



सत्यमेव जयते

INDIA NON JUDICIAL

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e-Stamp

Certificate No. : IN-DL18563324287921T
Certificate Issued Date : 03-Sep-2021 10:51 AM
Account Reference : IMPACC (IV)/ dl715003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL71500333686674614363T
Purchased by : KOTAK MAHINDRA BANK LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : KOTAK MAHINDRA BANK LIMITED
Second Party : SMALL FARMERS AGRIBUSINESS CONSORTIUM
Stamp Duty Paid By : KOTAK MAHINDRA BANK LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line.....

This Agreement is executed on this 6th day of September, 2021.

Between KOTAK MAHINDRA BANK LIMITED, a banking Company incorporated under the provisions of the Companies Act 1956, and have been granted banking license under the provisions of Section 5(c) of the Banking Regulation Act, 1949(10 of 1949) and having its registered office at 27 BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai – 400051 (hereinafter referred to as the “Bank” (which includes its assignees) as first party,

डा० सुमति एस. / Dr. Sumathi S.
उप निदेशक (प्रशासन) / Dy. Director (Admin)
लघु कृषक कल्याण-व्यापार संघ
Small Farmers' Agri-Business Consortium
भारत सरकार, कृषि एवं किसान कल्याण मंत्रालय
Govt. of India, Ministry of Agriculture & Farmers Welfare

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority.

and **Small Farmers' Agribusiness Consortium(SFAC)**, a society registered under Societies Registration Act 1860, having its registered office at NCUI Auditorium Building, 5th Floor, 3, Siri Institutional Area, August Kranti Marg, Hauz Khas, New Delhi 110016), hereinafter called "SFAC", as second party.

Whereas SFAC is a Developmental Institution with its core aims and objectives focused on supporting small & marginal farmers 'organizations; SFAC deals with agriculture in its wider connotation, including agri-allied activities;

And Whereas "Bank" in furtherance of its desire to play an active role in promoting quality investments in the agri-business sector is agreeable to provide/has provided collateral free lending to Farmer Producer Companies (FPCs) and is desirous of seeking Guarantee Cover from SFAC under EGCGFS.

In consideration of the Credit Guarantee Fund of Small Farmers Agri Business Consortium (hereinafter referred to as "SFAC" which expression shall, unless repugnant to the context, also include its successors and assigns), agreeing to guarantee under the Equity Grant and Credit Guarantee Fund (a copy whereof is hereto annexed and which is hereinafter referred to as "the Scheme"), certain credit facilities granted by "Bank" to FPCs , which is an eligible borrower as per the Scheme.

"Bank" viz Kotak Mahindra Bank Limited , does hereby enter into Agreement with SFAC as follows :

1. That the provisions of this Undertaking shall be in addition to, and not in derogation of, the provisions of the Scheme and the guidelines and instructions issued by SFAC from time to time.
2. That the provisions of the Scheme and such modifications as may be made thereto from time to time shall be deemed to be incorporated in this Undertaking and shall be binding on "Bank" in so far they relate to the credit facilities granted by "Bank" to FPCs.
3. That the provisions of the Scheme and this Agreement shall be applicable to the Credit Facility/ies for which Guarantee Cover has been sanctioned by SFAC to "Bank" under the Scheme.
4. That "Bank" shall claim the benefit of the Guarantee under the Scheme only in respect of the Credit Facility/ies specified herein, and to the extent provided, and that "Bank" shall for this purpose obtain and preserve affidavits or other documents from the FPCs or otherwise satisfy itself by reference to the Borrowers' books of account or other records that the Borrower in respect of whom the benefit of the Guarantee has been or is to be provided by SFAC is eligible for the Guarantee under the Scheme.
5. That "Bank" agrees that if the Borrower ceases to be so eligible, it shall, in accordance with and subject to the provisions of the Scheme, be excluded from the benefit of any guarantee and that for this purpose, "Bank" shall obtain from the Borrower at such intervals as may be required by SFAC, such information /declarations as may be deemed necessary.



