

15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 314

29-01-2024 - ൽ മറുപടിയ്ക്ക്

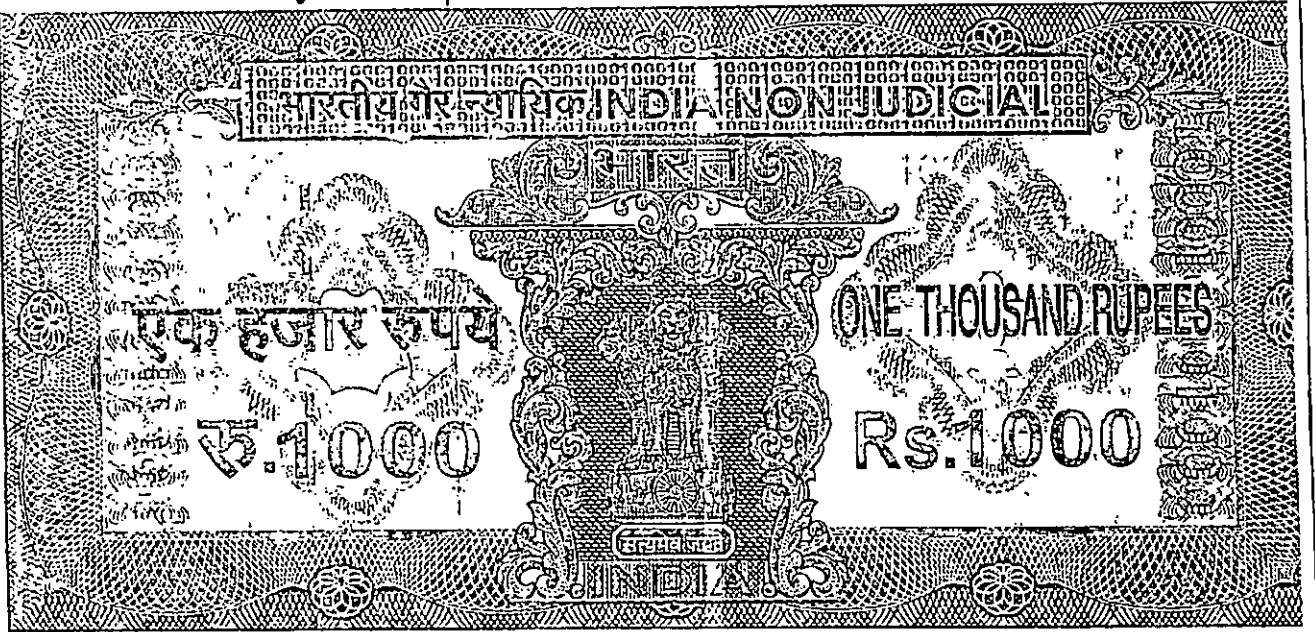
സംഭരിക്കുന്ന നെല്ലിന് നേരിട്ട് പണം നൽകുന്ന സംവിധാനം

ചോദ്യം		ഉത്തരം	
ശ്രീ. ടി. ജെ. വിനോദ്		ശ്രീ ജി ആർ അനിൽ (ഭക്ഷ്യ-പൊതുവിതരണ വകുപ്പ് മന്ത്രി)	
(എ)	സപ്ലൈകോ വഴി നെല്ല് സംഭരിക്കുമ്പോൾ പണത്തിന് പകരം കർഷകർക്ക് പാഡി റസീപ്റ്റ് ഷീറ്റ് നൽകി ബാങ്കുകൾ മുഖേന ലോണായി നെല്ലിന്റെ സംഭരണ വില നൽകുന്നതിന് സർക്കാരം ബാങ്കുകളുമായി ഉണ്ടാക്കിയ കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കുമോ;	(എ)	എസ്.ബി.ഐ, കാന്നറാ ബാങ്ക്, ഫെഡറൽ ബാങ്ക് എന്നിവയുമായി സപ്ലൈകോ ഏർപ്പെട്ടിട്ടുള്ള കരാർ പത്രത്തിന്റെ പകർപ്പുകൾ അനുബന്ധമായി ചേർക്കുന്നു.
(ബി)	സ്വന്തമായി ഉല്പാദിപ്പിച്ച നെല്ലിന്റെ വില കർഷകന് ലോണായി നൽകാൻ തീരുമാനിച്ചത് ഏത് സാഹചര്യത്തിലാണെന്ന് വ്യക്തമാക്കുമോ; പ്രസ്തുത ലോണിന്റെ തിരിച്ചടവ് സംബന്ധിച്ച് കരാറിൽ ഉൾപ്പെടുത്തിയിട്ടുള്ള വ്യവസ്ഥകൾ എന്തൊക്കെയാണെന്ന് വ്യക്തമാക്കുമോ;	(ബി)	<p>2014 ൽ അധികാരത്തിലിരുന്ന ഗവൺമെന്റ് ആണ് PRS വായ്പാസംവിധാനം കൊണ്ടുവന്നത്. ആ സമ്പ്രദായം തുടർന്നുപോരുകയാണ്.</p> <p>i) കർഷകരിൽ നിന്ന് നെല്ല് സംഭരണത്തിന് സംസ്ഥാന സർക്കാർ ചുമതലപ്പെടുത്തിയിട്ടുള്ള നോഡൽ ഏജൻസിയായ് സപ്ലൈകോ.</p> <p>സപ്ലൈകോയുടെ മേൽനോട്ടത്തിൽ കർഷകരുടെ കൃഷിയിടത്തിൽ നിന്ന് നെല്ല് സംഭരിച്ച്, കരാറിലേർപ്പെട്ടിട്ടുള്ള മില്ലുകൾ മുഖാന്തിരം അരിയാക്കി പൊതുവിതരണ സംവിധാനത്തിലൂടെ നൽകുന്നതിന് ഏകദേശം 6 മാസത്തിൽ കുറയാതെ സമയമെടുക്കുന്ന താണ്.</p> <p>ടി അരി (CMR) റേഷൻഷോപ്പ് വഴി വിതരണം നടത്തി 'അന്നവിതരണ' പോർട്ടലിൽ ആയതിന്റെ വിവരങ്ങൾ രേഖപ്പെടുത്തുന്നു. അതിനുശേഷം ആയതിന്റെ ക്ലെയിം തയ്യാറാക്കി മൂന്നുമാസത്തിലൊരിക്കൽ നൽകുമ്പോൾ മാത്രമാണ് നെല്ലിന്റെ താങ്ങുവില കേന്ദ്ര സർക്കാരിൽ നിന്ന് സപ്ലൈകോയ്ക്ക് ലഭിക്കുന്നത്.</p> <p>ഓരോ സീസണിലും നെല്ല് സംഭരണം മുതൽ കേന്ദ്ര സർക്കാരിൽ നിന്ന് ഫണ്ട് ലഭിക്കുന്നതിന് 6 മുതൽ 8 മാസം വരെ കാലതാമസം നേരിടുന്നുണ്ട്. 2022-23 ഒന്നാം സീസണിൽ സപ്ലൈകോ കർഷകരിൽ നിന്നും നെല്ല് നേരിട്ട് സംഭരിക്കുകയും നേരിട്ട് തുക കർഷകന് അക്കാണ്ടിൽ നൽകുകയും ചെയ്തിരുന്നു.</p>

		<p>കർഷകരിൽ നിന്നും സംഭരിക്കുന്ന നെല്ല് നേരിട്ട് മില്ലുകളിൽ എത്തിച്ച് അരിയാക്കി പൊതു വിതരണ സംവിധാനത്തിലൂടെ വിതരണം നടത്തുന്നു. ഇപ്രകാരം വിതരണം നടത്തുന്ന അരിയുടെ വിതരണ വിവരങ്ങൾ പൂർണ്ണമായും ലഭ്യമാക്കുന്നമുറയ്ക്ക് അവ കേന്ദ്ര സർക്കാരിലേയ്ക്ക് നൽകിയാൽ മാത്രമെ നെല്ല് സംഭരിച്ചതിനുള്ള കേന്ദ്ര വിഹിതം ലഭിക്കുകയുള്ളൂ. ഇപ്രകാരമുണ്ടാകുന്ന കാലതാമസം ഒഴിവാക്കുന്നതിനും നെൽകർഷകർക്ക് സമയബന്ധിതമായി സംഭരണ തുക ലഭിക്കുന്നതിനും വേണ്ടിയാണ് സപ്ലൈകോ പി.ആർ.എസ് വായ്പാപദ്ധതി ഏർപ്പെടുത്തിയിരിക്കുന്നത്.</p> <p>ii) PRS വായ്പ കരാർ അനുസരിച്ചു വായ്പ അനുവദിച്ചു 12 മാസത്തിനുള്ളിൽ പലിശ ഉൾപ്പെടെയുള്ള വായ്പ തുക സപ്ലൈകോ തിരിച്ചടയ്ക്കേണ്ടതാണ്. കാലാവധിക്കുള്ളിൽ വായ്പ തിരിച്ചടയ്ക്കാൻ കഴിഞ്ഞില്ലെങ്കിൽ കുടിശ്ശികയായ തീയതി മുതൽ അടവാക്കുന്ന തീയതി വരെ പീഴ പലിശ (കൂട്ടുപലിശ മാസനിരക്കിൽ) ഈടാക്കുന്നതാണ്. ഇതിനു പുറമെ മറ്റു ചാർജ്ജ്, ചിലവുകൾ എന്നിവ എന്തെങ്കിലും ഉണ്ടെങ്കിൽ അവയും അടവാക്കേണ്ടതായി വരുന്നതാണ്. PRS വായ്പകളുടെ തിരിച്ചടവ് സപ്ലൈകോ ഉറപ്പ് (guarantee) നൽകുന്നുണ്ട്. അനുബന്ധത്തിൽ വിശദമായി വ്യവസ്ഥകൾ പ്രതിപാദിച്ചിട്ടുണ്ട്.</p>
(സി)	<p>സർക്കാർ ലോൺ തിരിച്ചടയ്ക്കുന്നതിൽ വീഴ്ചവരുത്തിയാൽ ആയത് കർഷകന്റെ ബാധ്യതയായി കണക്കാക്കുമോ; ഇത് കർഷകന്റെ സിബിൽ സ്റ്റോറിനെ ദോഷകരമായി ബാധിക്കുന്നുണ്ടോ; സർക്കാർ ലോൺ തിരിച്ചടയ്ക്കാത്ത സാഹചര്യത്തിൽ കർഷകനുമേൽ ബാധ്യത നിശ്ചയിച്ച് ബാങ്കുകൾ ജപ്തി നോട്ടീസുകൾ നൽകിയിട്ടുണ്ടെങ്കിൽ എത്രപേർക്ക് ഇപ്രകാരം ജപ്തി നോട്ടീസ് ലഭിച്ചിട്ടുണ്ട്;</p>	<p>(സി) പി.ആർ.എസ് വായ്പാ പദ്ധതിയിൽ ബന്ധപ്പെട്ട ബാങ്കുകളുമായുള്ള കരാറിൽ സപ്ലൈകോയാണ് ഗ്യാരന്റർ (Guarantor). ആയതിനാൽ കർഷകർക്ക് പി.ആർ.എസ് വായ്പ വഴി നൽകുന്ന നെല്ലിന്റെ സംഭരണ തുകയുടെ മുതലും പലിശയും അടയ്ക്കുന്നത് സപ്ലൈകോയാണ്. ആയതിൽ കർഷകന് ബാധ്യത വരുന്നില്ല. പിന്നീട് ഈ തുക കേന്ദ്ര, സംസ്ഥാന സർക്കാരുകൾ സപ്ലൈകോയ്ക്ക് തിരികെ നൽകുന്നതാണ്.</p> <p>കേന്ദ്ര-സംസ്ഥാന വിഹിതമായി സപ്ലൈകോയ്ക്ക് ലഭ്യമാകുന്ന താങ്ങുവിലയിൽ നിന്നാണ് പി.ആർ.എസ് വായ്പാ പദ്ധതിയിൽ ബന്ധപ്പെട്ട ബാങ്കുകളുമായുള്ള കരാറിൽ സപ്ലൈകോയാണ് ഗ്യാരന്റർ (Guarantor). ആയതിനാൽ കർഷകർക്ക് പി.ആർ.എസ് വായ്പ വഴി നൽകുന്ന നെല്ലിന്റെ സംഭരണ തുകയുടെ മുതലും പലിശയും അടയ്ക്കുന്നത് സപ്ലൈകോയാണ്. ആയതിൽ കർഷകന് ബാധ്യത വരുന്നില്ല. പിന്നീട്</p>

