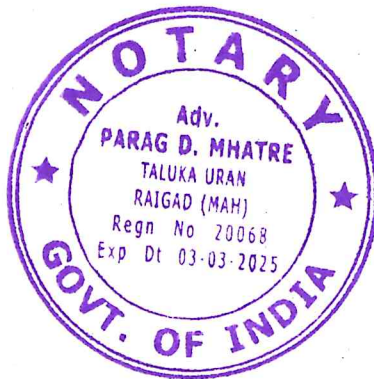


महाराष्ट्र MAHARASHTRA

2023

CA 551804



AGREEMENT

123 APR 2024

This Agreement is executed on this ----- day of -----, 2024

BETWEEN

JAWAHARLAL NEHRU PORT AUTHORITY, a Major Port Authority constituted under the Major Port Authorities Act 2021, having its office at Administration Building, Sheva, Navi Mumbai- 400 707 (hereinafter referred to as "JNPA" / "First Party", which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest and permitted assigns); of the first part

AND

SAMBHAVANA having its registered office 6, Sumangal Co Op Housing Society, Airoli, Navi Mumbai, Maharashtra 400708 (hereinafter referred to as



4 APR 2024

प्रश्नोत्तर-२

- १ मुद्रांक विली नोंदवही अनुक्रमांक/दिनांक
- २ दर्ताचा प्रकार
- ३ दस्त नोंदणा बाबत आहित का ? होय/नाही
- ४ मिळकतीचे धाडल्यात वर्णन
- ५ मुद्रांक विकत घेणाऱ्याचे नाव व सही
- ६ हस्ते असल्यास घेणाऱ्याचे नाव, पत्ता व सही
- ७ दुसऱ्या पक्षकाराचे नाव
- ८ मुद्रांक शुल्क रक्कम
- ९ परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रेत्याचे नाव

377/2024
कॉपी

मे. २७.४.२०२४ नॉटरी पब्लिक म. २४०२३९

कॉपी

5-7000

सौ. नुतन हेमंत पराडकर

स्टॅम्प व्हेंडर उरण परवाना नं.-१/९९-२०००

उरण पोलीस स्टेशन जवळ, तहसिल कार्यालय आवारा बाहेर, उरण, नवी मुंबई.
उया कारणासाठी ज्यांनी मुद्रांक खरेदी केले, त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे

GOVT.

"**SAMBHAVANA**"/ "Second party" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to include its successors and permitted assigns); of the other part.

JNPA and **SAMBHAVANA** shall hereinafter be collectively referred to as the "**Parties**",

WHEREAS, JNPA, a Major Port Authority has to allocate and invest funds in notified Projects/Programs/Activities, either directly or through a specialized agency, as part of its Corporate Social Responsibility (CSR) obligation as contained under the provisions of the Major Port Authorities Act 2021, Major Port Authorities (Corporate Social Responsibility) Rules 2021 and the Corporate Social Responsibility (CSR) Guidelines as issued by Ministry of Ports, Shipping & Waterways from time to time.

WHEREAS **SAMBHAVANA** has submitted a proposal to JNPA for funding of its Project namely "Setting up Mini Science Centre which is an educative, innovative and systematic instrument designed to teach and learn Science and Maths in a simple and innovative way in five schools in Uran Block in Raigad District" from the CSR funds, (herein after referred to as the "Project").

WHEREAS the project **SAMBHAVANA** primarily is for Setting up Mini Science Centre which is an educative, innovative and systematic instrument designed to teach and learn Science and Maths in a simple and innovative way in five schools in Uran Block in Raigad District.

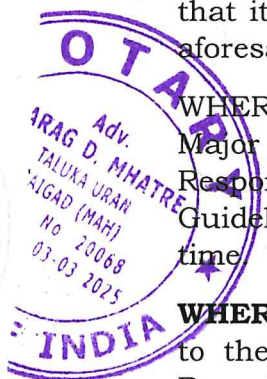
WHEREAS the Second party has represented and confirmed to the First Party that it is eligible to receive funds from First Party under CSR funding for its aforesaid Project under the applicable guidelines and law.

