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## GOVERNMENT OF KERALA

Abstract

Co-operation Department - Rules for the payment of financial assistance by way of subsidy, share and Loan to Co-operative Hospital Societies for the purchase of modern/ultra modern equipments for diagnosing diseases- Approved- Orders issued.

**Co-operation (B) Department**

G.O (Rt) No:808/2010/Co-op

Dated, Thiruvananthapuram, 29.12.2010

- Read :- 1. Letter No MT(1)37718/10 dated 08.09.2010 and 06.12.2010 from the Registrar of Co-operative Societies, Thiruvananthapuram  
2. Decision of the Working Group meeting held on 09.12.2010.

**ORDER**

As per the letter read as first paper above the Registrar of Co-operative Societies has forwarded the draft rules for the payment of financial assistance by way of subsidy, share and Loan to Co-operative Hospital Societies for the purchase of modern/ultra modern equipments for diagnosing diseases under the scheme "Assistance to Miscellaneous Cooperatives". The Working Group meeting held on 09.12.2010 has resolved to approve the rules.

Government have examined the matter in detail and are pleased to approve the rules pertaining to the payment of financial assistance by way of subsidy, share and Loan to Co-operative Hospital Societies for the purchase of modern/ultra modern equipments for diagnosing diseases.

The approved Rules is appended with this order.

(By order of the Government)

**S.VIJAYAKUMAR**

Additional Secretary to Government

To

- ✓ The Registrar of Co-operative Societies, Thiruvananthapuram  
The Principal Accountant General (A&D) (Audit) Thiruvananthapuram  
Finance Department  
Stock File/ Office Copy

Forwarded/By order

  
Section Officer

**FOR THE PAYMENT OF FINANCIAL ASSISTANCE BY WAY OF LOAN,  
AND SUBSIDY TO CO-OPERATIVE HOSPITAL SOCIETIES FOR THE  
PURCHASE OF MOST MODERN / ULTRA MODERN EQUIPMENTS FOR  
DIAGNOSING DISEASES**

These rules may be called as the rules for the payment of financial assistance by way of Loan, Share and Subsidy to Co-operative Hospital Societies for purchase of modern and Ultra Modern Equipments such as MRI Scan, C T Scan, Ultra Sound Scan, Multi Size Spiral whole body CT Scan machine etc. The maximum assistance payable under the scheme will be limited to Rs. 30 lakhs or 80% of the project cost which ever is less. The assistance will be paid to the society in the pattern shown below.

2. **Eligibility** : The assistance under the scheme shall be granted to the society only once. The funding pattern is as follows :

Loan : 40% of the project cost

Subsidy : 20% of the project cost.

Share : 20% of the Project Cost

Balance 20% shall be raised by the beneficiary Society.

3. **Types of Societies Eligible for the assistance** :-

Co-operative Hospital Societies selected by the Registrar of Co-operative Societies may be given the assistance by way of loan, Share and subsidy for the purchase of hospital equipments defined in (1).

4. **Procedure for application**

Application in duplicate along with financial statements shall be made in Form A (Part of the Rules) to be recommended by the Joint Registrar (General) of the District concerned, accompanied by the following.

- (a) Resolution of the Board of Directors requesting for financial assistance.
- (b) Resolution of the Board of Directors agreeing to adhere to such terms and conditions as Government/Registrar of Co-operative Societies may prescribe from time to time
- (c) Project report for availing the assistance with details of cost of equipments to be purchased with copy of invoices.
- (d) Certificate of the Joint Registrar (General) to the effect that the society is free from corrupt practices.

- (e) No dues certified by the Joint Registrar (General) stating that there is no amount outstanding to the Government, as over due
- (f) Latest Audit Certificate of the society duly countersigned by concerned office.
- (g) The hospital society selected shall have a full time paid secretary/chief executive and an elected Managing Committee.

5. Sanctioning of the Assistance :

On receipt the application with the recommendation of the Joint Registrar of Co-operative Societies, Registrar of Co-operative Societies may after such enquiry, satisfying himself/herself that the society is eligible for assistance, recommend the same to Government with due recommendation.

- 6. The hospital society receiving the financial assistance shall utilise the same for the purpose for which it is sanctioned.