		<p>ഈ തുക കേന്ദ്ര, സംസ്ഥാന സർക്കാരുകൾ സപ്ലൈകോയ്ക്ക് തിരികെ നൽകുന്നതാണ്.</p> <p>കേന്ദ്ര-സംസ്ഥാന വിഹിതമായി സപ്ലൈകോയ്ക്ക് ലഭ്യമാകുന്ന താങ്ങുവിലയിൽ നിന്നാണ് പി.ആർ.എസ് വായ്പാ പദ്ധതി പി.ആർ.എസ് വായ്പാ പദ്ധതിയിൽ ബന്ധപ്പെട്ട ബാങ്കുകളുമായുള്ള കരാറിൽ സപ്ലൈകോയാണ് ഗ്യാറന്റർ (Guarantor). ആയതിനാൽ കർഷകർക്ക് പി.ആർ.എസ് വായ്പ വഴി നൽകുന്ന നെല്ലിന്റെ സംഭരണ തുകയുടെ മുതലും പലിശയും അടയ്ക്കുന്നത് സപ്ലൈകോയാണ്. ആയതിൽ കർഷകന് ബാധ്യത വരുന്നില്ല. പിന്നീട് ഈ തുക കേന്ദ്ര, സംസ്ഥാന സർക്കാരുകൾ സപ്ലൈകോയ്ക്ക് തിരികെ നൽകുന്നതാണ്.</p> <p>പ്രകാരം കർഷകരുടെ നെല്ലിന്റെ വില നൽകുന്നത്. കേന്ദ്ര, സംസ്ഥാന വിഹിതം ലഭ്യമാകാൻ കാലതാമസം നേരിട്ടാലുകാരം കർഷകരുടെ നെല്ലിന്റെ വില നൽകുന്നത്. കേന്ദ്ര, സംസ്ഥാന വിഹിതം ലഭ്യമാകാൻ കാലതാമസം നേരിട്ടാൽ ബാങ്കി തിരിച്ചടവ് തുകയും, ആയതിന്റെ പിഴ പലിശസഹിതം തിരിച്ചടച്ച് കർഷകരുടെ “CIBIL Score” നെ ബാധിക്കാത്ത തരത്തിലുള്ള നടപടികൾ സപ്ലൈകോ സ്വീകരിച്ചിട്ടുണ്ട്. ഒരു വർഷത്തിനുള്ളിൽ തിരിച്ചടവ് നടത്തിയില്ലെങ്കിൽ മാത്രമാണ് പി.ആർ.എസ് വായ്പ കടിയടിക്കുകയെന്നത്. 2021-22 സീസൺ വരെയുള്ള വായ്പകൾ തിരിച്ചടച്ചിട്ടുണ്ട്. 2022-23 ലെ വായ്പകൾ തിരിച്ചടവ് നടത്തി വരികയാണ്.</p> <p>വായ്പ തിരിച്ചടയ്ക്കാത്ത കാരണത്താൽ ഇതുവരെ ജപ്തി നോട്ടീസുകൾ നൽകിയിട്ടില്ല.</p>
(ഡി)	<p>കർഷകർക്ക് അനാവശ്യ ബാധ്യത അടിച്ചേൽപ്പിക്കുന്ന പാഡി റസീറ്റ് ഷീറ്റ് സമ്പ്രദായം നിർത്തലാക്കി സംഭരിക്കുന്ന നെല്ലിന് നേരിട്ട് പണം നൽകുന്ന സംവിധാനം ഏർപ്പെടുത്തുമോ; വിശദാംശം നൽകുമോ?</p>	(ഡി) <p>സപ്ലൈകോയ്ക്ക് മതിയായ ഫണ്ട് ലഭ്യമാകാതെ വരുന്നതിനാലാണ് സംഭരിച്ച നെല്ലിന്റെ തെളിവായി നൽകിയിരിക്കുന്ന പി.ആർ.എസ് ഉപയോഗിച്ച് ബാങ്ക് മുഖേന കർഷകർക്ക് തുക നൽകുന്ന പി.ആർ.എസ് വായ്പാപദ്ധതി ഏർപ്പെടുത്തിയിട്ടുള്ളത്. നിലവിലെ സാഹചര്യത്തിൽ നേരിട്ട് പണം നൽകുന്ന രീതി സ്വീകരിക്കാൻ സാമ്പത്തികസ്ഥിതി അനുവദിക്കുന്നില്ല.</p>

സെക്ഷൻ ഓഫീസർ



കേരളം केरल KERALA

AA 504991

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED and CANARA BANK

for financing under

"Scheme for Loan Against Paddy Receipts to the Registered Paddy Growers"

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed at Kerala on this 22nd day of May 2023 between The Kerala State Civil Supplies Corporation Ltd. also known as "SUPPLYCO", a Kerala Government Company incorporated under the Companies Act, 1956, with its registered office at P.O. No. 2030, Maveli Nagar, Changanassery Road, Gandhi Nagar, Kochi-682 020, represented by its Additional General Manager (Finance) Mr. Suresh Kumar (Present: Shri. Deepu M.R. residing at Maruthy House, Chovva, P.O. Puzha, P.O. 682571, Thiruvananthapuram) also referred to as SUPPLYCO, and its representatives shall, unless repugnant to the context and meaning, include its successors and assigns on the one part,

1

The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



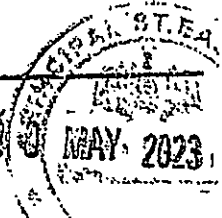
കേരള കാനറാ ബാങ്ക് CANARA BANK

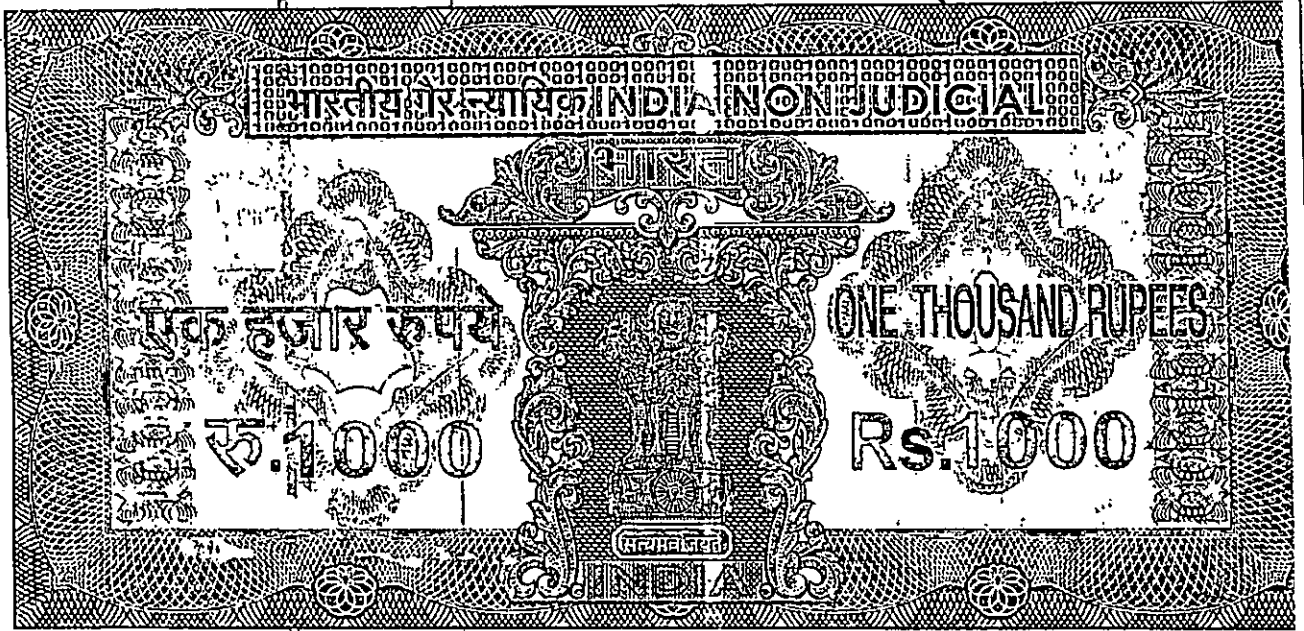
GEN. MANAGER
CIRCLE OFFICE, THIRUVANANTHAPURAM

18008 22/5/2023

Value Rs - 1000/- Issued to

A SURESH KUMAR





കേരളം കേരल KERALA

AA 504995

And

Canara Bank) a Body Corporate constituted under Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, and having its Head Office at Bangalore, Jayachamarajendra Road, Bangalore and having offices and Branches throughout India, represented by its General Manager (Present Sri S. Premkumar, residing at Canara Bank Building, 4th Floor, QTN No. 1, MG Road, CPO, Triuvandrum-695001) (hereinafter referred as the Bank" which expression shall unless repugnant to the context of meaning, includes its successors and assigns) of the Other Part.

The SUPPLYCO and Canara Bank are hereinafter collectively referred to as "Parties" and individually as "Party".

Whereas SUPPLYCO is the procurement agency appointed by the Government of Kerala vide its order no. G.O.(MS) No 207/2005/MS dated June 4th 2005 for the procurement of paddy from the paddy growers in Kerala under the decentralized food grain procurement scheme of Government of India.

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



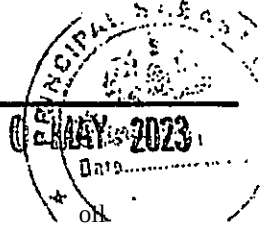
കൂടെ കേരളാ ബാങ്ക്
For CANARA BANK

മുഖ്യ പ്രവർത്തക / GEN. MANAGER
ബാങ്കിംഗ് ഓഫീസ്, തിരുവനന്തപുരം - 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM

15009 22-5-2022

Value Rs. 1000/- Issued to
Canara Bank, New Office

a. മൂലക്കു വില



The paddy procured by the SUPPLYCO is processed and prepared under a supply plan of the Kerala Food and Civil Supplies Department for distribution to the public through the Public Distribution System as per the directives of Government of India from time to time and various schemes of the Government of India.

SUPPLYCO procures paddy from the paddy growers registered with Minimum Support Price (MSP) announced by the Government of India from time to time. The registration and other processes are available through the Registration portal of SUPPLYCO, www.supplycoaddy.in (hereinafter also referred to as the portal) of the State Paddy Procurement Corporation by SUPPLYCO is paid by Government of India. SUPPLYCO then distributes its amount to the concerned paddy growers.

The Government of Kerala gives additional incentive to the State Bonus (SIB) to the registered paddy growers on the paddy procured, announced by Government of India from time to time. The SIB is also paid to the SUPPLYCO which in turn distributes this amount to the concerned paddy growers along with the minimum support price received from the Government of India.

On procurement of paddy from registered paddy grower, SUPPLYCO issues a Paddy Receipt Sheet (PRS). After processing the PRS and availability of funds, the SUPPLYCO releases the amount due to the paddy grower through his/her registered bank account if the payment to the paddy grower is delayed due to the delay in receipt of the fund from the Government of India and the Government of Kerala to SUPPLYCO, the farmers who have supplied their produce to the SUPPLYCO do not get their money in time, affecting the life and multiple preparations for the next crop and it may even force them to go for distress sale of produce to private buyers in the ensuing seasons.

The Government of Kerala vide order No. GO (R) No. 189/2023/14 & CSO dated 26.03.2023 has accorded sanction for providing loan amounting to Rs. 700 Crores on non-convertible bank against the Paddy Receipt Sheet (PRS) issued by SUPPLYCO and to enter into separate MOU with the bank as per the terms and conditions stipulated in the previous MOU entered for PRS scheme.

With the intention to prevent such an eventuality, the SUPPLYCO approached the bank to draw a scheme for giving short-term loan under Agriculture loan credit to the paddy growers registered with SUPPLYCO against the Paddy Receipt Sheet issued by SUPPLYCO to the registered grower on procurement of its produce and the Bank has agreed to the same on the terms and conditions contained herein.

