenses to be incurred by CBO, an imprest advance to the limit of Rs. 10000/- per month can be withdrawn by CBO.
- 4) 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. interest.

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.

- 5) If instances of confiscation, compensation, allotment or seizure arise with respect to CBO (for other than SMART activities), this will not lead to attachment of bank account opened for SMART Project purposes.

OTHER TERMS & CONDITIONS, WHICH ARE BINDING UPON ALL THE PARTIES INVOLVED IN THIS AGREEMENT.

कृते बँक ऑफ महाराष्ट्र
 For BANK OF MAHARASHTRA
 The abbreviations and acronyms used in the Project Implementation Plan and Community Operation Manual & Financial Management Manual will be used in
 शाखा प्रबंधक/ Branch Manager
 भंडारा शाखा/ Bhandara Branch
 Director
 Krantisurya Agro Farmer Produce
 प्रमुख जिल्हा अंतर्गत जायजो बँक स्मार्ट
 मुख्य जिल्हा अंतर्गत जायजो बँक स्मार्ट

this Agreement with the same meanings assigned in there.

- 2) Any communication between the parties is effective only if it is in writing by email, 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:	Bablu Nagpure	Urmila D. Chikhale
Address:	Mandesar Taluka Mohadi Dist. Bhandara	DIU Smart Bhandara
Phone/email	9921148238/ bablunagpure9@gmail.com	8208940754/ bhandara.diu.smart@gmail.com

F) RELATIONSHIP BETWEEN THE PARTIES:

Nothing in this agreement creates any special relationship between the parties, such as a partnership, joint venture, or employee/employer relationship between the parties.

G) 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.

Each party shall bear its own expenses in connection therewith. All fees and expenses of the arbitrator and court, if any, shall be borne and paid in full and shared equally by the parties. In the event that an Arbitration hearing is canceled or terminated, the party initiating the request or causing the cancellation shall bear the full cost of the cancellation fee, unless the parties agree otherwise.

क्र. १०००/२०१८/२०१८
 शाखा प्रबंधक/ Branch Manager
 भंडारा शाखा/ Bhandara Branch

(Signature)
 Director
 Krantisurya Agro Farmer Produce

(Signature)
 प्रमुख जिल्हा अन्न व नावणी कक्ष स्मार्ट
 तथा प्रकल्प संचालक (आत्मा)

- 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:
- 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.
 - 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.
 - The CBO commits an act of bankruptcy (or become insolvent);
 - The World Bank declares the CBO ineligible under the Anti-Corruption Guidelines;
 - 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
 - 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 the Project within five working days from the date of cancellation.

शाखा प्रबंधक
भंडारा शाखा

Director

Shandara Branch
Surya Agro Farmer Produce.

प्रमुख जिल्हा अन्नतयजावणी कक्ष स्मार्ट
तथा प्रकल्प संचालक (आत्मा)



- 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.

H) JURISDICTION:

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.

I) GOVERNING LAW:

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

J) 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 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.

K) 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

शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch

Krantisurya, Zero Farmer Producer

प्रमुख जिल्हा अन्न व नावणी कस स्मार्ट
तथा प्रकल्प संचालक (आत्मा)



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:

- a. is in the public domain by use and/or publication at the time of its disclosure by the disclosing party; or
- b. 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
- c. as disclosed to any third party on a non-confidential basis prior to commencement of the Project; or
- d. is required by public authority, by law or decree.

L) 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.

M) PUBLICITY:

A CBO may publicly disclose information about the award of this grant, including the Project's name, the total amount awarded and a description of the Project, provided that a CBO obtains prior written approval from SMART before using the name of the Project for promotional purposes

N) FORCE MAJEURE

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, labor disturbances, natural genetic variations of any living matter or by clause of like or unlike nature beyond the reasonable control and without the fault or negligence of either of the CBO or the SMART.