7. Hypothecation and Mortgage of Equipments/Properties :

The hospital society shall execute

- a) A hypothecation deed hypothecating the equipments/Machineries so purchased for whom the loan assistance sanctioned, is upto Rs. 10 lakhs.  
A mortgage deed and hypothecation mortgaging properties and equipments purchased in favour of Governor of Kerala when the loan assistance sanctioned is above Rs.10 Lakhs in form C (approved with these Rules) shall be executed for withdrawal of loan portion.
- b) A printed share certificate and an agreement in form D shall be submitted along with proposal for withdrawal of share capital assistance.
- c) An agreement in form 'B' for withdrawal of subsidy portion.

8. Drawal of the Assistance :

The Government may sanction the financial assistance to hospital society under these Rules, subject of funds and subject to the terms and conditions, prescribed for the purpose.

- 9. The Registrar of Co-operative Societies shall give permission to with draw the amount after obtaining documents detailed in para 7 along with necessary board resolution.

**Utilization :**

The financial assistance sanctioned shall be utilised within a period of three months from the date of drawal of assistance and the Registrar of Co-operative Societies is competent to extend the period for a further period of three months. If the society fails to utilise the amount within the period, the entire assistance with interest as on date shall be refunded to Government in lump. The hospital society shall not sell, transfer, otherwise dispose off or create any encumbrance on the assets purchased from the financial assistance availed, without the consent of the Government/Registrar of Co-operative Societies.

**11. Repayment :**

a) The loan instalment shall be repaid in twelve annual instalments and the first instalment being due from the first anniversary of the drawal of the loan amount with interest. Interest shall be calculated on the loan amount outstanding at the end of the each year and rate of interest shall be fixed by the Government at the time of sanctioning the loan. In the event of default in repayment of instalments of loan, the Hospital society will be liable to pay penal interest @ 2.5% for the defaulted instalments.

b) The Share Capital under these rules will be for a period of 13 years repayable in 10 annual equal instalments. The first instalment falling due on the 3<sup>rd</sup> anniversary of the date of drawal of the amount. In the event of default in repayment of instalments of share, the hospital society will be liable to pay penal interest @ 2.5% for the defaulted instalments.

**12. Consequence of default of payment :**

If the hospital society makes default in the repayment of any instalment or instalments of the Principal and or interest on the due date, the loan outstanding on the due date together with interest and the subsidy in full shall be liable to be recovered in lump. The Registrar of Co-operative Societies is competent to order for the recovery on its assets both movable and immovable under the provision of the Revenue Recovery Act for the time being in force as though such sums are arrears of revenue and in such other manner the Registrar of Co-operative Societies may deem fit.

- 1) Penal interest at the rate of 2 1/2 % p.a over and above the normal rate of interest shall also be levied on the amount defaulted from the date of default to the date of receipt of payment.

The dividend not less than 5% (on the basis of Shares allotted to Government) shall be paid to the Government by remittance into the nearest Government Treasury within one month after the division of profit for each year approved by the general body of the society.

**Insurance :**

The society shall insure within 30 days of the completion of erection of the equipments so purchased against loss or damage by fire or calamities with the State Insurance Department or with a public sector insurance company for a sum not less than the amount of the loan and subsidy and policy be assigned in favour of Government.

The President, Secretary/Chief Executive and the Board of Directors of the hospital society shall jointly and severally be responsible for the proper utilization of the financial assistance received.

The Joint Registrar (General) of the concerned district shall maintain Demand, Collection, Balance Register and shall watch the utilisation of the assistance, repayment of loan instalments and interest thereon and furnish the Utilisation Certificate of the assistance to Accountant General, Kerala in due course through Registrar of Co-operative Societies.

The Government/Registrar of Co-operative Societies may, by order, and for reasons to be stated exempt any society from all or any of the provisions contained in these rules.

  
President

  
Vice President

  
Secretary



- 1 -

**GUIDELINES FOR THE PAYMENT OF FINANCIAL ASSISTANCE BY WAY OF  
LOAN, SHARE AND SUBSIDY TO TALUK/DISTRICT CO-OPERATIVE HOSPITAL  
SOCIETIES FOR ESTABLISHING WELL EQUIPPED MEDICAL  
LABORATORIES/BLOOD BANK.**

These guidelines may be called as the guidelines for the payment of financial assistance by way of Loan, Share and Subsidy to Taluk/District Co-operative Hospital Societies for the purpose of establishing well equipped Medical Laboratories/Blood Banks.