The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



कृते केनरा बैंक
For CANARA BANK

पहिले केनरा केनरा
ब्रान्च म्यानेजर, निरुपम, 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

These loans shall be granted under the DPN Agriculture scheme of the bank which shall be operated through select branches of the bank which will be notified separately by the bank

1. Validity and Purpose

- 1.1 The validity of the scheme shall be till 31.03.2025 subject to annual review. Renewal of the scheme for further period shall be considered after a review of the performance under the scheme by the parties made it made clear that unless anything contrary expressed by 'SWP/CCD' it will be presumed that the 'SUPPLYCO' intends to continue the scheme for the entire period of this MOU, subject to Bank's annual review detailed in the MOU.
- 1.2 The purpose of this loan is to provide seed based short term post harvest credit to the registered paddy growers of the state whose produce has been procured by SUPPLYCO, as a stop gap arrangement till the procurement money is released
- 1.3 For the purpose of this scheme, a Farmer/Registered grower/Registered paddy grower shall mean an individual permanently residing in Kerala state and engaged in the cultivation of paddy crop and who has registered with the Kerala Civil Supplies Corporation Ltd for the procurement of paddy under the decentralized food grain procurement scheme of Government of India

2. Applicant

- 2.1 The loan applicant (hereinafter also referred to as the applicant or borrower) under scheme shall have the following eligibility traits:
- 2.2 The applicants should be registered grower as defined in para 1.3
- 2.3 The applicant should be an owner cultivator or lessee.
- 2.4 Age of the individual borrower shall be between 18 and 70 years. If he/she is above 70 years, the next of kin has to become a party to the loan

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



कृते केरा बँक
For CANARA BANK

महोदय
अंचल कार्यालय, तिरुवनंतपुरम - 695001
CIRCLE OFFICE, TIRUVANANTHAPURAM

14/AGER

3. Application Process

- 3.1 The applicant shall apply to any one of the participating banks to be under the Scheme for Loan Against Paddy Receipt Sheet to the Registered paddy growers irrespective of the number of PRS or registrations in his name
- 3.2 The applicant shall submit the loan application to the notified branch of the bank along with the documents prescribed by the bank
- 3.3 The information provided in the application should match with that provided in the SUPPLYCO registration.
- 3.4 The bank shall not accept the application of an applicant in respect of whom a charge is subsisting in the para based data of application, in favour of another financial institution

4. Sanction Process

- 4.1 On receipt of the documents, the Bank shall process the loaning terms of the guidelines issued by the Bank and sanction the loan if the applicant is not eligible for the loan in terms of Bank's guidelines, shall inform the applicant accordingly
- 4.2 To bring about an overall credit discipline in the portfolio, the bank agrees to observe the following additional criteria, over and above the due diligence as per the guidelines of the bank, in the lending process to the following categories of applicants,

4.3 Category I

- 4.3.1 A Registered grower who has on date of application, a Kisan Credit Card Limit for Short Term Seasonal Agricultural Operations (STS/AO) with the bank only
- 4.3.2 In such a case the bank shall sanction the DRN Agriculture loan based on the applicant's eligibility.

4.4 Category II

- 4.4.1 A Registered grower who has on date of application, his existing Kisan Credit Card limit with the bank and/or with one or more of the other financial institutions,
- 4.4.2 If the oldest of these existing limits with itself, bank itself shall proceed as applicable to category I.
- 4.4.3 If the existing Kisan credit card limits in other financial institutions are older than that of the KCC limit existing in the bank, the bank shall not sanction the DRN Agriculture loan, unless the other lenders convey their no objection

of The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



For CAMSFA BANK

महा प्रबन्धक / GEN. MANAGER
अंचल कार्यालय, तिरुवनन्तपुरम 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM

4.5 Category III

4.5.1 A registered grower who, as on date of application, is enjoying Kisan Credit Card limit with other Bank/financial institution

4.5.2 Other Bank shall not sanction the DPN loan unless the other lender conveys their unconditional No objection.

4.5.3 In case of other lender conveys their unconditional No objection the Bank shall sanction the DPN agriculture loan based on the applicants eligibility.

4.6 Category VV

4.6.1 A registered grower who, as on date of application, does not have any Kisan Credit Card limit with any financial institution

4.6.2 In such a case, the bank may extend need based finance.

4.7 Kisan Credit Card for this purpose shall be any fixed based revolving cash credit facility sanctioned for Short Term Seasonal Agricultural Operations (STSAO) under the revised Kisan Credit Card Scheme of the Reserve Bank of India and shall not include loans/Overdrafts secured by Gold Deposits. Only those Kisan Credit Card accounts reflecting in the Credit History of the applicant drawn from a Credit Information Company alone shall be taken into consideration.

4.8 If a financial institution informs the banking writing on a date subsequent to the date of application by the beneficiary, but before disbursement of the proceeds, that the applicant is having an existing Kisan Credit Card limit for Short Term Seasonal Agricultural Operations (STSAO) which is more than the Kisan Credit Card limit if any sanctioned by the bank, the bank shall cancel the sanction and its charge and inform the applicant, Supplyco and the aggrieved bank accordingly. In such a case, the bank shall not disburse the loan.

4.9 The bank may sanction the loan at its absolute discretion provided the applicant is eligible for the loan as per the guidelines of the Bank. The applicant is not entitled to claim the loan under this MOU as a matter of right.

of The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



കൂതം ക്യാമ്പസ് റോഡ്
For CAMARA BANK

മുഖ്യ മാനേജർ / GEN. MANAGER
കൂതം ഓഫീസ്, തിരുവനന്തപുരം 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM

5. Loan amount

- 5.1 The IDPN Agriculture loan shall be sanctioned as per the existing guidelines of the bank.
- 5.2 Maximum Permissible limit shall not exceed the amount specified in the PRS.

6. Documentation

- 6.1 Upon sanction the applicant shall execute the necessary documents as required by the Bank for availing the loan.
- 6.2 Stamp charges applicable to the documents executed shall be borne by the borrower

7. Security

- 7.1 Primary security for the loans sanctioned under the scheme will be the charge created in favour of the bank on the procurement money receivable by the borrower from SUPPLYCO
- 7.2 On execution of facilities under Bank, the Bank shall get its loan account number and the charge registered in the online registration portal www.supplycopaddy.in. The bank shall obtain a specific authorization in the prescribed format from the borrower to register the charge in the portal and upload its soft copy and other required information in the portal. The charge shall become valid only after it is registered in the portal
- 7.3 The loans shall be secured also by a Guarantees by the SUPPLYCO for the repayment of the loan amount with interest and other charges thereon for which purpose, the SUPPLYCO is entering into this memorandum of agreement with the Bank
- 7.4 The registered grower will also be personally liable as the borrower to repay the loan, for which purpose the bank will obtain necessary loan documents from the registered grower.
- 7.5 In case the applicant indulges in misrepresentation / forgery / deception or resort to any fraudulent ways to secure the loan he shall be dealt appropriately as per the Bank's norms and such instance identified shall be notified to the SUPPLYCO for legal recourse.

The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



For BANK

GEN. MANAGER
अंचल कार्यालय, तिरुवनन्तपुरम - 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM WURM

8. Disbursement

- 8.1 On completion of the physical procurement the SUPPLYCO shall issue the Paddy Receipt Sheet (PRS) to the registered grower and the Payment order to the bank
- 8.2 The bank shall disburse the proceeds of the DPN Agriculture loan only after getting the original/copy of the Payment Order duly issued by the SUPPLYCO and a copy of the PRS self certified by the registered grower. These two documents shall be retained by the bank as part of the loan documents. For enabling the bank to verify the genuineness of the Payment order, the SUPPLYCO shall provide specimen signatures of the officers authorized to sign the Payment orders.
- 8.3 The bank shall disburse the loan only if the borrower particulars and registered loan account number in the Payment order match with that of the bank. The bank may withhold the disbursement if any discrepancy is noted
- 8.4 The loan amount disbursed shall be the actual amount authorized in the Payment Order or the limit sanctioned whichever is lower
- 8.5 In case of category (I) (Clause 4.3) the proceeds of the DPN loan shall be first adjusted towards the KCCS loan outstanding and the remaining amount to the farmer's SB account.
- 8.6 In case of category (II) (Clause 4.4) After obtaining NOC from other banks the proceeds of DPN loan shall be first adjusted towards the KGS loan outstanding with CANARA BANK and the remaining amount may be credited to Farmer's SB account maintained with our Bank.
- 8.7 In case of category (III) (Clause 4.5) After obtaining NOC from other banks the proceeds of the DPN loan to be credited to the farmer's SB account maintained/opened with our Bank.
- 8.8 In case of category (IV) (Clause 4.6) the proceeds of the DPN loan shall be credited to the Farmer's SB account with our Bank.

9. Rate of Interest

- 9.1 The Rate of Interest applicable for the loans shall be as per the bank's existing guidelines
The rate of interest applicable is 8.75%

of The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



For CANARA BANK

GEN. MANAGER
സംവൽ കമ്പോളം, തിരുവനന്തപുരം - 695001
CIRCLE OFFICE, THIRUVANANTHAPURAM

10. Other Charges

10.1 The Bank shall not charge any processing fee, service charge or other than that is actually incurred as stamp duty.

11. Repayment

11.1 The loan shall be payable with interest and other charges within 12 months from the date of Sanction

11.2 On completion of the disbursement, the bank shall submit to SUPPLYCO its claim on the procurement amount due to the borrower which has been disbursed the DPN Agriculture loan

11.3 SUPPLYCO shall credit the amount payable as per the payment order along with the up-to-date interest and other charges to the loan account cited in the payment order on receipt of the procurement money from the State and Central Governments.

11.4 The credit balance in the loan account, if any, after recovering the dues of the bank, shall be passed on to the beneficiary.

11.5 In respect of the RRS where a change in the bank's favour has been registered in the portal, SUPPLYCO shall release the amount payable to the borrower only through crediting registered bank account cited in the payment order unless the bank gives its consent for the same

11.6 The SUPPLYCO hereby guarantees and undertakes to repay the entire loan amount to the Bank with interest and other charges, on or before the due date of the loan, irrespective of any delayed release/ non release/ partial release of the procurement money by the Governments to SUPPLYCO

12. Guarantee

12.1 In consideration of the Bank granting loan to the borrowers, SUPPLYCO unconditionally, absolutely and irrevocably guarantee/undertake the repayment of such loans and agrees with the Bank that the total liability ultimately enforceable against the SUPPLYCO under the guarantee shall not exceed of Rs 500 Crores (Rupees Five Hundred Crores only) plus interest thereon @ 7.5% per annum with 2% per annum interest @ 2% at monthly compounded rests from the date of demand by the Bank upon the SUPPLYCO for payment and expenses charges as debited in the account from time to time or at such other rates as may be specified by the Bank. SUPPLYCO further agrees with the Bank that the above amount of Rs 500 Crores (Rupees Five Hundred Crores only) is exclusive of interest, expenses, charges, debts as debited in the account from time to time and the demand made by the Bank in this regard shall be binding on SUPPLYCO

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



For C/NAFLS, BANK

GEN. MANAGER
CIRCLE OFFICE, THIRUVANANTHURUPURAM

- 13.1.5 The charge created shall reflect in the PMS and the order issued by the Supplyco
- 13.1.6 Provision in the portal to file disbursement details, amount disbursed, bank to which disbursed, account to which disbursed, date of disbursement
- 13.1.7 Provision in the portal for generating MIS details of the loans sanctioned by the bank, charge created in favour of the bank, payment orders issued in favour of the bank and the disbursement by the bank
- 13.1.8 SUPPLYCO shall facilitate the viewing of audit trail of the charge generated/amended/deleted in favour of the bank
- 13.2 For the above purposes, the SUPPLYCO shall permit access at appropriate level with necessary authorization to the officers of the bank

14. Redressal of Grievances raised by other financial institutions

- 14.1 If a financial institution is aggrieved about the sanction of the loan by the bank in terms of the additional criteria applicable to category II, applicants as described under para 4.3 to 4.5, the aggrieved institution may make a complaint in writing to the portal administrator of the SUPPLYCO, before the generation of the Payment order
- 14.2 The portal administrator shall block the generation of payment order for the concerned registered grower and refer the case to a grievance redressal committee constituted by SLBC under this scheme.
- 14.3 The committee shall decide on the case after hearing both sides. The SUPPLYCO shall act as per the decision given by the committee.

15. Disputes

- 15.1 If there is any dispute between the Parties, same shall be resolved amicably through mutual discussion.
- 15.2 If disputes are not resolved through mutual discussion, the competent court in the State of Kerala shall have jurisdiction to decide the said disputes.

16. Other terms and conditions

- 16.1 The SUPPLYCO shall also indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with any such default on the part of any of the borrower/s including legal proceedings taken against the borrower and SUPPLYCO for the recovery of the amount due from such defaulting borrowers in terms of the respective loan documents executed by them.

The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



For JANVARA BANK

GEN. MANAGER
 Circle Office, Thiruvananthapuram - 695001

16.2 The Bank shall exercise its general lien on the security, stocks, securities furnished by the borrower to the Bank to secure the loan

16.3 The Bank shall have full liberty without notice to the SUPPLYCO and without in any way affecting the liability under this agreement, to exercise, at any time and in any manner, any power reserved to the bank under the loan documents of or in order to ensure payment of loans or any part thereof or interest thereon or to the Bank from the Borrower or any of the remedies available to the Bank to enter into any composition or compromise with or grant time or any other indulgence to the Borrower/s. SUPPLYCO shall not be released from its liability under the agreement on account of any variation in terms of contract with Borrower/s. SUPPLYCO agree that their liability under this Agreement shall in no manner be affected by any such variations, alterations, modifications, waivers, dispensation with or release of security and that, no further consent of the SUPPLYCO is required for effecting or effecting such variation, alteration, modification, waiver, dispensation or release of security.