O) RECOVERY MECHANISM

If any activity of the CBO's sub-project proposal remains incomplete, then that complete component of sub-project proposal will be treated as incomplete or as per the decision of

For BANK OF MAHARASHTRA

शाखा प्रबंधक / Branch Manager
राजसूर्य आग्री फार्मर प्रोड्यूसर्स
Krantisurya Agro Farmer Produce

9/02/2021
Director

प्रमुख जिल्हा अन्न व पिकावणी कक्ष स्मार्ट
तथा प्रकल्प संचालक (आत्मा)




the project. The grant given for the activity will be recovered as per land revenue mechanism either by the project or the concerned department to which it will handed over. 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 by the project or the concerned department to which it will handed over.

P) GENERAL CLAUSES

1. All notices under this Agreement shall be in writing and will be delivered or sent by prepaid post or by facsimile or e-mail or in person to the address of the party to whom the notice is to be given as specified in the Agreement.
2. The provisions of this Agreement relating to responsibility reporting, confidentiality, intellectual property, publication, termination, and governing law shall not expire when this Agreement ends

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 Implementation smart Bhandara (Name of the DIU) Through its Head/Nodal Officer/Authorized Signatory Mrs. Urmila D. Chikhale</p> <p>PARTY OF THE FIRST PART</p>	<p>प्रमुख जिल्हा अंमलबजावणी कक्षा स्मार्ट तथा प्रकल्प संचालक (आत्मा)</p>	<p>Photo.</p> 
<p>M/s Krantisurya Farmer producer Company Ltd. Mandesar PAN : AAICK2601G Through its Chairman/Secretary Mr. Bablu Nagpure</p> <p>PARTY OF THE SECOND PART</p>	<p>मंडारा. Director Krantisurya Agro Farmer Produce Company Ltd Mandesar</p>	
<p>Bank Of Maharashtra Bank' Through its branch manager</p> <p>PARTY OF THE THIRD PART</p>	<p>कृते बँक ऑफ महाराष्ट्र For BANK OF MAHARASHTRA शाखा प्रबंधक/Branch Manager भंडारा शाखा/Bhandara Branch</p>	

Director
Krantisurya Agro Farmer Produce
Company Ltd Mandesar

प्रमुख जिल्हा अंमलबजावणी कक्षा स्मार्ट
तथा प्रकल्प संचालक (आत्मा)

Witness 1:
(For Party of First Part)
Name: Shantilal N. Gaidhane
R/o :

Shantilal N. Gaidhane
पुरवठा साखळी व मुल्य साखळी तज्ञ
तथा कृषि व्यवसाय सल्लागार
जिल्हा अंबलबजावणी कक्ष (स्मार्ट)
मंडारा.

Witness 2:
(For Party of Second Part)
Name: Hemraj Baburao Lanjewar

Hemraj Baburao Lanjewar
Director

Witness 3:
(For Party of Third Part)
Name: Sabarg Mat



ANNEXURE A

List of CBO's Sister Concerns/ Directors/ Officials

Sr.No.	Name and Address	PAN
1	Bablu Krushna Nagpure	ALWPN8173C
2	Manoj Gangaram Nagpure	BDDPN3380H
3	Hemraj Baburao Lanjewar	AYGPL5851N
4	Sawaldas Sawwalakhe	MMBPS2045D
5	Sarita C. Bashine	DQIPB6703C

ANNEXURE B

The tentative 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	Tentative Timeline	Budget in Rs.
1	Construction of building (Civil work)	Shed for Mini Dal Mill	6 Months	28.28
2	Plant & Machinery	Mini Dal Mill with 5 HP Motor		2.55
3	5 % Premelary & Pre Operative Expenses	Office Exp.		1.54
	Total			32.37