**1(a). Maximum amount of assistance:**

The maximum amount of assistance payable under the scheme shall be limited to 50,00,000/- (Rupees Fifty lakhs only) or 80% of the project cost which ever is less. The assistance shall be paid to the beneficiary society in the pattern shown below.

**2. Proportion of amount:**

The assistance under the scheme shall be granted to the hospital society in the following proportion.

Share : 20% of the Project Cost /  
Subsidy : 20% of the Project Cost /  
Loan : 40% of the Project Cost /

Balance amount of 20% has to be raised by the beneficiary society concerned.

**3. Types of Societies Eligible for the assistance :-**

Taluk/District Co-operative Hospital Societies selected by the Registrar of Co-operative Societies may be granted the assistance by way of loan, share and subsidy for establishing well equipped medical laboratories/blood banks under the scheme.

**4. Procedure for application.**

Only those societies, having provisions in their bye-laws for establishing medical laboratory/blood bank with State participation in the society.

Application in duplicate along with financial statements shall be made in

recommended by the Joint Registrar (General) of

- (a) Certificate of sanction from the competent authority of the Health and Family Affairs Department to establish medical laboratory/blood bank.
- (b) Resolution of the Board of Directors requesting for financial assistance.
- (c) Resolution of the Board of Directors agreeing to adhere to such terms and conditions issued by Government/Registrar of Co-operative Societies that may be prescribe from time to time.
- (d) Detailed project report for availing the assistance with details including the investment necessary for establishing well equipped medical laboratory/blood bank specifying estimated income, expenditure and profit.
- (e) Certificate of the Joint Registrar (General) to the effect that the society is free from corrupt practices.
- (f) No dues certified by the Joint Registrar (General) stating that there is no amount outstanding to the Government, as over due.
- (g) Latest Audit Certificate of the society duly countersigned by concerned officer.
- (h) The hospital society selected shall have a full time paid secretary/chief executive and an elected Managing Committee.

##### 5. Sanctioning of the Assistance

On receipt of the application with the recommendation of the Joint Registrar of Co-operative Societies, Registrar of Co-operative Societies may after such enquiry, which he deems necessary recommend the same to Government.

- 6. The Taluk/District Co-operative Hospital society receiving the financial assistance shall utilise the same only for the purpose for which it is sanctioned.

##### 7. Hypothecation and Mortgage of Assets.

- a) The taluk/district Co-operative hospital shall execute a hypothecation deed hypothecating or mortgaging the assets for the loan assistance sanctioned in favour of Governor of Kerala in form C (approved with these Rules)
- b) A printed share certificate duly signed sealed and dated and an agreement in form D shall be executed and submitted along with proposal for withdrawal of share capital assistance.
- c) An agreement in form 'B' shall be executed and submitted for withdrawal of subsidy portion.

8. Withdrawal of the Assistance :

The Government may sanction the financial assistance to any taluk/district co-operative hospital society subject of the availability of and as per funds and as per terms and conditions, prescribed for the purpose.

9. The Registrar of Co-operative Societies may grant permission to with draw the amount after obtaining documents as detailed in para 7 along with necessary board resolution.

10. Utilization of Funds

The financial assistance which may be sanctioned shall be utilised within a period of three months from the date of drawal of assistance and the Registrar of Co-operative Societies may extend the period of utilisation for a further maximum period of three months. In case the society fails to utilise the amount within the period the entire amount of assistance with interest @ as may be prescribed by Government as on the date shall be refunded to Government in lump. The taluk/district Co-operative hospital society shall not sell, transfer, otherwise dispose off or create any encumbrance on the assets purchased by the financial assistance availed, without the consent of the Government/Registrar of Co-operative Societies.