16.4 The liability under this agreement shall be enforceable against SUPPLYCO notwithstanding that any security consigned in any instrument executed or to be executed by the Borrower/s in favor of the Bank shall, at the time when the proceedings are taken against SUPPLYCO under this agreement, be outstanding or unrealized or lost

16.5 The SUPPLYCO hereby agree and give consent to the sale, mortgage or the prior, pari passu or second charge, release etc. of any of the assets by the borrower/s from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower/s from one unit to the other or to the release of assets by the Bank or whole or part of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as standing and continuing consent for each and every individual act of transfer, mortgage, release or lease of any of such assets of the borrower/s. The SUPPLYCO hereby declare and agree that a separate deed of such charge, transfer, mortgage, release or lease of any of such assets would be necessary in future

16.6 The terms of the agreement between SUPPLYCO and the Bank shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantor/s if any, or notwithstanding the release of the other or others from liability and notwithstanding that any time hereafter the other guarantor/s may cease for any reason whatsoever to be liable to the Bank

16.7 The liability of the SUPPLYCO under these presents shall be independent of the liability of the applicant/beneficiary of the loan.

for The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)



കൂനോ മേനോ ബാങ്ക്
For CANARA BANK

GENMANAGER
മുഖ്യ മാനേജർ, തിരുവനന്തപുരം - 695001
CHIEF MANAGER, THIRUVANANTHAPURAM

- 16.98 If the SUPPLYCO fail to repay the loan as per the loan agreement entered into by the Bank under these presents and if for any reason of whatsoever the Bank will resort to the normal recovery steps against the borrower and the SUPPLYCO jointly and severally, in accordance with Law.
- 16.99 This Memorandum of Understanding shall not restrict the right of the Bank in any manner either in getting any loan documents/acknowledgement of liability, etc, from the borrowers as required by the terms and conditions of the sanctioning and also in exercising any of the powers under the agreements by or on behalf of the respective borrowers.
- 16.100 The Borrower will be free to avail additional loans from the Bank. However the liability of the SUPPLYCO will be restricted to the liability recorded as registered by the bank in the online registration portal supplysupplycoaddy.in.
- 16.111 The Lender may disclose the information and data relating to credit facilities with full details of borrower / SUPPLYCO to one or more Credit Information Companies under Credit Information Companies (Regulations) Act 2005 or RBI or Credit Rating Agency or any authority/ company, in terms of RBI/Government guidelines.
- 16.112 Either Party can terminate this Memorandum of Understanding by giving 30 days notice to the other, provided that the termination of this Memorandum of Understanding shall not affect the rights and obligations accrued to either party prior to termination of this Memorandum of Understanding.
- 16.113 The SUPPLYCO and the Bank agree / acknowledge that either party shall not be restricted to enter similar agreements with any other institutions.
- 16.114 Any communication between parties shall be sent to the address stated above. Any notice/letter sent by either party shall be deemed to have been served on the other party, on delivery of the same to the other party.
- 16.115 Signatories represent that they are having necessary permission and sanction under their statutes/by laws to enter into this MOU on behalf of the parties.

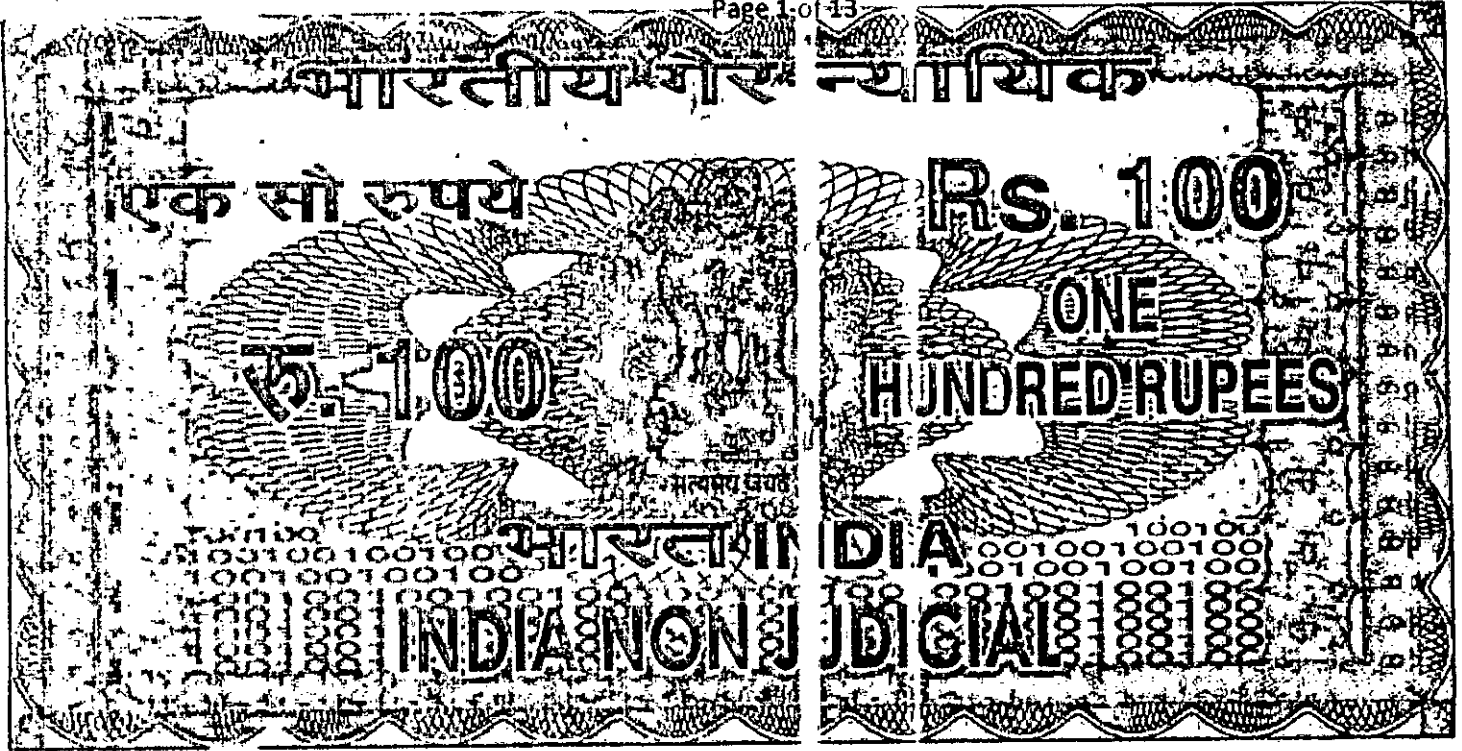
In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives, on this date first written.

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

For and on behalf of Supplyco

For and on behalf of Canara Bank



കേരളം കേരल KERALA

EA 888155

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED & STATE BANK OF INDIA INDIA
FOR FINANCING UNDER

"SCHEME FOR LOAN AGAINST PADDY RECEIPT SHEET TO THEIR REGISTERED PADDY GROWERS"

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed at Ennakulam on this 01st day of June 2023 between

The Kerala State Civil Supplies Corporation (K.S.C. (K.S.C.S.G.) also known as "SUPPLYCO", a Kerala Government Company incorporated under the Indian Companies Act, 1956, with its registered office at B.P.N. No 3/2036, Mavelia Bhavanji Maveli Road, Gandhi Nagar, 2 Kochi-682 02C, represented by Additional General Manager (Finance & Accounts) in charge (Pr. cont SISH D. DEEVAR, residing at Mattappilly, House, CHOWARA P, Dn Aluvan Ernakulam District, pin 688657) (hereinafter also referred to as SUPPLYCO which expression shall, unless repugnant to the context or meaning, includes its successors and assigns) of the one

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)
For and on behalf of SUPPLYCO

For THE FEDERAL BANK LTD.

ARAVIND K
Vice President (Business)
For and on behalf of The Federal Bank Limited

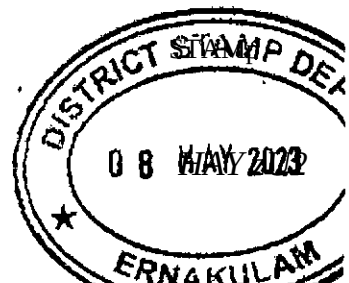
NO 12535 DATED 01.06.23

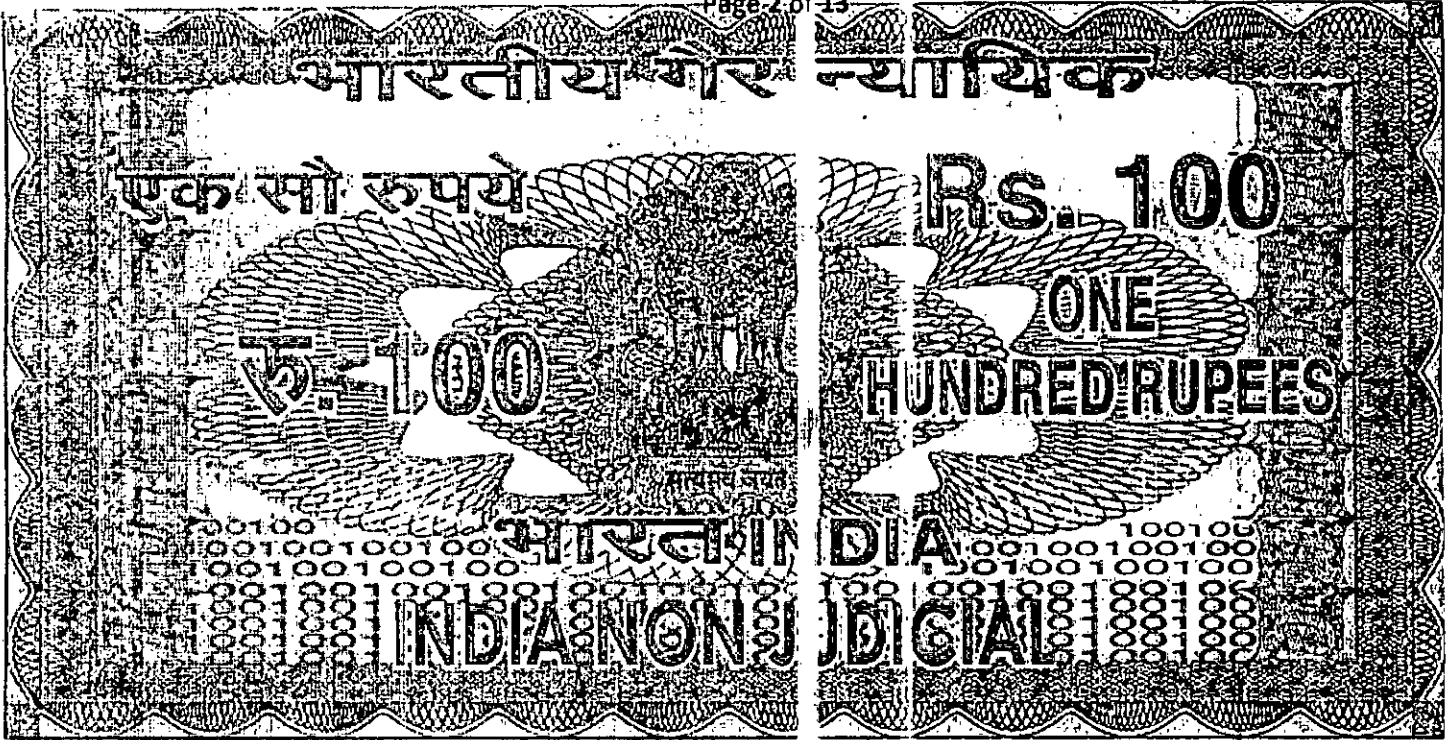
VALUED IN RS 00

SOLD TO The Federal Bank Ltd.

M.A. KUNN 886/EVI
HIGH COURT/MAND

Miriam Dreyer
Elevy





കേരളം KERALA

EA 898166

And

The Federal Bank Limited, a banking company within the meaning of Companies Act, 2013, having its registered office at Federal Towers, Avenue 01, 683101, Kerala and having offices and branches throughout India, represented by Shri K. Aravindan Vice President (Agri Business), Agri Business Dept, Federal Towers, Marine Drive, 20th Fl, 682031 (hereinafter referred to as the Bank which expression shall unless to the context or meaning thereof includes its successors and assigns) of the Other Part.

The SUPPLYCO and The FEDERAL BANK Ltd are hereinafter collectively referred to as "Parties" and individually as a "Party".

Whereas SUPPLYCO is the procurement agency appointed by the Government of Kerala vide its order no 00(GO/MS)/22/2005 FCS dt 2005 June 04th for the procurement of paddy from the paddy growers in Kerala under the decentralized food grain procurement scheme of Government of India.