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6. That the books of accounts, ledgers and other documents relating to guaranteed Credit Facilities, covered by the Scheme shall, as far as may be practicable, be segregated and maintained in a proper manner so as to facilitate such scrutiny or inspection as may be undertaken by Small Farmers' Agri-business Consortium (SFAC) or by any other person/agency nominated by SFAC in this behalf.
7. That "Bank" shall make available to the Officers of SFAC or of any agency which may be specified by SFAC in this behalf, as the case may be, all its books and records and provide such other facilities as may be required for such scrutiny and inspection.
8. That "Bank" shall furnish to SFAC a statement in a form and manner required by the SFAC, showing the outstanding balances with breakup of principal and interest / other expenses details in respect of the guaranteed credit facility covered under the Scheme, as and when required by SFAC.
9. That "Bank" shall furnish to SFAC thereafter such statements or information as the SFAC may require about the Credit Facility/ies in such form and manner, and at such intervals, as may be required by SFAC.
10. That in order to enable SFAC to ascertain whether a Claim made on it is on account of Credit Facility which has been so covered, "Bank" shall preserve in good order the detailed statement or statements required thereof as also the relevant documents relating to the Credit Facility.
11. That "Bank" shall, in respect of the Credit Facility, exercise due diligence in recovering the dues, and safeguarding the interest of SFAC.
12. That for invoking the guarantee, "Bank" undertakes to submit to SFAC an Application in such form as may be specified by SFAC and furnish such other information as may be required of us by SFAC
13. That "Bank" shall secure for the SFAC or its appointed agency the right to inspect the business and factory premises and books of account of the Borrower if and when considered necessary by SFAC.
14. That "Bank" shall secure for SFAC or its appointed agency the right to list the Defaulted Borrowers name and particulars on the website of SFAC.
15. That notwithstanding anything to the contrary contained in the Scheme, if any loss occurs in respect of the Credit Facility due to actions / decisions taken contrary to or in contravention of the guidelines issued by SFAC, or if any misrepresentation or concealment of facts is found leading to undue favour to the concerned FPC, "Bank" shall not make and shall not also be entitled to any claim on SFAC in respect of the said Credit Facility.
16. That all applications, documents, receipts, statements and other papers shall be signed on behalf of "Bank" by the Chief Executive Officer or by other persons in its employment authorised by "Bank" to sign all such applications, documents, receipts, statements and other papers and that any irregularity in the signature, or want of authority of the persons so signing shall not in any way affect or prejudice the rights of SFAC or affect "Bank's" liability in respect thereof.



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17. That all data, including applications, periodical returns, funds transfer, updated or transferred to the SFAC in the electronic form, shall be deemed to be signed on behalf of "Bank" by the Chief Executive Officer or by other persons in our employment who shall be deemed to be authorised by "Bank" to sign all such applications, documents, receipts, statements and other papers and that any irregularity in the use of member-id, or want of authority of the persons so signing shall not in any way affect or prejudice the rights of SFAC or affect Bank's liability in respect thereof.
18. That "Bank" shall introduce and follow such Accounting arrangements as may be necessary or as may be required by SFAC or take such other steps as may be necessary or expedient for protecting its interests in respect of the outstanding balances on account of Credit Facilities in regard to which SFAC's guarantee is invoked by it.

19. Guarantee Fee

- (i) "Bank" shall pay the Fee payable to SFAC for Guarantee Cover under the Scheme as a onetime Guarantee Fee calculated @ 0.85% of the sanctioned Credit Facility, subject to a maximum of Rs. 85,000/- (Rs. Eighty Five Thousand only.)
- (ii) The Fee shall be paid upfront to SFAC by "Bank". The payment shall be made within thirty days from date of approval of the Guarantee or such date as specified by SFAC, failing which the Guarantee is liable to become void unless and until its continuance is specifically approved by SFAC.
- (iii) As on the date of payment of Guarantee Fee, "Bank" shall certify that :
- (a) Any dues of the FPC Borrower to the lending institution have not become overdue and/or is not an overdue/NPA credit facility taken over and/or /is not a Credit Facility which has been rescheduled or restructured on becoming overdue;
- (b) The business or activity of the borrower for which the credit facility was granted has not ceased.
- (c) The credit facility has not been utilized, wholly or partly, for adjustment of any debts deemed bad or doubtful of recovery.

20. Annual Service Fee

- (i.) In addition to onetime Guarantee Fee, an Annual Service Fee of 0.25% per annum or such other rate or limit as may be decided from time to time per loan account shall be paid by "Bank" to keep the Guarantee of SFAC live.
- (ii.) The decision of passing on the incidence of Guarantee Fee and Annual Service Fee to the Borrower is left to the discretion of "Bank".
- (iii.) The Annual Service Fee should be paid by the 31st of May each year. The fee for the last year of the tenure of the Guarantee Cover shall be paid on pro rata basis for the period till the date of expiry of guarantee.
- (iv.) In the event of non-payment of Annual Service Fee by the due date, the Guarantee under the Scheme shall not be available to "Bank" unless SFAC agrees for continuance of Guarantee and "Bank" pays penal interest on the Annual Service Fee due at a rate of 1% above the rate charged by the "Bank" on the Credit Facility, or at such rate as is specified by SFAC from time to time, for the period of delay. The Guarantee shall stand restored on receipt of such payment and shall be deemed to have been in continuance without break.

Provided that in the event of non-payment of Annual Service Fee within the stipulated time or such extended time as may be requested by "Bank" and allowed



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