11. Repayment :

(a) The instalment of loan shall be repaid in twelve annual instalments and the first instalment shall fall due from the first anniversary of the drawal of the loan amount with interest. Interest shall be calculated on the loan amount outstanding at the end of the each calendar year and rate of interest shall be as fixed by the Government at the time of sanctioning the loan. In the event of default in repayment of instalment/instalments of loan, the Co-operative Hospital society will be liable to pay penal interest @ 2.5% for the defaulted instalments.

b) The Share Capital under these scheme will be for a period of 13 years repayable in 10 annual equal instalments. The first instalment falling due on the 3<sup>rd</sup> anniversary of the date of drawal of the amount. In the event of default in repayment of instalments of share, the co-operative hospital society will be liable to pay penal interest @ 2.5% for the defaulted instalments.



12. Consequence of default of payment :

If the taluk/district Co-operative hospital society makes default in the repayment of any instalment or instalments of the Principal or interest on the due date, the loan outstanding on the due date together with interest and the subsidy in full shall be liable to be recovered in lump. The Registrar of Co-operative Societies is competent to effect the recovery from its assets both movable and immovable as per the provision of the Revenue Recovery Act 1961 as though such sums are arrears of revenue and in such other manner the Registrar of Co-operative Societies may deem fit.

Penal Interest at the rate of 2 1/2 % p.a over and above the normal rate of interest shall also be imposed on the amount defaulted from the date of default to the date of receipt of repayment.

13. The dividend not less than 5% (on the basis of Shares allotted to Government) shall be paid to the Government by effecting the remittance into the nearest Government Treasury within one month after the declaration of profit for each year approved by the General Body of the society.

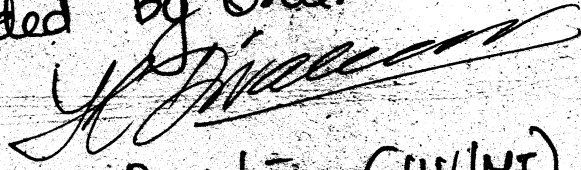
14. Insurance :

The society shall after the receipt of assistance subscribe to an insurer within 30 days from of the date of purchase of equipments against any loss or damage from the State Insurance Department or from a public sector insurance company for a sum not less than the amount of the assistance and the policy be assigned in favour of Government.

15. The President, Secretary/Chief Executive and the Board of Directors of the taluk/district co-operative hospital society shall jointly and severally be responsible for the proper utilization of the financial assistance received.

16. The Joint Registrar (General) of the concerned district shall maintain Demand, Collection, Balance Register and shall watch the utilisation of the assistance, repayment of loan, share instalments and interest thereon and furnish the Utilisation Certificate of the assistance to Accountant General, Kerala in due course through Registrar of Co-operative Societies.

sd/-  
Registrar of Coop Societies

Forwarded By Order  
  
Assistant Registrar (HV/MT)

FORM - A

APPLICATION FOR FINANCIAL ASSISTANCE TO TALUK/DISTRICT CO-OPERATIVE HOSPITAL SOCIETIES BY WAY OF SHARE, LOAN AND SUBSIDY FOR ESTABLISHING WELL EQUIPPED MEDICAL LABORATORIES/BLOOD BANK.

1. Name and address of the society :

- a) Register No.
- b) Date of Registration
- c) Date of commencement of business

2. Postal address of the society

3. Telephone No.

4. Board of Management

- a) Elected/Nominated
- b) Date of election and term
- c) No. of Directors
- d) Date of last annual General  
Body meeting held

5. Authorised Share Capital

6. Membership and paid up share

Capital as on date 31.3.2012

As per last audit report

- a) Government
- b) Individual
- c) Others

Total

7. Financial position of the hospital society

as-per last audited Balance Sheet

- (i) Paid up share capital
- (ii) Government assistance
- (iii) Reserves
- (iv) Loan/BORROWINGS
- (v) Others (specify) \_\_\_\_\_
- (vi) Working Capital

Total

b) Assets

- (i) Fixed assets
- (ii) Investment in share/saving certificate, bonds etc.
- (iii) Transport vehicles
- (iv) Others (specify)

Total

c) Amount due to Government (specify)

8. Net profit/Accumulated profit/loss

9. Borrowings

Source	Purpose	Amount Of borrowings	Balance outstanding	Arrear/ Overdue	Amount of Inst
a) State Government					
b) Co-operative Bank					
c) Others (specify)					
Total					

10 Government assistance proposed under the project

8  
E) Subsidy

11. Additional facilities required for the implementation of the project.

a)

b)

c)

12. Whether a copy of audit report of the hospital Society for the last audited year enclosed

13. Whether a copy of the last Tentative Trading & Profit & Loss & Balance Sheet enclosed

(as on 31-3-2018)

14. Whether a copy of the bye-law of the hospital Society enclosed

15. Whether a copy of the resolution of the Board Of Directors for availing of the financial assistance Enclosed:-

16. Whether a brief report of the working of the Hospital society for the last 5 years is enclosed

17. Whether the project report is enclosed

We..... President/Secretary/Board Member of the.....