The paddy produced by the SUPPLYCO is processed into par-boiled rice and supplied to the Kerala Food and Civil Supplies Department for distribution to the public through the Public Distribution System as per the direction of Government of India from time to time under various schemes of the Government of India.

For The Kerala State Civil Supplies Corporation Ltd.

For THE FEDERAL BANK LTD.

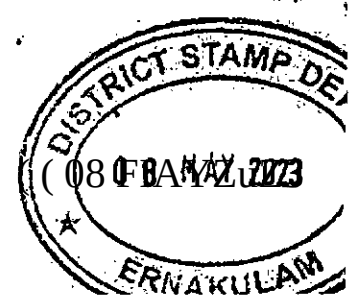
Additional General Manager (Finance)
For and on behalf of SUPPLYCO

For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

12536 DATE 01-5-23
VALUE OF RB. 00
SOLD TO The Federal Bank Ltd.

M.A. KUNJILU BEEVI
HIGH COURT VENDOR

Marina Drive
Ernam



SUPPLYCO procures paddy from the paddy growers registered with it at the Minimum Support Price (MSP) announced by the Government of India from time to time. The registration of paddy growers is done through the Online Registration portal of SUPPLYCO www.supplycoaddy.in (hereinafter also referred to as "the portal"). The cost of the paddy is borne by SUPPLYCO as paid by Government of India. SUPPLYCO in turn distributes this amount to the concerned paddy growers.

The Government of Kerala gives an additional incentive called State Incentive Bonus (SIB) to the registered paddy growers on the paddy procurement rates announced by it from time to time. The SIB is also paid to the SUPPLYCO which in turn distributes this amount to the concerned paddy growers along with the minimum support price received from the Government of India.

On procurement of paddy from registered paddy grower, SUPPLYCO issues a Paddy Receipt Sheet (PRS). After processing the PRS and availability of funds, the SUPPLYCO releases the amount due to the paddy grower through his/her registered Bank account. If the payment to the paddy grower is delayed due to the delay in receipt of the fund from the Government of India and the Government of Kerala to SUPPLYCO, the farmers who have supplied their produce to the SUPPLYCO do not get their money in time affecting their cash flow and preparations for next crop and may even be forced to go for distress sale of produce to private buyers in the lean sowing seasons.

Government of Kerala vide order No. G.O. (A) No. 39/2023, E & C dated 28.03.2023 has accorded sanction for providing loans against the Paddy Receipt Sheet (PRS) issued by SUPPLYCO and to enter into MOU by SUPPLYCO with SBI, Canara Bank and Federal Bank as per the agreed terms and conditions.

Based on the above, SUPPLYCO approached the Bank to draw a scheme for providing short-term loans under Agriculture Refinance to the paddy growers registered with SUPPLYCO, against the Paddy Receipt Sheet issued by SUPPLYCO on procurement of paddy and the Bank has agreed to the same on the terms and conditions mentioned herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

These loans shall be granted under the Paddy Receipt Sheet Loan Scheme of the Bank which shall be operated through selected branches of the Bank which will be notified separately by the Bank.

1. Validity and Purpose

1.1 The MOU with SUPPLYCO under the Scheme will be binding on all branches mentioned under the Scheme by various Branches of the Bank in Kerala with immediate effect.

For The Kerala State Civil Supplies Corporation Ltd.

For THE FEDERAL BANK LTD.

For and on behalf of SUPPLYCO
General Manager (Finance)

For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

upon execution of the documents interest on the amount of the loan shall be applied at the Repo Rate plus Spread with applicable taxes. Present Repo Rate 6.50% plus spread of 0.50% applicable interest rate is 9.00% per annum. It is hereby agreed that the inter applicable of any point of time during the tenure of the scheme shall not be less than other lending institutions participating in the scheme.

- 1.2 This scheme will be valid for a period of one year i.e., till 31st May 2024. Renewal of the scheme will be based on the decision of the consortium Banks.
- 1.3 The purpose of this loan is to provide need based short term post harvest credit to the registered paddy growers of the state whose produce has been procured by SUPPLYCO, as a stop gap arrangement till the procurement money is released.
- 1.4 For the purpose of this scheme a Farmer/Registered grower/Registered paddy grower shall mean an individual/Joint Liability Group/ Badashekhara Samithi having members permanently residing in Kerala state and engaged in the cultivation of paddy crop and who has registered with the Kerala Civil Supplies Corporation Ltd for the procurement of paddy under the decentralized food grain procurement scheme of Government of India.

2. Applicant

The loan applicant (hereinafter referred to as the applicant or borrower) under scheme shall have the following eligibility traits:

- 2.1 The applicant should be a registered grower as defined in para 1.4.
- 2.2 The applicant should be a owner/cultivator or lessee.
- 2.3 Age of the individual borrower shall be between 18 and 70 years; if he/she is above 70 years, the next of kin has to become a party to the loan.

3. Application Process

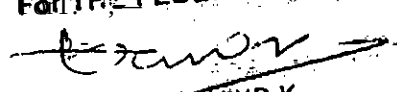
- 3.1 The applicant shall apply to any one of the participating Banks alone under the Scheme for Loan irrespective of the number of PPS or registrations in his name.
- 3.2 The applicant shall submit the loan application to the notified Branch of the Bank along with the documents prescribed.
- 3.3 The information provided in the application should match with that provided in the SUPPLYCO registration.

For The Kerala State Civil Supplies Corporation Ltd.



For and on behalf of SUPPLYCO
Additional General Manager (Finance)

FOR THE FEDERAL BANK LTD.



ARAVIND K
Vice President Federal Bank Limited

3.4 The Bank shall not accept the application of an applicant in respect of whom a charge is subsisting in the portal as on date of application in favour of another financial institution.

4. Sanction Process

4.1 On receipt of the documents the Bank shall process the loan in terms of the guidelines issued by the Bank and sanction the loan if the applicant is not eligible for the loan in terms of Bank's guidelines. It shall inform the applicant accordingly.

4.2 To bring about an overall discipline in the portfolio, the Bank agrees to observe the following additional criteria over and above the due diligence as per the guidelines of Bank in the lending process to the following categories of applicants:

4.3 Category I

4.3.1A Registered grower who as on date of application has a Kisan Credit Card limit for Short Term Seasonal Agricultural Operations (STSAO) with the Bank.

4.3.2 In such a case the Bank shall sanction the loan based on the applicant's eligibility.

4.4 Category II

4.4.1A registered grower who as on date of application has existing Kisan Credit Card limit with the Bank and/or with one or more other financial institutions.

4.4.2 If the oldest of these existing limits is with this Bank, itself, shall proceed as applicable to category I.

4.4.3 If the existing Kisan credit card limits in other financial institutions are older than that of the KCC limit existing in the Bank, the Bank shall not sanction the loan, unless the latter's officers convey their no objection.

4.5 Category III

4.5.1A registered grower who as on date of application does not have any Kisan Credit Card limit with any financial institution.

4.5.2 In such a case the Bank may extend secured finance.

4.6 Kisan Credit Card for this purpose shall be a funded based revolving cash credit facility sanctioned for Short Term Seasonal Agricultural Operations (STSAO) under the revised Kisan Credit Card Scheme of the Reserve Bank of India and shall not

For and on behalf of SUPPLYCO
Additional General Manager (Finance)

For THE FEDERAL BANK LTD.
For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

include Loans Overdrafts secured by Cash Deposits Only those Kisan Credit Card accounts reflecting in the Credit History of the applicant at draw from Credit Information Company does shall be taken into consideration.

4.7 If a financial institution informs the Bank in writing prior to subsequent to the date of application by the beneficiary, but before disbursement of the proceeds, that the applicant is having an existing Kisan Credit Card Limit for Short Term Seasonal Agricultural Operations (SSA) or with a limit that is less than the Kisan Credit Card limit if any sanctioned by the Bank then the Bank shall advance the loan on its charge and inform the applicant SUPPLYCO and the aggrieved Bank accordingly. In such case the Bank shall not disburse the loan.

4.8 The Bank may sanction the loan at its absolute discretion provided the applicant is eligible for the loan as per the guidelines of the Bank. The applicant is not entitled to claim the loan under this MODU as a matter of right.

5. Loan amount

- 5.1 The loans shall be sanctioned as per the existing guidelines of the Bank.
- 5.2 Maximum Permissible Limit shall not exceed the amount due to the applicant as per the PFSS.
- 5.3 The rate of interest applicable to such loans shall be Base Rate 50% plus spread 2.50%, i.e., applicable interest rate is 90% per annum or at such other rate as may be stipulated by the Bank from time to time. After due date of repayment, penal interest @2% on overdue amounts shall be added. Interest will be covered along with principal in one lump sum.

6. Documentation

- 6.1 Upon sanction, the applicant shall execute the necessary documents as required by the Bank for availing the loan.
- 6.2 Stamp charges as applicable to the documents executed shall be borne by the borrower.

7. Security

- 7.1 Primary security for the loans sanctioned under the scheme will be the charge created in favour of the Bank and the procurement may be receivable by the borrower (farmer) from SUPPLYCO.
- 7.2 On execution of the loan documents, the Bank shall get its loan account number and the charge registered in the online registration portal www.supplycoedy.in.

ht: Me... State... Supplies
Lpo... Ltd.
For and on behalf of SUPPLYCO
Additional General Manager (Finance)

For THE FEDERAL BANK
[Signature]
For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

- 7.3 The loan shall be secured also by a guarantee by the SUPPLYCO for the repayment of the loan amount with interest and other charges there on for which purpose; the SUPPLYCO is entering into this Memorandum of Understanding with the Bank.
- 7.4 The registered grower will also be personally liable as the borrower to repay the loan, for which purpose the Bank will be obtaining necessary loan documents from the registered grower.
- 7.5 In case the applicant indulges in misrepresentation / forgery / deception or resort to any fraudulent ways to secure the loan it shall be dealt appropriately as per the Bank's norms and such instances identified shall be notified to the SUPPLYCO for legal recourse.

8. Disbursement

- 8.1 On completion of the physical procurement of Paddy, the SUPPLYCO shall issue the Paddy Receipt Sheet (PRS) to the registered grower and the Payment Order to the Bank.
- 8.2 The Bank shall disburse the proceeds of the loan only after getting the original copy of the Payment Order duly issued by the SUPPLYCO and the copy of the PRS self certified by the registered grower on completion of all other documents required by the Bank as per its guidelines. These documents shall be retained by the Bank as part of the loan documents for enabling the Bank to verify the genuineness of the Payment Order. The SUPPLYCO shall provide specimen signatures of the officers authorized to sign the Payment orders.
- 8.3 The Bank shall disburse the loan only if the borrower particulars and registered loan account number in the Payment Order match with that of the Bank. The Bank may withhold the disbursement if any discrepancy is noted.
- 8.4 The loan amount disbursed shall be the actual amount authorized in the Payment Order or the limit sanctioned whichever is lower.

9. Rate of Interest

- 9.1 The Rate of interest applicable for the loan shall be as per the Bank's existing guidelines as provided in clause 5.3.

10. Other Charges

For The Kerala State Civil Supplies Corporation Ltd.
 Additional General Manager
 For and on behalf of SUPPLYCO

For THE FEDERAL BANK LTD.
 For and on behalf of THE FEDERAL BANK LIMITED
 Vice President (Agr)

10.1 The Bank shall have charge and processing fee/charge other than that is actually incurred as a stamp duty.

11. Repayment

11.1 The Bank shall be repaid payable with interest and other charges within 12 months from the date of disbursement.

11.2 On completion of the disbursement, the Bank shall submit to SUPPLYCO, its claim on the procurement amount due to the borrowers covered by the Bank has disbursed the loan.

11.3 SUPPLYCO shall credit the amount payable as per the pay order along with the up-to-date interest and other charges to the loan account cited in the pay order on receipt of the procurement money from the State and Central Governments. Notwithstanding any such receipt of procurement money from the State and Central Governments, the SUPPLYCO shall credit the payable as above along with applicable interest and other charges in subsidiary of claim by the Bank.

11.4 The credit balance in the loan account, after paying the dues of the Bank, shall be passed on to the beneficiary.

11.5 In respect of the PRSS where a charge in the Bank's favour has been registered in the portal, SUPPLYCO shall release the amount payable to the borrower only through crediting registered Bank account cited in the payment order unless the Bank gives its consent for the same.

11.6 In respect of the PRSS loan availed by farmer, the SUPPLYCO irrevocably undertake to pay entire loan amount to the Bank with interest and other charges, on or before the due date of the loan irrespective of any delayed release/non release/partial release of the procurement money by the Governments to SUPPLYCO.