WHEREAS the Project qualifies for CSR Funding as per the provisions of the Major Port Authorities Act 2021, Major Port Authorities (Corporate Social Responsibility) Rules 2021 and the Corporate Social Responsibility (CSR) Guidelines as issued by Ministry of Ports, Shipping & Waterways from time to time

WHEREAS the Board of the JNPA has approved to provide financial assistance to the second party for the aforesaid Project from the Corporate Social Responsibility(CSR) funds, on mutually agreed terms and conditions,

NOW THEREFORE in consideration of the aforesaid and the mutual agreement between the Parties, the Parties hereby agree as follows:

1. JNPA shall provide financial assistance totalling to **Rs. 27,56,000/-** to Second Party/ **SAMBHAVANA** for its Project Setting up Mini Science Centre which is an educative, innovative and systematic instrument designed to teach and learn Science and Maths in a simple and innovative way in five schools in Uran Block in Raigad District under CSR funding. The above Financial assistance shall be provided in **3** installments through ECS subject to achievement of milestones and compliance of conditions as set out by JNPA are attached herewith at Annexure-I.



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2. The Project shall be completed in **12 months** from the date of signing of the Agreement by the Second Party. The detailed responsibilities of **SAMBHAVANA** are mentioned in Annexure -II. Any extension request may be considered by JNPA at its discretion and JNPA shall also have the right to reject the same without assigning any reason whatsoever and in which case the directions issued by JNPA regarding the utilization or returning the funds released by JNPA shall be binding on the second Party.
3. **SAMBHAVANA** shall utilize the funds released by JNPA only for the purposes for which it is being granted by the First party/JNPA under this agreement. The Second Party shall submit the Utilization Certificate duly signed by its Chartered Accountant after receipt of each installment and shall maintain records of receipt and expenditure related to the Project which is the subject matter of this Agreement.
4. After the completion of the Project, **SAMBHAVANA** shall submit Project Completion Report with fund utilization certificate to JNPA duly audited and signed by its chartered accountant/Auditor.
5. **SAMBHAVANA** shall maintain activity cum progress report on usage of the funds, assets created and progress of the Project and furnish the same to JNPA as and when requested.
6. **SAMBHAVANA** agrees that it shall not transfer or create any interest in any part of the Funds, and/or any assets created/purchased from the Funds so received from JNPA, to any other person/entity, without the prior written consent of JNPA.
7. In case of any unutilized grants, the same shall be returned to or utilized in the way as suggested by JNPA.
8. JNPA may any time at its own cost conduct Impact Assessment study or any other study or audit regarding usage of JNPA funds in the Project. **SAMBHAVANA** shall provide all the necessary records and assistance as sought by the Impact Assessment Agency/other party/Auditor so appointed by JNPA.
9. The Second Party shall not obtain funds from any other entity for the same Project without prior written consent of JNPA.
10. **SAMBHAVANA** shall be solely responsible for implementation of the Project and functioning of the same including employment/engagement in any capacity of any employee/personal/workforce in the Project. JNPA shall in no manner will be liable for any claim or action arising out of the working of the Second Party or the above Project of the Second Party. The Second Party hereby undertake to keep JNPA indemnified against all claims, demands, actions which might arise in connection with the above Project or otherwise from its working.
11. **SAMBHAVANA** shall be solely responsible for ensuring **compliances** of all applicable law/statute/rules/regulations/guidelines in relation to the above Project. JNPA shall in no manner will be liable for any claim or penalty or alike arising out of any action or inaction or noncompliance of any applicable law/ statute/ rules/ regulations/ guidelines in relation to the above Project by the Second Party. The Second Party hereby undertake to keep JNPA indemnified against all



claims, demands, penalties, actions etc which might arise in connection with any action or inaction or noncompliance of the applicable law/statute/rules/regulations/guidelines or otherwise by the second party in relation to the above Project.