Hospital society on behalf of the society request that the financial assistance applied for in the above application may please be sanctioned. We further agrees to abide by the terms and conditions of the financial assistance so provided by the State Government and furnish all such reports/ information as prescribed by the Government.

Certified that the particulars furnished above are correct

8  
6) Subsidy

11. Additional facilities required for the implementation of the project.

- a)
- b)
- c)

12. Whether a copy of audit report of the hospital Society for the last audited year enclosed

13. Whether a copy of the last Tentative Trading & Profit & Loss & Balance Sheet enclosed

(as on 31-3-2011)

14. Whether a copy of the bye-law of the hospital Society enclosed

15. Whether a copy of the resolution of the Board Of Directors for availing of the financial assistance Enclosed:-

16. Whether a brief report of the working of the Hospital society for the last 5 years is enclosed

17. Whether the project report is enclosed

We..... President/Secretary/Board Member of the.....

Hospital society on behalf of the society request that the financial assistance applied for in the above application may please be sanctioned. We further agrees to abide by the terms and conditions of the financial assistance so provided by the State Government and furnish all such reports/ information as prescribed by the Government.

Certified that the particulars furnished above are correct

President

Seal)

Secretary/Chief Executive

2. Sri.....(Committee member)

3. Sri.....(Committee member)

Verified the above details and found to be correct

JOINT REGISTRAR OF CO-OPERATIVE

SOCIETIES

## FORM-B

This agreement is executed on this the .....day of .....two thousand .....and .....between the ..... registered under the KCS Act 1969 and having its registered office at .....(herein after referred to ("the society")) of one part and the Governor of Kerala (herein after referred to as ("the Government")) of the other part.

WHEREAS the society applied to Government for a subsidy of Rs.....(Rupees .....only) towards the scheme of the financial assistance to the co-operative hospital society for establishing well equipped medical laboratories/blood bank described under the Rules for the grant of assistance to the co-operative hospital societies.

AND WHEREAS the Registrar of Co-operative Societies has sanctioned a subsidy of Rs. ....(Rupees .....only to the society for the above purpose subject to the terms and conditions contained in the rules and those herein contained. Now these presents witness and it is hereby mutually agreed to as follows:

(1) The amount of subsidy of Rs.....(Rupees .....only) is hereby paid to the society both admit and execute and acknowledge the receipt of the same.

(2) The said subsidy of Rs. ....(Rupees.....shall immediately after sanction the Registrar of Co-operative Societies shall give permission to withdraw the amount after obtaining agreement and after the society has fulfilled all the conditions.

The assets acquired by the utilization of the said subsidy shall not be disposed sold or transferred without prior permission of the Registrar of Co-operative Societies in writing.



In case the society commits breach of all or any of the terms and conditions herein contained or those contained in the rules and in the said order, the society shall on demand pay the entire amount due to the Government in a lump at once.

All sums found due to Government under or by virtue of the agreement shall be recoverable from the society and its assets movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as if such sums are arrears of land revenue and in such other manner as the Government may deem fit.

The society hereby declares that the executants here of for and on behalf of the society has got full power and authority to execute this agreement for and on behalf of the society as per the Resolution No.....duly passed.

IN WITNESS WHERE OF Shri.....for and on behalf of the society and Shri.....for on behalf of the Governor of Kerala have hereunto set their hands and the seal of the society has hereunto been fixed the day, month and year first above written.

Signed by Shri.....for and behalf of the society

In the presence of witness:-

- 1.
- 2.

Signed by Shri.....(here in after Name and Designation) for and on behalf of the Governor of Kerala

In the presence of witness

- 1.
- 2.