12. Guarantee

12.1 In consideration of the Bank granting loans to the borrowers, SUPPLYCO unconditionally, absolutely and irrevocably guarantee/undertake the repayment of such loans and agrees with the Bank that the total liability ultimately enforceable against the SUPPLYCO under the guarantee shall not exceed a sum of Rs. 140 Cr. (Rupees One Hundred and Forty Crores only) plus interest thereon at Repo Rate 6.50% plus spread 50%, i.e. applicable interest rate of 9.00% per annum from the date of demand to the Bank. SUPPLYCO for payment and expenses,

For and on behalf of SUPPLYCO
Additional General Manager (Finance)

For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

charges etc., as debited in the account from time to time or at such other rates as may be specified by the Bank SUPPLYCO further agrees with the Bank that the above amount of P. of B. C. of C. is exclusive of, interest, expenses, charges, etc., as debited in the account from time to time and the demand made by the Bank in this regard shall be binding on SUPPLYCO.

12.2 in the event of any default on the part of any of the borrowers in payment/repayment of any of the monies referred to above or in the event of any default on the part of any of the borrowers or jointly or severally or perform any of the terms and conditions and covenants contained in the loan documents, the SUPPLYCO shall, upon demand of the Bank pay with the Bank without demur all the amounts payable to the Bank by the borrowers under the agreement.

12.3 The Bank hereby invokes the Guarantees given by SUPPLYCO on default of repayment from the part of any one or more Borrowers such invocation can be made by the Bank any number of times for the default on the part of any Borrower and all such invocations shall be binding on SUPPLYCO and the guarantee shall continue with the liability of all the borrowers under this scheme is discharged. Upon invocation by the Bank of the Guarantee given by SUPPLYCO at any one point of time and upon payment of such demand by SUPPLYCO the aforesaid liability of SUPPLYCO under this Guarantee shall not be reduced by the paid amount, but shall continue at the original limit of Rs. 140 Crores Rupees One Hundred and Forty Crores only) at the highest interest rate of 50% p.a. plus 2.50% Spread 2.50%, ie, applicable interest rate of 50% p.a. plus 2.50% spread and all other incidental charges, penalties, interest, expenses, etc. as aforesaid and such guaranteed amount shall be available for all the loans advanced by the Bank to the Borrowers existing at the time of invocation and to the future Borrowers who avail loans under this scheme from the Bank.

13. Provisions in the portal and process flow

13.1 The SUPPLYCO shall make the following provisions in the online registration portal www.supplyco.co.in and in the process flow of the Paddy Proxy Lending Scheme.

13.1.1 The details of the paddy growers registered in the portal shall be made available to the Bank.

13.1.2 Provisions in the portal for the Bank to register the charger or favan of the Bank for the loan granted under this scheme. The data fields for filling the name of financing Bank, IFSC code, loan account number, loan amount and the name of the Bank to which disbursement will be made shall be provided in the registration details.

For and on behalf of SUPPLYCO
General Manager (Finance)

For THE FEDERAL BANK LTD.

For and on behalf of SUPPLYCO
General Manager (Finance)

For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

Provision shall have been created for providing the same copy of the authorization given by the applicant to register the charge created in favour of the Bank.

13.1.3 Provision to the effect that a charge created in favour of a Bank shall not be creditable by any user in the system other than the Bank.

13.1.4 The charge created in favour of a Bank shall be made available for viewing to the applicant and also to the participating financial institutions.

13.1.5 The charge created shall reflect the FRS and RFR and the Payment order issued by the SUPPLYCO.

13.1.6 Provision in the report of all disbursements viz disbursement, Bank to which disbursement account to which disbursement date of disbursement.

13.1.7 Provision in the report of for generating MIS details of the loans sanctioned by the Bank, charge created in favour of the Bank, payment orders issued in favour of the Bank and the disbursement by Bank.

13.1.8 SUPPLYCO shall facilitate with the viewing of the charges trail of the charges created in favour of the Bank.

13.2 For the above purpose the SUPPLYCO shall enter into an appropriate level with necessary authorizations to the officials of the Bank.

13.3 The SUPPLYCO shall also make available the details and information in respect of the issuance of FRS to the applicant/registered grower to the Bank.

14. Redressal of Grievances raised by other financial institutions

14.1 If a financial institution is aggrieved about the sanction of the loan by the Bank in terms of the additional criteria applicable to category applicants as described under para 4 to 4.5.4, the aggrieved institution may make a complaint in writing to the joint administrator of the SUPPLYCO before the generation of the Payment order.

14.2 The joint administrator shall block the generation of payment order for the concerned registered grower and refer the case to a grievance redressal committee constituted by SBC under this scheme.

14.3 The committee shall decide on the case after the hearing to be held by the SUPPLYCO shall act as per the decision given by the committee.

15. Disputes

Kerala State Civil Supplies Corporation Ltd.

For and on behalf of SUPPLYCO
Regional General Manager (Finance)

THE FEDERAL BANK LTD.

For and on behalf of The Federal Bank Limited
Vice President (Agri)

- 15.1 If there is any dispute between the Parties, the same shall be resolved amicably through mutual discussion.
- 15.2 If dispute is not resolved through mutual discussion, the competent court in the State of Kerala shall have jurisdiction to decide the said disputes.

16. Other terms and conditions

16.1 The SUPPLYCO shall indemnify the Bank against all losses, damages, costs, claims and expenses which the Bank may suffer, pay or incur by reason of or in connection with such default on the part of any of the borrower/s in legal proceedings taken by or against the borrower/s or for recovery of the amount due from such defaulting borrower/s in terms of the respective loan documents executed by them.

16.2 The Bank shall exercise its general lien on the security/securities furnished by the borrower to the Bank to secure the loan.

16.3 The Bank shall have fully liberty without notice to the SUPPLYCO and without in any way affecting the liability under this agreement to exercise at any time and in any manner any powers reserved to the Bank under the loan documents, to enforce or further to ensure payment of loans or any part thereof or interest or other monies due to the Bank from the Borrowers of any of the remedies or securities available to the Bank to enter into any composition or compromise with or grant time or any other indulgence or facility to the Borrower/S. SUPPLYCO shall not be released from its liability under this Agreement on account of any variation in terms of contract with Borrower/S. The SUPPLYCO agree that their liability under this Agreement shall in no manner be affected by any such variations, alterations, modification, waiver, dispensation with or release of security and that no further consent of the SUPPLYCO is required for giving effect to any such variation, alteration, modification, waiver, dispensation or release of security.

16.4 The liability under this agreement shall be enforceable against SUPPLYCO notwithstanding that any security comprised in any instrument executed or to be executed by the Borrower/s in favor of the Bank shall at the time when the proceedings are taken against SUPPLYCO under this agreement be outstanding or unrealized or lost.

16.5 The SUPPLYCO hereby agree and give consent to the sale, mortgage on the prior, pari-passu or second charge basis, release etc., of any of the assets of the

The Kerala State Co-ops
Supply Ltd.
For and on behalf of SUPPLYCO
General Manager (Finance)

For THE FEDERAL BANK
For and on behalf of The Federal Bank Limited
Vice President (Agri Business)

borrowers/ from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrowers/ or from time to time to the other release or lease out by the Bank any/ or while as the assets to be attached to the Bank on such terms and conditions as the Bank may deem fit and it may be treated as standing and continuing consent for the release and delivery of individual fact of transfer, mortgage release or release of any of its assets of the borrowers. The SUPPLYCO hereby declares and agrees to separate separate consents for each such transfer, mortgage release or release of its assets which shall be necessary in future.

16.6 The rights of the Bank shall remain in full force and effect notwithstanding any arrangement which might be made between the Bank and the other Guarantors/ or any/ with standing in relation to the release of that other or others from liability with standing in relation to the release of the other Guarantors/ or any/ or any other whatsoever be liable to the Bank.

16.7 The liability of the SUPPLYCO under these terms shall be independent of the liability of the applicant/ or beneficiary of the loan.

16.8 If the SUPPLYCO fails to pay the loan amount by demand by the Bank under these terms and/or in terms of sanction and loan documents, Bank will resort to the normal recovery steps against the borrower and the SUPPLYCO jointly and severally in accordance with law.

16.9 This Memorandum of Understanding shall not diminish or restrict the right of the Bank in any manner either getting/ or getting any loan documents/ or acknowledgement of liability etc/ from the borrowers as required by the terms and conditions of the sanction and also in exercising any of the powers under the agreements executed by the respective borrowers.

16.10 The borrower will be free to avail additional facilities from the Bank. However, the liability of the SUPPLYCO will be restricted to the liability under loan registered in the online registration portal www.sopadpaddy.in.

16.11 The Bank may disclose the information and data relating to credit facilities with full details of borrower/ SUPPLYCO to other Credit Information Companies under Credit Information Companies (Regulations) Act or to RBI or Credit Rating Agency or any authority/ company in terms of RBI/ Government guidelines.

16.12 Either Party can terminate this Memorandum of Understanding by giving 30 days notice to the other, provided that the termination of this Memorandum of Understanding shall not affect the rights and obligations accrued to either party prior to termination of this Memorandum of Understanding.

For The Kerala State Civil Supplies Corporation Ltd.

For and on behalf of SUPPLYCO
Additional General Manager (Finance)

For THE FEDERAL BANK

For and on behalf of The Federal Bank Limited
Vice President

16.13 The SUPPLYCO and the Banks agree each to acknowledge that SUPPLYCO is restricted to enter similar arrangements with any other institutions only based on prior NOC obtained from SBI and Consortium Banks.

16.14 Any communications between parties shall be sent to the address stated above. Any notice/letter sent by either party shall be deemed to have been received by the other party, on delivery of the same to the address of the party.

16.15 Signatories represent that they are having necessary permission and sanction under their statutes/by law to enter into this MOU on behalf of the parties.

17 Specific conditions

The approval for issuance of NOC to KSSSC for guaranteeing PRR Loans sanctioned by firmness of the tune for Rs 3000000. Shall be subject to the following condition:

(i) The outstanding PRR Loans should be repaid at weekly intervals (i.e. every Friday) to the Consortium Banks.

(ii) SUPPLYCO should ensure that the aggregate limit under the proposed PRR Loan is restricted to Rs. 7000000. In addition to interest and other charges if any, where in exposure to SBI, Co-operative Bank and Federal Bank are Rs. 2800000, Rs. 2800000 and Rs. 1400000 respectively.

(iii) SUPPLYCO should ensure that the outstanding PRR Loan excluding interest and other charges, at any point of time should not exceed the limit approved by the Consortium Banks.

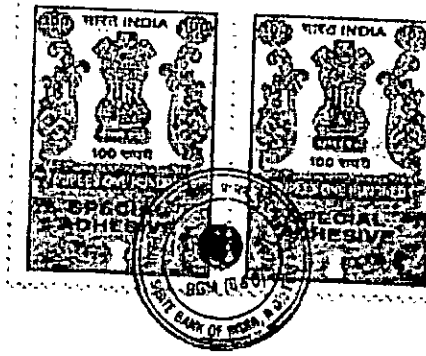
In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the date first written.

The Kerala State Co-operative Corporation Ltd.

Additional General Manager (Finance)
For and on behalf of SUPPLYCO

For KBE FEDERAL BANK LTD.

[Signature]
AROWNB K
For and on behalf of The Federal Bank Limited
President (Agri Business)



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE KERALA STATE CIVIL SUPPLIES CORPORATION LIMITED AND THE STATE BANK OF INDIA

FOR FINANCING UNDER

"SCHEME FOR LOAN AGAINST PADDY RECEIPT SHEET TO THE REGISTERED PADDY GROWERS"

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed at Ernakulam on this the 29th day of May 2023 between

The Kerala State Civil Supplies Corporation Ltd (KSCSCL), also known as "SUPPLYCO", a Kerala Government Company incorporated under the Indian Companies Act, 1956 with its registered office at P.B No: 2030, Mavelikavu, Mavelikavu Road, Gandhi Nagar, Kochi, 682 020 represented by its Additional General Manager (Finance & Accounts) in Charge (Present), Shri. Deepu M R, residing at Mattapilly House, Chowara 8-33, Aluva-683571) (hereinafter also referred to as SUPPLYCO which expression shall unless repugnant to the context or meaning, includes its successors and assigns) of the One Part,

And

STATE BANK OF INDIA, a Body Corporate constituted under the State Bank of India Act 1955 and having its Corporate Office at Madam Cama Road, Nariman Point, Mumbai 400 021 and having offices and branches throughout India and a Head Office (LHO) at Head Office (LHO) at Thiruvananthapuram, through its Agri Business Unit, LHO represented by the Deputy General Manager (Business Operations) Administrative Office, Ernakulam, (Present: Shri. Anand Molan) (hereinafter referred to as the Bank) which expression shall unless repugnant to the context or meaning, includes its successors and assigns) of the Other Part.

The SUPPLYCO and the STATE BANK OF INDIA are hereinafter collectively referred to as "Parties" and individually as "Party".