12. **SAMBHAVANA** agrees to indemnify and hold harmless, at all times, JNPA and its directors, officers, employees, representatives against all civil and criminal liabilities, demands and/or claims whatsoever including for negligence of any kind, and also against any losses, damages or expenses suffered or incurred by JNPA for any reason whatsoever in relation to functioning of **SAMBHAVANA** and/or implementation of this Project.
13. Under this Agreement, the liability of JNPA shall be limited only to the grant of financial assistance in the nature of transaction in money to **SAMBHAVANA** for this project subject to terms and conditions as contained under this agreement and JNPA shall have no liability or responsibility of any kind whatsoever.
14. **SAMBHAVANA** is not the agent or representative or contractor of JNPA. The second Party is an independent entity and shall execute the Project in its independent capacity.
15. JNPA shall have the right to monitor the progress of the Project and may depute its officers or representatives to visit the actual Project site and the office of second party for inspection of its books of accounts, audit the accounts to ascertain the utilization of funds and for inspection of the progress made in the Project at any time for which **SAMBHAVANA** shall provide all assistance and cooperation. Any lapses found during the inspection shall be brought to the notice of **SAMBHAVANA** who shall, immediately upon receipt of such notice, reply to JNPA the reason for such lapses and shall immediately rectify the lapses, failing which JNPA shall have the right to stop the release of funds to **SAMBHAVANA** and report the matter to the concerned Ministry/Relevant Statutory Authorities, including any other action as may be deemed fit by JNPA and also recall the financial assistance granted to the Second Party. JNPA shall also be at liberty to take any other action as it may deem fit as per law.
16. This Agreement shall come into force from the date of signing and shall remain valid for a period of **12 months** unless terminated earlier by the Parties as per terms of this agreement. The Agreement may be extended by the Parties for such further period as may be mutually agreed.
17. In the event of either party being unable to perform any obligation required to be performed by them under the contract due to Force Majeure events, the relative obligation/performance of the party affected by such Force Majeure event shall be suspended for the period for which Force Majeure exists, The party claiming Force Majeure will inform the other party about the occurrence of force majeure event within 7 days. "Force Majeure" shall mean to include any event or condition or a combination of both which is unavoidable, unpredictable and unattributable to any default by the affected party and beyond the control of the affected party and which makes it



Handwritten signature

impossible for the affected party to perform its obligations under this Contract and subject to above includes acts of God, war, civil commotion, fire, earthquake, flood or storm, terrorism, epidemics.

18. If force majeure continues for a period more than 6 months then the agreement can be terminated by either of the parties.
19. This agreement shall automatically terminate on the expiry of the period of **12 months** from the date of signing of this Agreement as provided in the clause above unless extended by the Parties by mutual consent.
20. In the event of Funds not being used by the Second Party for the purposes for which it was granted or any Lapses or defaults are noted by JNPA in utilization of funds or execution of the Project by the **SAMBHAVANA**, JNPA shall have the right to terminate this agreement forthwith and take action as per law against the second party and the person concerned.
21. In the event of termination of the Agreement, **SAMBHAVANA** shall forth with transfer back the unutilized funds to JNPA. Also, JNPA shall have the right to take action against the second party for any default or non-compliance as per law.
22. JNPA can terminate the agreement by giving 30 days' notice. In case of termination request by second party under this clause apart from 30 days' notice the second party has to submit utilization certificate for the funds released by JNPA and satisfy JNPA regarding the bonafides for seeking termination and the agreement may be considered for termination by JNPA on such terms and conditions as JNPA may deem fit and proper.
23. The Second Party shall take prior approval of JNPA before making any change in its constitution or in its management.
24. In case there is any debarment /blacklisting order/Liquidation or penalty order or alike is passed against the second party, the second party shall forthwith intimate the First Party about the same.
25. In case of termination of the agreement due to any wilful noncompliance/abandonment /default/lapse or non-submission of utilization certificate or there is reasonable apprehension of any misappropriation of fund, or fraud, or at any stage it is found that the documents/certificates/information submitted by the **SAMBHAVANA** are false or forged or if any misleading information is provided by second party or any unlawful means are used by the second party, JNPA reserves its rights to terminate the agreement forthwith and take action as per law as it may deem fit including blacklisting of the second party.
26. The Second Party shall comply and abide by all directions and guidelines as issued by Ministry of Ports, Shipping & Waterways and JNPA from time to time.
27. The Parties to this agreement may amend the terms of this agreement. Any amendment to this Agreement shall be valid and binding on the Parties only if it is made in writing and signed by duly authorized representatives of each Party.



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28. **Notices:** All notices and other communications for the purposes of this agreement shall be addressed to the representative of each Party details whereof are as set forth below-

- (i) For First Party/JNPA
General Manager (Administration)
Administration Building, Sheva, Navi Mumbai- 400 707
Email: gmadmin@jnport.gov.in
- (ii) For Second Party / **SAMBHAVANA**
Designation & Name: MR. JASMIR THAKUR (Secretary & E.O)
6, Sumangal Co Op Housing Society, Airoli, Navi Mumbai, Maharashtra 400708.
Email:
jasmirthakur@gmail.com/jasmir@samabhavanasociety.org

29. Resolution of Disputes:

Any civil dispute or difference arising between the Parties out of or in connection with this Agreement including the validity thereof shall at first instance be resolved amicably through negotiations or discussions between the Parties. If the dispute remains unresolved, then the same shall be taken up by the Heads of either of the parties or their duly authorized representatives; who shall strive to resolve the dispute amicably failing which the same shall be referred for resolution through Arbitration by Sole Arbitrator to be appointed by mutual consent of the parties. The Arbitration & Conciliation Act 1996(as amended) shall apply.