Form C

THIS DEED OF HYPOTHICATION made on the ..... day of ..... Two thousand ..... by Sri.....(President) son of .....aged .....(House) .....Sri.....(Secretary/Chief Executive).....Son of .....and Sri.....(Board .....member) .....Son of .....(House) ..... for and on behalf of .....a society registered under the Kerala Co-operative Societies Act 1969. (Act 21 of 1969) and having its registered office at .....(Therein after called the hypothecator) in favour of the Governor of Kerala (herein after called "The Government").

Whereas the hypothecator has applied to the Government, for a loan of Rs.....(Rupees .....) under the rules for the payment of financial assistance to Co-operative Hospital Societies for establishing well equipped medical laboratories/blood bank for giving financial assistance.

.....(President).....

.....(Secretary).....

.....(Board Member).....

WHEREAS, the Government have in Order No..... of the Co-operative Department Secretariat, Thiruvananthapuram (herein after referred for as the (said order) sanctioned the payment .....of .....the .....loan .....of Rs.....(Rupees .....) to the hypothecated for the purpose of taking up projects for promoting hospital co-operatives recommended by the Working Group and Government subjected to the terms and conditions contained in the said order and in the Rules(copies of which are here in attached and which shall from part of this deed as it incorporated herein) and subject to the terms and conditions herein after appearing.

Now THESE PRESENTS WITNESS AS FOLLOWS

In this consideration.....of.....the.....sum of .....Rs. (Rupees .....)

.....only) sanctioned to the hypothecator by the Government, the hypothecator do hereby transfer by way of simple mortgage to the Government all the assets particulars of which are mentioned and described here under written to the intent that the assets shall remain and be charged with by way of security for the due and deligent repayment to the Government of the said loan amount with interest, penal interest and cost if any accordance with the rules, said order and for the due fulfillment by the

hypothecator of the terms and conditions herein contained and those contained in the rules and in the said order and the Government shall have the first charge over the same.

2. The hypothecator do hereby agree that the hypothecator shall abide by the terms and conditions contained in the Rules and in the said order which shall form part of this deed.
3. The hypothecator do hereby assure the Government that the hypothecators are the absolute owners of the assets hereby hypothecated and that it is free from any encumbrance or charge of any description whatsoever or any attachment or restraints on alienation.
4. The hypothecator shall not any time during the conferment of this security create encumbrance of any kind whatsoever in respect of the assets mentioned and described in the schedule hereto or part with possession of the same and that it shall remain and continue to remain from any encumbrance or liability whatsoever.

..... (President) Member No. ....

..... (Secretary/Chief Executive) .....

..... (Board Member) Member No. ....

5. The Hypothecator do hereby agree that the amount of the loan shall not be utilized for any purpose other than that for which it is granted.
6. The hypothecator shall maintain a separate register and render correct accounts of the expenditure incurred out of the loan. The accounts shall be open for inspection by any officer authorized on this behalf by the Government or Registrar of Co-operative Societies.
7. The loan shall bear interest at the rate prescribed by government from time to time.
8. The loan amount principal shall be repaid in 12 equal annual instalments. The first instalment shall fall due on the expiry of the 1<sup>st</sup> year of the date of drawl of the amount. The interest on loan amount shall be paid in six annual instalments, the first instalment being due on the 13<sup>th</sup> anniversary of the drawal of loan amount.
9. If any instalment of principal or interest is not paid on the due date the penal interest at the rate of 2.5% in addition to the usual rate will be paid on the amounts which have become overdue.
10. In case of the hypothecator fails in comply with all or any of the terms and conditions on which the said loan has been granted either by utilizing the loan →

amount or any point there of or otherwise than as provided in the said rules or shall not duly repay the amount of the said loan or any part there of or any interest there on or commit breach of all or any of the terms and conditions herein contained or in the Rules, or in the said order then and in any such case the Government shall be competent to recover the entire sum there on outstanding in lump at one and the Government shall have power to proceed against the assets herein hypothecated and charged and the Government shall have all the powers vested under the transfer of property act.

..... (PRESIDENT) Member No. ....  
..... (SECRETARY/ CHIEF EXECUTIVE) .....  
..... (BOARD MEMBER) Member No. ....