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

कृते भारतीय स्टेट बैंक
For State Bank of India

रूप महा प्रबंधक (बी&ओ) प्रशासनिक कार्यालय एरनाकुलम
Dy. Gen. Manager (B&O) Administrative Office, Ernm.

Whereas SUPPLYCO is the procurement agency appointed by the Government of Kerala vide its order no GO(MS) 20/2005 BGS dated 2005 June 04th for the procurement of paddy from the paddy growers Kerala Kerala under the decentralized food grain procurement scheme of Government of India.

The paddy procured by the SUPPLYCO is processed into par-boiled rice and supplied to the Kerala Food and Civil Supplies Department for distribution to the public through the Public Distribution System as per the direction of Government of India from time to time under various schemes of the Government of India.

SUPPLYCO procures paddy from the paddy growers registered with it, at the Minimum Support Price (MSP) announced by the Government of India from time to time. The registration and other processes are through the Online SUPPLYCO Registration portal of SUPPLYCO, www.supplycoaddy.in (hereinafter also referred to as "the portal") (hereinafter referred to as 'registration').

The cost of the paddy thus procured by SUPPLYCO is paid by the Government of India. SUPPLYCO in turn distributes this amount to the paddy growers concerned. The Government of Kerala gives an additional incentive called the State Incentive Bonus (SIB) to these registered paddy growers on the paddy procured, at rates announced by it from time to time. The SIB is also paid to the SUPPLYCO which distributes this amount to the paddy growers concerned along with the Minimum Support Price received from the Government of India.

On procurement of paddy from registered paddy grower SUPPLYCO issues a Paddy Receipt Sheet (RRS). After processing RRS and on availability of funds, the SUPPLYCO releases the amount due to the paddy grower through his/her Registered Bank account. If the payment to the paddy grower is delayed due to the delay in receipt of the fund from the Government of India and the Government of Kerala to SUPPLYCO, the farmer who have supplied their produce to the SUPPLYCO do not get their money in time, affecting their cash flow and preparations for the next crop and it may even force them to go for distress sale of produce to private buyers in the ensuing seasons.

To address the suffering of the farmers as above, the Government of Kerala vide its order No GO (R) No 139/2023 & FC dated 28.03.2023 has accorded sanction for providing loans against the Paddy Receipt-Sheets (RRS) issued by SUPPLYCO and to enter into MOU by SUPPLYCO with the consortium banks, namely State Bank of India, Canara Bank and Federal Bank, in the ratio of 1:2:1 i.e. the aggregate exposure amount of Rs.700 Crores will be assumed by State Bank of India (Rs.280 Crores), Canara Bank (Rs.280 Crores) and Federal Bank (Rs.140 Crores) as per the agreed terms and conditions.

SUPPLYCO had availed a separate Commercial loan amounting to Rs.2,500 Crs from a consortium comprising of 3 banks i.e., SBI - Rs. 1000 Crs, Canara Bank - Rs. 1000 Crs + Federal Bank - Rs. 500 Crs) who are hereinafter referred to jointly as "Joint Lenders". Since the same group comprising of the State Bank of India, Canara Bank and Federal Bank will be

For The Kerala State Supplies Corporation Ltd
Additional General Manager (Finance)

कृते भारतीय स्टेट बैंक
For State Bank of India
34 गहा प्रत्येक (पी.ओ.) प्रशासनिक कार्यालय परमपुनन
Dy. General Manager, Finance Office, Ekm.

financing the above PSC LBS Loan Scheme herein at the same ratio as in the consortium arrangement, they are jointly referred to hereinafter as "Participating Financial Institutions").

Based on the above SUPPLYCO approached the Bank to draw a scheme for giving short-term loans under Agriculture Farmer Credit to the paddy growers registered with SUPPLYCO, against the Paddy Receipt Sheet issued by SUPPLYCO on procurement of paddy and the Bank has agreed to do the same on the terms and conditions contained herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

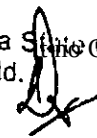
These loans shall be granted under the "Scheme for financing Farmers Receivables under Corporate Tie-up" of the Bank ("Scheme") which shall be operated through selected branches // all Branches of the Bank which will be notified separately by the Bank.


1. Validity and Purpose

- 1.1 The MOU with SUPPLYCO under the Scheme will be binding on all loans sanctioned under the Scheme by various Branches of SBI with Kerala with immediate effect upon execution of the documents. **Applicable interest rate is @ 0.50 bps above the 1 Year-MCLR of the Bank (Currently) 8.50 + 0.50 = 9.00% p.a. Floating, Current Effective rate of 9.00% p.a. with monthly Repayment of the loan principal + accrued interest in instalments with full due at End of Term completion or completion of 12 months. Penalty interest @ 2% above the contracted rate will be charged on the loan amounts from the date of the loan falling over due.**
- 1.2 This scheme will be valid for a period of **one year**. Renewal of the scheme will be based on the decision of the consortium Banks.
- 1.3 The purpose of this loan is to provide **need based short term post harvest credit** to the registered paddy growers of the state whose produce has been procured by SUPPLYCO, as a stop-gap arrangement till the procurement money is released by the State / Central Government.
- 1.4 For the purpose of this scheme **Farmer/Registered grower/ Registered paddy grower shall mean an individual or Joint Liability Group/Padashekhara Samithi** having members permanently residing in Kerala as the agent engaged in the cultivation of paddy crop and who has registered with the Kerala Supply Corporation Ltd for the procurement of paddy under the decentralized food grain procurement scheme of Government of India.

2. Applicant

The loan applicant (hereinafter also referred to as the applicant or borrower) under scheme shall have the following eligibility traits:

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

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कृते भारतीय स्टेट बैंक
For State Bank of India

असु. महा. प्रबंधक (वि. & जी), प्रशासनिक कार्यालय एनएसएलम
Dy. Gen. Manager (B&O), Administrative Office, Ekm.

- 2.1 The applicants should be a registered grower as referred in para 1.4.
- 2.2 The applicants should be an owner/cultivator or lessee.
- 2.3 Age of the individual borrower shall be between 18 and 70 years, if he/she is above 70 years, the next of kin has to be a party to the loan.

3. Application Process

- 3.1 The applicants shall apply to one of the Participating Financial Institutions (viz., State Bank of India, Canara Bank and Federal Bank) under the Scheme for PRS Loan irrespective of the number of PRS registrations in his name.
- 3.2 The applicants shall submit the loan application to the notified branch of the Bank along with the documents prescribed.
- 3.3 The information provided in the application should match with that provided in the SUPPLYCO registration.
- 3.4 The Bank shall not accept the application of an applicant in respect of whom a charge is subsisting in the portal as on date of application in favour of any other financial institution.

4. Sanction Process

- 4.1 On receipt of the documents the Bank shall process the loan request in terms of the guidelines issued by the Bank and sanction the loan if the applicant is not eligible for the loan in terms of Bank's guidelines, it shall inform the applicant accordingly.
- 4.2 To bring about a rev credit discipline in the portfolio the Bank agrees to observe the due diligence as per the guidelines of the Bank in the lending process.
- 4.3 Kisan Credit Card for this purpose shall be a fund based revolving cash credit facility sanctioned for Short Term Seasonal Agricultural Operations (STSAO) under the revised Kisan Credit Card Scheme of the Reserve Bank of India and shall not include Loans/Overdrafts secured by Gold or Gold or Deposits. Also, only those Kisan Credit Card accounts reflecting the credit history of the applicant drawn from a Credit Information Company shall be taken into consideration.
- 4.4 If a financial institution informs the Banking writing on a date subsequent to the date of application by the beneficiary, but before disbursement of the proceeds, that the applicant is having an existing Kisan Credit Card limit for Short Term Seasonal Agricultural Operations (STSAD) which holder than Kisan Credit Card limit if any sanctioned by the Bank, the Bank shall cancel the sanction and its charge and inform the applicant, SUPPLYCO and the aggrieved Banking accordingly. In such case, the Bank shall

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

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कुते भारतीय स्टेट बैंक
For State Bank of India

डाय. गण प्रयत्नक (डी.ओ.), प्रशासनिक कार्यालय, एरणाकलम
Dy. Gen. Manager (Admin), Administrative Office, Erum.

not disbursed the loan.

4.5 The Bank may sanction the loan at its absolute discretion provided the applicant is eligible for the loan as per the guidelines of the Bank. The applicant is not entitled to claim the loan under MUD/MOU as a matter of right provided the bank waive the said claim as and when it sanctions such loan in the sanction letter itself at its absolute discretion.

5. Loan amount

5.1 The loan shall be sanctioned as per the existing guidelines of the Bank.

5.2 Maximum Permissible limit shall not exceed the amount deposited by the applicant as per the PRS.

5.3 The Applicable interest rate @ 50 bps above the CL Rate MCLR of the Bank (Currently 8.50 + 0.50 = 9.00% p.a.) for floating. Current Effective rate of 9.00 % p.a., with monthly installment repayment of the principal + accrued interest in lump-sum will fall due at End-of-Term, upon completion of 12 months. Post interest at 2% above the contracted rate will be charged on the loan amounts from the date of the loan falling overdue.

6. Documentation

6.1 Upon sanction, the applicant shall execute the necessary documents as required by the Bank for availing the loan.

6.2 Stamp charges as applicable to the documents executed shall be borne by the borrower.

7. Security

7.1 Primary security for the loan sanctioned under the scheme will be the charge created in favour of the Bank on the procurement money receivable by the borrower (farmer) from SUPPLYCO.

7.2 On execution of the loan documents, the Bank shall get its loan account number and the charge registered on the online registration portal www.supplycopaddy.in. The Bank shall obtain specific authorization in prescribed format from the borrower to register the charge in the portal and upload its soft copy and the required information in the portal. The charge shall be considered valid only after it is registered in the portal.

7.3 The loan shall be secured also by a Guarantee by the SUPPLYCO for the repayment of the loan amount with interest and other charges thereon; for which purpose; the SUPPLYCO is entering into its Memorandum of Understanding with the Bank.

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

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कृते भारतीय स्टेट बैंक
for the Bank of India

उप महा प्रबंधक (सी & ए), प्रशासनिक कार्यालय एरणाकुलम
Gen. Manager (B&O), Administrative Office Erani.

- 7.4 The registered grower will also be personally liable to the Bank to repay the loan, for which purpose the Bank will be obtaining necessary loan documents from the registered grower.
- 7.5 In case the applicant indulges in misrepresentation/deliberate deception or resort to any fraudulent ways to secure the loan, it shall be dealt appropriately as per the Bank's norms and such instances identified shall be reported to the SUPPLYCO for legal recourse.

8. Disbursement

- 8.1 On completion of the physical procedure, the SUPPLYCO shall issue the Paddy Receipt Sheet (PRS) to the registered grower and the Payment Order to the Bank.
- 8.2 The Bank shall disburse the proceeds of the loan only after getting the original copy of the Payment Order duly issued by the SUPPLYCO and a copy of the PRS self certified by the registered grower and non-completion of all other documents required by the Bank as per its guidelines. These documents shall be retained by the Bank as part of the loan documents. For enabling the Bank to verify the genuineness of the Payment Order, the SUPPLYCO shall provide specimen signatures of the officers authorized to sign the Payment orders.
- 8.3 The Bank may withhold the disbursement if any discrepancy is noted.
- 8.4 The loan amount disbursed shall be the actual amount authorized in the Payment Order or the limit as notified whichever is lower.

9. Rate of Interest

The Applicable interest rate is @ 50 bps above the CL Yearly MCLR of the Bank (Currently 8.50 + 0.050.80% Floating rate Effective rate of 9.00 % p.a., with monthly rest). Repayment of the loan principal in accrued interest will lump-sum will fall due at 'End of Term', upon completion of 12 months. Real interest at 2% above the contracted rate will be charged on the loan amounts from the date of the loan falling overdue.

10. Other Charges

The Bank shall not charge any processing fee/service charge other than that is actually incurred as a stamp duty.

11. Repayment

- 11.1 The loan shall be repayable with interest and other charges upon completion of 12 months from the date of disbursement.

For The Kerala State Supplies Corporation Ltd.

Additional General Manager (Finance)

11.2 On the date of final closure of the loan, the Bank shall submit a statement to the borrower showing the amount of the loan which has been repaid and the amount which remains outstanding.

11.3 SUPPLYCO shall be entitled to debit the amount payable by the borrower along with the applicable interest and other charges to the loan account cited in the payment order received from the borrower. The State and Central Governments shall not be liable for the payment of the amount payable by the borrower along with the applicable interest and other charges on submission of claim by the Bank.

11.4 The interest on the loan, if any, shall be recovered by the Bank and shall be passed on to the borrower.

11.5 In respect of the PRS where a charge in the name of the borrower has been registered in the portal, SUPPLYCO shall release the amount payable to the borrower only through the registered bank account cited in the payment order unless the Bank gives its consent in writing for the same.