कृते बँक ऑफ महाराष्ट्र
For BANK OF MAHARASHTRA

शाखा प्रबंधक/ Branch Manager
मंडारा शाखा/ Mandara Branch

Vaishy

Shantilal N. Gaidhane
Director

Krantisurya Agro Farmer Produce
Company Ltd Mandasar

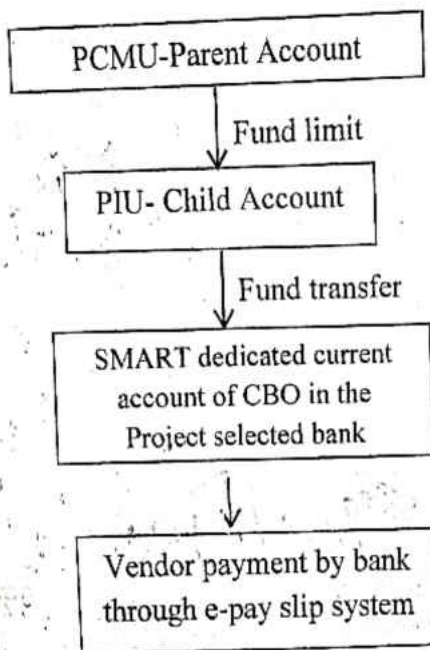
प्रमुख जिल्हा अंबलबजावणी कक्ष
तथा प्रकल्प संचालक (आत्मा)

Shantilal N. Gaidhane

ANNEXURE C

Fund Flow Mechanism

No-loan case of CBO – Special Account Model



Concept

- 1) Since this is a no loan case, bank monitoring will not be possible. Hence, the Project had to devise a control mechanism which would ensure safe guards to Project funds and to ensure vendor payment at the CBO level to be on a pro rata basis. This has been addressed by making it compulsory for the CBO to open a SMART dedicated current account in the Project selected bank which impart fiduciary safeguards with respect to Project funds.
- 2) No cheque book or net banking facility will be provided for SMART dedicated current account. As regards deductions (for e.g. Income tax TDS, Labourcess, 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. This condition will be applied when SMART develops and implements the MIS. Till the development of project MIS for CBOs, cheque book will not be withdrawn.
- 3) The SMART dedicated current account will be a clause of the tripartite grant agreement between CBO, Project and the bank.
- 4) A SMART dedicated current account will work on the following principal – CBO will not be able to withdraw funds once deposited in this account. Besides, only vendor payments will be incurred from this account. Vendor payment permissible only after approval from Project authorities as mentioned in the following point.
- 5) Project monitoring will be done through the following mechanism and will impart fiduciary safeguards with respect to Project funds -
 - a) The CBO SMART dedicated current bank account will be operated by the joint signatories of CBO itself. However, for each vendor payment, there will be DIU monitoring through the Project MIS portal that is being developed by the Project. On approval by DIU competent authority through project MIS portal, bank will authorize CBO to incur vendor payment. The tripartite grant agreement, in which CBO bank is also a party, will take care of these arrangements.
 - b) However, all the above mechanism of project MIS portal actually operationalizes. DIU

शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch

Director
Krantisurya Agro Farmer Produce

प्रमुख जिल्हा अनेलर/ District Collector
महाराष्ट्र शासन/ Government of Maharashtra


Director
Krantisurya Agro Farmer Produce

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.

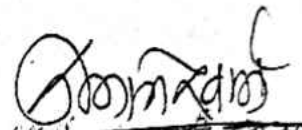
- 6) The bank will make direct payments to CBO vendors from the SMART dedicated current account which will impart some additional fiduciary safeguards. Accounting of expenditure by the CBO of expenditure incurred from this special account, would be governed by the principle of pro-rata basis. i.e. in the ratio of Project grants : margin money as laid down in the tripartite grant agreement.

कृते बँक ऑफ महाराष्ट्र
For BANK OF MAHARASHTRA

शाखा प्रबंधक/ Branch Manager
भंडारा शाखा/ Bhandara Branch


Director

Krantisurya Agro Farmer Produce
Company Ltd Mandasor


प्रमुख जिल्हा अंमलबजावणी कक्ष स्टाफ
तथा प्रकल्प संचालक (जात्मा)
भंडारा.