

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MoU) has been executed on **05.08.2020** at New Delhi

BETWEEN

Department of Agriculture, Cooperation & Farmers' Welfare Ministry of Agriculture DAC&FW (GOI) Government of India New Delhi – 110001, through Shri Vivek Aggarwal Designation - Joint Secretary (hereinafter called the "First Party", which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE FIRST PART

AND

M/s. Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at "Lokmangal", 1501, Shivajinagar, Pune-411005 through Shri Pramod R Datar, General Manager, Agriculture, Retail, FI & SLBC working at Head Office, Pune (hereinafter called the "Second Party/Lender/Institution", which shall unless repugnant to the context shall mean and include their successors, assignees and administrators) ON THE SECOND PART

WHEREAS, the M/s. Bank of Maharashtra, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at "Lokmangal", 1501, Shivajinagar, Pune-411005 has already agreed to lend under the Central Sector Scheme" of financing facility under 'Agriculture Infrastructure Fund'.

The DAC&FW, Government of India has issued the operational guidelines for the Scheme (hereinafter called the "Scheme Guidelines") by setting out broad features of the Scheme, terms for loan and subsidy reimbursement, selection of beneficiaries, roles and responsibilities of various agencies under the Scheme and its monitoring, etc. The Scheme Guidelines as amended from time to time shall be treated as part and parcel of this MoU and shall be read together for all purpose.


विवेक अग्रवाल / VIVEK AGGARWAL
संयुक्त सचिव / Joint Secretary
नवाहा सरकार / Govt. of India
कृषि एवं किसान कल्याण विभाग / Ministry of Agriculture & Farmers Welfare
कृषि, प्रशिक्षण एवं किसान कल्याण विभाग / Dept. Agri. Coopn. & Farmers Welfare
कॉपी भवन, नई दिल्ली / Copy House, New Delhi

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कुते बँक ऑफ महाराष्ट्र
For Bank of Maharashtra

प्राधिकृत अधिकारी
Authorized Officer



WHEREAS, eligible projects under the scheme will facilitate setting up and modernization of key elements of the value chain including

(A) Post Harvest Management Projects including Supply chain services, e-marketing platforms, Warehouses, Silos, Pack houses, Assaying units, Sorting & Grading units, Cold chain, Logistics facilities, Primary processing centers, Ripening Chambers etc.

(B) Viable projects for building community farming assets including –

Organic Inputs production units, Bio stimulant production units, Infrastructure for smart and precision agriculture, Projects identified for providing supply chain infrastructure for clusters of crops including export clusters and Projects promoted by Central/State/Local Governments or their agencies under PPP for building community farming assets or post-harvest management projects.

WHEREAS, eligible beneficiaries will be Primary Agricultural Credit Societies (PACS), Marketing Cooperative Societies, Farmer Producers Organizations (FPOs), Self Help Group (SHG), Farmers, Joint Liability Groups (JLG), Multipurpose Cooperative Societies, Agri-entrepreneurs, Startups, Aggregation Infrastructure Providers and Central/State agency or Local Body sponsored Public Private Partnership Projects.

WHEREAS, need based refinance support will be made available by NABARD to all eligible lending entities including cooperative banks and RRBs as per its policy.

WHEREAS, interest subvention and credit guarantee support will be released to Banks and lending institutions through PFMS.

WHEREAS, any grant or subsidy available under any present or future scheme of Central/State government can be availed for projects under this financing facility. In cases of capital subsidy such amount shall be considered as promoter's contribution. However, a minimum of 10% of the project cost shall be mandatory as promoter's contribution.

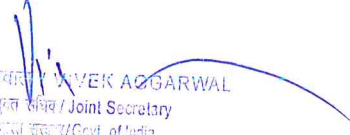
WHEREAS, cap on lending rate of participating lending entities will be 06 monthly MCLR plus 100 basis point (floating) subject to maximum 9.00 percent (Nine percent per annum) for funding under this scheme. This cap will be applicable on the amount of loan covered under interest subvention component.

WHEREAS, the decision on sanctioning of loan by lending institute will be communicated to the applicant within the time period of 60 days from the date of loan application.

WHEREAS, the subvention will be allowed only till the account is under standard category. Further, if the account slips into NPA, no subvention will be allowed for the period account remains under NPA category. The subvention will further be allowed from the date of upgradation of the account to standard category.

WHEREAS, the scheme will cover the accounts disbursed under the projects mentioned and specified above from the date of first disbursement.

The DAC&FW Government of India shall be at full liberty to amend/modify/withdraw/terminate the Scheme and/or amend/modify the Scheme Guidelines


विवेक अग्रवाल / VIVEK AGGARWAL
संयुक्त सचिव / Joint Secretary
कृषि विभाग / Joint Secy. of India
कृषि एवं किसान कल्याण विभाग / M/o Agriculture & Farmers Welfare
कृषि, सहकारिता एवं किसान कल्याण विभाग / Do/Agri, Co-op. & Farmers Welfare
कृषि भवन, नई दिल्ली / Krishi Bhavan, New Delhi

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कृषि बैंक ऑफ महाराष्ट्र
For Bank of Maharashtra

प्राधिकृत अधिकारी
Authorised Officer



Responsibilities and Obligations of Second Party/Lender

The Second Party/Lender hereby undertakes to pass-on the entire benefit of this Scheme to its borrowers/ beneficiaries.