30. Governing Law and jurisdiction:

This Agreement shall be governed and construed in accordance with the laws of India. The courts in Mumbai shall have exclusive jurisdiction over any matter arising out of this Agreement.

31. Survival of Terms:

The clause on "Indemnity", "Dispute Resolution", "Governing Law and Jurisdiction" will survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties agree and execute the above Agreement.

For and on behalf of "JNPA"

For and on behalf of "SAMBHAVANA"

Sidharth Ushade
Sidharth Ushade

Witnesses:
BEFORE ME

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Adv. PARAG D. MHATRE
Notary Govt. of India
Regn. No. 2068, Raigad (MAH.)

This document is noted at
Sr. No...115.../23/4/2024
Notarial Register.

For SAMABHAVANA

[Signature]
Secretary

Witnesses:

1 *Sadanand Shetty*

2

Anandhar
[Signature]



Annexure-I

TERMS & CONDITIONS INCLUDING SCOPE OF WORK:

The detailed terms and conditions including scope of work is placed below:

SAMABHAVANA organization will setup Mini Science Centre in 5 schools in Uran.

SAMABHAVANA organization will impart training to teachers to implement the project in 5 schools in Uran.

SAMABHAVANA will be undertaking project as follows:

Project Matrix

ACTIVITY	PROCESS NARATIVE	Means of Verification
IDENTIFICATION	Identification and geography will be in proposal along with requisite documents from various agencies DATA collated: <ul style="list-style-type: none">• School location.• Room availability as per out lay plan.• Letter of acceptance.• Student's strength in school.	The documents supporting this activity is: <ul style="list-style-type: none">a. School letter.b. Pics of pre Mini Science Centre school and room.c. Gender segregation details. This report will be known as School Identification Report, included in the proposal.
INSTALLATION	The installation team proceeds to the location and completes the installation. The Installation team takes picture of the room of pre & post installation and a letter of successful installation and handing over materials/documents.	The documents supporting this activity is: <ul style="list-style-type: none">a. Pre room set up picture.b. Post room set up picture.c. Letter from school of completion of installation of MSC with (65 models, 33 backdrops + 1 safety measure board =34, 1- Teachers manual, 65 placards of models). This will be known as Installation report.
Teachers Training Program- 1st. Teachers Training Program- 2nd.	Trainer's team gets in touch with School authorities-Principal & teachers schedules the training date & venue. 72 hours before training - reconfirmation is taken	The documents supporting this activity is: <ul style="list-style-type: none">a. Call sheet.b. Whatsapp group snap shot.c. Goal set document for output.d. Teacher's attendance sheet of training.

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	<p>from principal and teachers. Initiate training, the training consists of :</p> <ol style="list-style-type: none"> 1) Orientation of Model (attached Training flow document). 2) Usage as per concepts and its 5 daily usage. 3) Mapped document of Model with curriculum (attached 65 Models mapping with Curriculum). 4) Establish topics and usage as per the timetable. 5) Explain follow up process → Phone calls. → Whatsapp support group formation. 6) Expected output from teachers of documentation of usage, as they are plug and play and can be taken to class for demonstration and explanation (Attached Pictures and Video). 7) Register of Mini Science Centre (MSC), as they are plug and play and can be demonstrated in class during the concept clarity. 8) Identify and prioritize issues to be dealt by teachers. 9) Set up goals for best practice documentation. 10) Inform about Monitoring & Evaluation (M&E) visit and process. <p>The same above process is follow for 2nd Teachers training post.</p>	<p>e. Pictures and Videos (if possible).</p> <p>This report will be known as 1st Teachers Training program report.</p> <p>The above same data will be part of the 2nd Teachers Training Program report.</p>
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<p>Monitoring & Evaluation- 1st Monitoring & Evaluation- 2nd Visit (1st Year baseline).</p>	<p>The M&E officer initiates the M&E visit with getting in touch with Principal & teachers of the visit and the same is updated on the whatsapp group. Reconfirms the same 72 hours before departure. The Monitoring & Evaluation consists of: Collating data on:</p> <ul style="list-style-type: none"> • Nos of students per class/division. • Foundational skills for progressive improvement. • Gender segregation. <p>Finalized questionnaire for Principal, Teachers and Students</p> <p>The Principal and teachers questionnaire will be qualitative, students will be quantitative and qualitative with Focus Group Discussion (FGD) and In-depth Interview (IDI). The students quantitative tools will be:</p> <ol style="list-style-type: none"> 1) Fill in the blanks. 2) Match the columns. 3) Questions and 3 options. 4) Pictorial identifications of models. <p>Qualitative: FGD and IDI lead questions will be framed for students on actual usage in class and Mini Science Centre. The same above process is followed for 2nd M&E (1st Year Baseline). The 2nd M&E will be the 1st year baseline and based on the goal set data will be captured in the 2nd set of questionnaire, which will be developed.</p>	<p>The documents supporting this activity is:</p> <ol style="list-style-type: none"> a. Call sheet. b. Whatsapp group snap shot. c. Questionnaire. d. Notes of FDG & IDI. e. Pictures and Videos (if possible) f. Raw data in excel. g. Draft M&E report for EY comments. h. Finalized M&E report. <p>This report will be known as 1st M&E report. The above similar process will be used for 2nd M&E (1st year baseline report).</p>
<p>Maintenance</p>	<p>The maintenance team will visit the school after the 1st M&E visit. The team will notify the school of visit and</p>	<p>The documents supporting this activity is:</p> <ol style="list-style-type: none"> a. Pictures of repaired model b. Pictures of replaced model