11.6 With respect to the PRS, SUPPLYCO shall irrevocably undertake to repay the entire loan amount to the Bank with interest and other charges, on or before the due date of the loan, (i.e. 12 months from the date of disbursement of the PRS Loan), irrespective of any delayed release / release / partial release of the procurement money by the State / Central Governments to SUPPLYCO.

12. Guarantee:

12.1 In consideration of the Bank granting loan to the borrower, SUPPLYCO unconditionally, absolutely and irrevocably guarantee and undertake the repayments of such loans and agrees with the Bank that the total liability of the borrower against the SUPPLYCO under the guarantee shall not exceed a sum of Rs. 200 Crores (Rupees Two hundred and Eighty crores only) plus interest at the rate of @ 50 bps above 12 month MCLR of the Bank (currently 5.50-5.90% p.a.) floating current Effective rate of 9.00 % p.a. with monthly resets the date of demand by the Bank or the SUPPLYCO for payment and expenses, charges, etc. as debited in the account from time to time or at such other rates as may be specified by the Bank. SUPPLYCO further agrees with the Bank that the above amount of Rs. 200 Crores is exclusive of interest, expenses, charges, etc., as debited in the account from time to time and the demand made by the Bank in this regard shall be binding on SUPPLYCO.

12.2 In the event of a default on the part of the borrower, repayment / repayment of any of the monies referred to above or in the event of any default on the part of any of the borrower or to comply with any of the terms and conditions and covenants contained in the loan documents, SUPPLYCO shall upon demand from

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

कृते भारतीय स्टेट बैंक
For State Bank of India

उप महा प्रबंधक (B&O) प्रशासनिक कार्यालय एम्बेरुसम
Dy. (B&O) Manager (B&O), Administrative Office, Em.

the Bank, forthwith pay to the Bank with due demerit the amounts payable to the Bank by the borrower/s, under the loan agreement.

12.3 The Bank is at liberty to invoke the Guarantee given by SUPPLYCO on default of repayment on the part of any borrower or non-repayment of such loan or to take any number of initiatives for the default of the part of any borrower and all such invocations shall be binding on SUPPLYCO and the Guarantors shall continue till the liability of all the borrowers under this scheme is discharged in full or until the date by the Bank of the Guarantee given by SUPPLYCO at any one point of time and payment of such invoice amount by SUPPLYCO the aforesaid liability of SUPPLYCO under this Guarantee shall not be reduced by the amount paid thereon, but shall continue to the original limit of Rs. 280 Crores (Rupees Two Hundred and Eighty Crores only) plus interest at the floating rate of 0.50% p.a. above the rate MCLR of the Bank, i.e., Current Effective rate 8.50 + 0.50 = 9.00% p.a., at a monthly compounding basis therein and all other incidental charges, penalties, expenses, etc. aforesaid and such guaranteed amounts shall be available for full and complete discharge by the Bank to the borrowers existing at the time of invocation and to the future borrowers who are under this scheme from the Bank, at any time.

13. Provisions in the portal and process flow

13.1. SUPPLYCO will provide the Bank with a list of farmers who have already handed over their names and details against the issue of Ready Receipt (PRS) in their names. SUPPLYCO also certifies that such names have been marked / recorded in their database against each of the issued PRSs in favour of the State Bank of India.

13.2. Applications for PRS Loans will be accepted:

- (i) Only from the farmers whose names and PRS numbers appear in the above mentioned list and;
- (ii) Only at SBI branches to whom the particular PRS / Farmer has been specifically allocated to.

13.3. The SUPPLYCO will ensure that the rights of registered farmers are made available under general information in the SUPPLYCO portal www.supplycobaddy.in, which can be used for sourcing the business.

13.4. Emergency services of Ready Receipts can be verified from SUPPLYCO portal www.supplycobaddy.in, by logging to the site and by clicking the general information link on the home screen.

13.5. Print out of the PRS from the site shall be taken which is to be self attested by the borrower and deposited with documents.

For The Kerala State Co-Operatives Corporation Ltd.

Additional General Manager (Finance)

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For State Bank of India

उप महा प्रबंधक (डी.डी.) प्रशासनिक कार्यालय एरणाकुलम
Dy. Genl Manager (DD), Administrative Office, Erna.

- 13.6. SUPPLYCO will provide a list of participating Bank with a list of PRS allotted to it along with the certificate which has been already been issued against each of the PRS in favour of the respective Bank in the records of SUPPLYCO and towards repayment of PRS as on the date of date of WHICH SUPPLYCO stands Guarantee.
- 13.7. Provision to the effect that a charge created in favour of Bank shall not be editable in the system without the consent in writing of the Bank.
- 13.8. The charge created by Bank shall be made available for viewing to the applicant and also to the participating financial institutions.
- 13.9. Provision to the effect that details of disbursement, Bank to which disbursement, account to which disbursement of disbursement.
- 13.10. Provision to the effect that details of the loans sanctioned by the Bank, charge created in favour of the Bank, payments order issued in favour of the Bank and the disbursement by the Bank.
- 13.11. SUPPLYCO shall facilitate the viewing of a list of all the charges created / amended / deleted in favour of the Bank.
- 13.12. For the above purposes, the SUPPLYCO shall permit access at appropriate level with necessary authorizations to the officers of the Bank.
- 13.13. The SUPPLYCO shall also make available the details and information in respect of the issuance of PRS to the applicant/registered paddy grower to the Bank.

14. Redressal of Grievances raised by other financial institutions

- 14.1. If any participating financial institution is aggrieved about the provision of PRS loan by the Bank, the aggrieved institution may make a complaint in writing to the portal administrator of the SUPPLYCO, before the generation of the Payment order.
- 14.2. The portal administrator shall block the generation of Payment Order for the concerned registered grower and refer the case to a grievance redressal committee constituted by SLBC under this scheme.
- 14.3. The committee shall decide on the case after hearing both sides. SUPPLYCO shall act as per the decision given by the Committee.

15. Disputes

- 15.1. If there is any dispute between the parties, same shall be resolved amicably through mutual discussion.

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

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कृष्ण भारतीय स्टेट बैंक
For (State Bank of India)

उप महा प्रबन्धक (पी.डी.ओ.) प्रशासनिक कार्यालय एरनाकुलम
Dy. Gen. Manager (P.D.O.), Administrative Office, Ernam.

15.2 If disputes are not resolved through mutual discussion, the competent court in the State of Kerala shall have jurisdiction to decide the said disputes.

16. Other terms and conditions

16.1 The SUPPLYCO shall indemnify and keep the Bank indemnified against all losses, damages, costs, claims and expenses whatsoever which the Bank may suffer, pay or incur by reason of or in connection with default such default on the part of any of the borrower/s including legal proceedings taken by or against the borrower and SUPPLYCO for recovery of the amount due from such defaulting borrowers in terms of the respective loan documents executed by them.

16.2 The Bank shall exercise all its general lien on the security/securities furnished by the borrower to the Bank to secure the loan, or any other amount due to the borrower.

16.3 The Bank shall have fully liberty without notice to the SUPPLYCO and without in any way affecting the liability under this agreement to, exercise at any time and in any manner, any power reserved to the Bank under the loan documents to enforce or further to ensure payment of loans or any part thereof or interest or other monies due to the Bank from the Borrower and/or any of the remedies or securities available to the Bank, to enter into any compromise or compound with or grant time or any other indulgence or facility to the Borrower/SUPPLYCO shall not be released from its liability under this Agreement on account of any variation of terms of contract with Borrower/s. The SUPPLYCO agree that their liability under this Agreement shall in no manner be affected by any such variations or alterations, modifications, waiver, dispensation with or release of security and that no further consent of the SUPPLYCO is required for giving effect to any such variation, alteration, modification, waiver or dispensation or release of security.

16.4 The liability under this agreement shall be enforceable against SUPPLYCO not withstanding that any security comprised in any instrument executed or to be executed by the Borrower/ in favor of the Bank shall at the time when the proceedings are taken against SUPPLYCO under this agreement be outstanding or realized or lost.

16.5 The SUPPLYCO hereby agree and give consent to the sale mortgage or the prior, pari-passu or second charge, basis release or any of these of the assets by the borrower/s from time to time as may be approved by the Bank or the transfer of any of the assets of the Borrower/s from one unit to the other or to the release or lease out by the Bank any or whole of the assets charged to the Bank on such terms and conditions as the Bank may deem fit and this may be treated as standing and continuing consent for each and every individual act of transfer, mortgage or release or lease of any of such assets of the borrower/s. The SUPPLYCO hereby declare and agree that no separate consent for each such transfer, mortgage or release or lease of any of such assets would be necessary in future.

For The Kerala State Civil Supplies Corporation Ltd.

Additional General Manager (Finance)

कृते भारतीय स्टेट बैंक
For State Bank of India

16.6 The rights of the Bank against the SUPPLYCO shall remain in full force and effect notwithstanding any arrangement which may be reached between the Bank and the other Guarantor/s, if any, or notwithstanding the release of that other or others from liability and notwithstanding at any time hereafter the other guarantors may cease for any reason whatsoever to be liable to the Bank".

16.7 The liability of the SUPPLYCO under these presents shall be independent of the liability of the applicant/Beneficiary of the loan.

16.8 If the SUPPLYCO fails to repay the loan amount by demand by the Bank under these presents and if or in the event of sanction and/or documents, Bank will resort to the normal recovery steps against the borrower and the SUPPLYCO jointly and severally, in accordance with law.

16.9 This Memorandum of Understanding shall not limit or restrict the right of the Bank in any manner in the getting any loan documents or acknowledgement of liability, etc, from the borrower as required by the terms and conditions of the sanction and also in exercising any of the powers under the agreements executed by the respective borrowers.

16.10 The Borrower will be free to avail additional loans or facilities from the Bank. However the liability of the SUPPLYCO will be restricted to the liability under loan registered by the Bank in the online registration portal www.supplycopaddy.in.

16.11 The Bank may disclose the information and data relating to credit facilities with full details of borrower SUPPLYCO to one or more Credit Information Companies under Credit Information Companies (Regulations) Act or to RBI or Credit Rating Agency or any authority or company in terms of RBI or Government guidelines.

16.12 Either party can terminate this Memorandum of Understanding for future transactions upon giving 30 days notice to the other provided that the termination of this Memorandum of Understanding shall not affect the rights and obligations accrued to either party prior to termination of this Memorandum of Understanding.

16.13 The SUPPLYCO and the Bank agree/acknowledge that SUPPLYCO is restricted to enter similar arrangements with any other institutions only based on prior NOC obtained from the SBI led Consortium of Bank Banks.

16.14 Any communications between parties shall be sent to the address stated above. Any notice/letter sent by either party shall be deemed to have been served on the other party, on delivery of the same to the other party. The address for communication to each party shall be as under:

For The Kerala State Supplies Corporation Ltd.

Additional General Manager (Finance)

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भारतीय स्टेट बैंक
State Bank of India

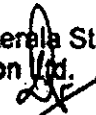
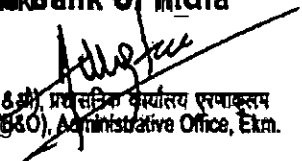
उप महा प्रबंधक (वित्त) प्रशासनिक कार्यालय पर्यावरण
Dy. General Manager (Finance), Administrative Office, Ekur

For SUPPLYCO: The Managing Director,
Kerala State Civil Supplies Corporation Limited,
Post Box No 2000, SUPPLYCO Head Office,
Maveli Bazar, Maveli Road,
Gandhi Nagar, Ernakulam, PIN 682020.
Email: pazamad@supplyco.com

For SBI: The Deputy General Manager (BUS & SS),
State Bank of India,
Local Head Office,
Poojappura, Thiruvananthapuram, PIN 695012
Email: dgmaabuthota@sbi.co.in

16.15 Signatories represent that they are acting here as representatives with necessary permission and sanction under their statutes/byelaws to enter into this MOU on behalf of the parties.

In witness whereof the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives, dated as hereinafter first written.

Signed and delivered by the within named SUPPLYCO, through its Authorized Signatory	Signed and delivered by the State Bank of India, through its Authorized Signatory
<p>For The Kerala State Civil Supplies Corporation Ltd.</p>  <p>Additional General Manager (Finance)</p>	<p>कृते भारतीय स्टेट बैंक The State Bank of India</p>  <p>उप महा प्रबन्धक (बी&एस) प्रशासनिक कार्यालय एम्पावरुम Dy. Genl. Mgr (BUS & SS), Administrative Office, Ekm.</p>
[Shri. Deepu M.R., Additional General Manager (Finance & Accounts) in Charge, residing at Mattappilly House, Chovvara P O, Aluva (683571)]	[Shri. Anand Moktan, DGM (Business & Operations), State Bank of India, Administrative Office, Ernakulam]