The Second Party/Lender hereby undertakes to implement the Scheme as per the terms & conditions under the Scheme Guidelines.

The Second Party/Lender hereby undertakes that it will follow the best industry practices of lending to implement the Scheme.

The Second Party/Lender will exercise necessary due diligence in risk assessment and will adopt diligent appraisal and sanction procedures, including assessment of the loan eligibility and the repayment capacity of the borrower/beneficiary.

The Second Party/Lender will adhere to all extant guidelines issued by the, DAC&FW (GOI) RBI/ NABARD under the Scheme Guidelines including the amendments/ modifications issued from time to time.

The Second Party/Lender will provide utilization/end use certificate to the First Party on a quarterly basis and also the certificate in relation to the physical progress of the construction leading up to the completion of the infrastructure unit financed under the Scheme. The Second Party/Lender shall submit a consolidated utilization certificate on completion of the proposed unit within one year period from the completion of construction or a maximum of 12 months from the date of the disbursement of the 1st installment/tranche of the loan amount.

The Second Party/Lender will provide each borrower/beneficiary a statement, which will make him/her understand the amount given as subvention, how the subvention has been adjusted and the impact of the subsidy on his/her equated monthly installments (EMI).

The Second Party/Lender shall provide all other information, statements and particulars as may be required from time to time by the First Party or by the DAC&FW Government of India under the Scheme.


The Second Party/Lender shall furnish the credit information periodically to credit information companies, as per the prescribed format.

The Second Party/Lender will clearly explain to the loanees / borrowers/ beneficiaries the consequences of availing loan on fixed/floating rates of interest.

The Second Party/Lender shall cooperate and contribute in creating a unified e-portal for implementation of the scheme.

Governing Laws, Disputes and Jurisdiction

This MoU shall be governed by the laws of India and all disputes and differences between First Party and Second Party/Lender arising part of these presents shall as far as possible be resolved through negotiations. However, if any differences/ disputes still persist the same shall be referred to the Department of Financial Services (DFS), GOI. The decision of the DFS shall be final and binding on the parties.


विवेक अग्रवाल / NIVEK AGGARWAL
संयुक्त सचिव / Joint Secretary
वास्तव्य विभाग / Govt. of India
कृषि एवं किसान कल्याण विभाग / Mo Agriculture & Farmers Welfare
एन.डी.ए. कार्यालय, नई दिल्ली

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कृते बँक ऑफ महाराष्ट्र
For Bank of Maharashtra

प्राधिकृत अधिकारी
Authorised Officer



The conditions as laid down above and incorporated in the scheme shall form part and parcel of this MoU and shall be binding on second party.

Signed at Delhi on this date as mentioned above.

For and on behalf of Bank of Maharashtra

कृते बँक ऑफ महाराष्ट्र
For Bank of Maharashtra
Datar
अधिकृत आ.
Authorised C



(Shri Pramod R Datar)
General Manager
Agriculture, Retail, FI & SLBC

For and on behalf of DAC&FW

Vivek Aggarwal
विवेक अग्रवाल / VIVEK AGGARWAL
संयुक्त सचिव / Joint Secretary
भारत सरकार / Govt. of India
कृषि एवं किसान कल्याण मंत्रालय / Mo Agriculture & Farmers Welfare
कृषि, सहकारिता एवं किसान कल्याण विभाग / Dept. of Agri. Coopn. & Farmers Welfare
कृषि भवन, नई दिल्ली / Kishi Bhawan, New Delhi

हेमन्त टम्टा
कार्यालयक निदेशक

Hemant Tamta
Executive Director



बैंक ऑफ महाराष्ट्र
Bank of Maharashtra
भारत सरकार का उद्योग
एक बख्शियर एक बैंक

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

Respected Shri Aggarwal,

05.08.2020

Reg – Authorization Letter for signing the MoU under Agriculture Infrastructure Fund Scheme

This has reference to the discussion held during VC meeting held on 04.08.2020 and subsequent e-mail communication on signing of MoU by Banks.

As advised, we nominate and authorize Shri. Pramod R Datar, General Manager, Agriculture, Retail, FI & SLBC on behalf of Bank of Maharashtra to sign the Memorandum of Undertaking (MoU) with DAC&FW, Govt of India, for implementation of Central Sector Scheme of Financing Facility under Agriculture Infrastructure Fund.

We assure our proactive involvement for effective implementation of the scheme.

With Regards,

Hemant Tamta

To
Shri Vivek Aggarwal,
Joint Secretary, FW, Cooperation & Digital Agri
and CEO – PM KISAN
Department of Agriculture, Cooperation and Farmers Welfare (DAC & FW)
Ministry of Agriculture & Farmers Welfare,
Government of India, Krishi-Bhavan,
New Delhi