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	reconfirm 72 hours prior to departure The maintenance will undertake: I. Repairing and Replacement as and where required. II. Re-clean the premises. The free maintenance is for 1 st year only, year 2 onwards will be charged.	c. Signed report of maintenance from Principal/Teacher This report will be known as Maintenance report.
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Budget:

The total financial implication of the project is **Rs.27,56,000/- (Rupees Twenty Seven Lakhs Fifty Six Thousand only)**.

Details of the budget which has been approved for the project as follows:

Sr. No.	Budget Head	Rates per unit	No. of units	Amount
PART A (ACTIVITIES AND PROGRAMS)				
1	Mini Science Centre	4,25,000	5	2125000
2	Teacher Training Program	25,000	5	125000
3	Monitoring & Evaluation	25,000	5	125000
4	Annual Maintenance Cost	0	5	0
5	Infrastructure	50,000	5	250000
	Sub total			2625000
PART B (ADMINISTRATIVE COST)				
6	Sambhavana Admin cost	26200	5	131000
	Sub total			131000
	Total Budget			2756000

Payment Milestone:

Installment	Milestone	% Amount to be released	Documents to be submitted
1 st Installment	On approval of project and signing of MOU/Agreement, Commencement of work.	40%	Copy of signed MOU/Agreement.
2 nd Installment	After utilization of 1 st installment.	40%	<ul style="list-style-type: none"> • Demand letter • Fund utilization certificate of 1st installment signed by CA with UDIN number. • Project progress report (of completion of 40%)



			work) including Photographs, Video, copy of bills etc. • Visit by JNPA representatives for evaluation.
3 rd Installment	After utilization of 2 nd installment.	20%	• Fund utilization certificate of 2 nd installment signed by CA with UDIN number. • Project progress report (of completion of more 40% work) including Photographs, Video, copy of bills etc. • Visit by JNPA representatives for evaluation.

Annexure-II

Roles and Responsibilities of the Organisation/Agency:

1. Keep separate ledger account to manage funds received and payments made in relation to the Project.
2. Implementation of the entire Project as per Annexure-1.
3. Monitoring of the Project with regard to quality of work.
4. Ensure the funds disbursed are being used solely for the purpose of the project for the intended beneficiaries.
5. Any interest generated out of the funds received for this project would be ploughed back into the project. The proof of the same shall also be provided by the Agency.
6. Ensure timely compliance to the proofs to be submitted as per milestone linked payment plan.
7. Ensure timely submission progress report as and when requested.
8. The **SAMBHAVANA** shall provide a video documentary of 5 to 7 minutes, besides still pictures of before commencement and after completion with geo tagging from **SAMBHAVANA** as part of completion report for all projects.
9. In case of a construction project the total plinth area (floor wise) of the building to be constructed, must be mentioned. For purchase of any capital item, specification with number and other details if any, should be mentioned in the Agreement.
10. OTHER CONDITIONS:
 - (a) Additional cost, if any, over and above the lump sum project cost would be borne by **SAMBHAVANA**.
 - (b) Kindly provide fund utilization certificate certified by CA (with UDAI number) after completion of each installment.

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