- 11. The hypothecator do hereby further agree that without prejudice to and in addition to other modes of recovery all sums found due to the Government under or by virtues of these presents shall be recoverable from the hypothecator and its assets herein hypothecated and other movable properties as if such sums are arrears of public Revenue due on land under the provisions of the Revenue Recovery Act for the time being in force and in such other manner as the Government may deem fit.
- 12. The hypothecator hereby assures into the government that the executants here of on behalf of the hypothecator have got full power and authority to do so an per resolution No. .... dated ..... of the hypothecator.

SCHEDULE

- 1.
- 2.
- 3.
- 4.
- 5.

..... Value .....  
..... (President) Member No. ....  
..... (Secretary/Chief Executive) .....  
..... (Board Member) Member No. ....

In ..... witness ..... where of ..... Sri .....  
( PRESIDENT) Sri ..... (SECRETARY/ CHIEF EXECUTIVE)  
and Sri. .... (BOARD MEMBER) for and on behalf of the  
hypothecator, have here unto set their hands the day and years first above  
written at ..... P.O..... village within the jurisdiction of the  
Sub Registrar ..... with the intension to Register this deed at the Sub  
Registrar office .....

SIGNED BY Sri..... (PRESIDENT)  
SIGNED BY Sri..... (SECRETARY/CHIEF EXECUTIVE)  
SIGNED BY Sri..... (BOARD MEMBERS)  
in the presence of witness.

- 1. ....
- 2. ....

SIGNED By Sri/Smt ..... for and on behalf of the Governor of  
Kerala in the presence of witness.

**FORM D**

THIS AGREEMENT IS executed on this the .....  
 day of ..... Two thousand and .....  
 BETWEEN (Hereafter name of the society) a society registered  
 under the ..... Act and having its  
 registered office ..... (hereinafter referred to as  
 "the society") of the one part and the GOVERNOR OF KERALA (Hereinafter referred  
 to as "the Government") of the other part

WHEREAS on the application of the society under the "Rules - governing  
 Government's Share Capital contribution to Co-operative Hospital societies in the  
 State" (hereinafter called "the rules", which shall form part of this deed as if  
 incorporated herein) for assistance, the Government have in  
 G.O.No..... dated ..... (hereinafter called the said  
 order" which shall form part of this deed as if incorporated herein) sanctioned the  
 payment of an amount of Rs..... as share capital  
 contribution to the society subject to the terms and conditions contained in the Rules,  
 said order, and these hereinafter appearing to which the society has also agreed

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the payment of Rs.....(Rupees .....  
 Only) the Receipt of which the society hereby accepts and acknowledges the  
 society hereby agrees that the amount shall be utilized only for the purpose for  
 which it was sanctioned and for no other purpose. The unutilized portion, if any,  
 of the amount paid shall be surrendered to the Government within the time fixed  
 by the Registrar of Co-operative Societies.

2. The society shall repay the share capital contribution amount of Rs..... in ten-equal annual instalments of Rs. (Rupees ..... Only) the first instalment being payable on the date of expiry of third-year from the date on which the share capital contribution was disbursed to the society and the subsequent instalment on the corresponding dates of the succeeding years.
3. In the case of default in payment of any instalment of the amount in accordance with clause (2) above the society shall pay penal interest at the rate of 2 1/2 % per annum for the defaulted instalments calculated on the amount defaulted from the last date of default till the date of repayment.
4. The society shall issue printed share certificate in the name of the Governor of Kerala to the Registrar of Co-operative Societies within one month from the date of receipt of the share capital contribution.
5. Not with standing anything herein contained or in the Rules or in the said order or in the byelaws of the society it shall be open to the Government to with draw at any time without stating any reason what so ever the whole or any portion of the Government share capital contribution and the society shall there upon forthwith refund the amount so with drawn in a lump.
6. (a) The dividend not less than 5% every year on the shares allotted to Government) shall be paid to the Government by remittance into the nearest government treasury within one month after the division of profit for each year is approved by the General body of the society.  
(b) The dividend shall be payable on the share capital contribution made by the Government in the society from time to time after deducting the repayment made by the society.
7. In case the society commits breach of all or any of the terms and conditions herein contained or those contained in the rules and the said order, the society shall on demand pay the entire amount due to the Government in a lump at once.
8. If any dispute arises out of or under or touching this agreement the matter shall be referred to the Government and the decision of the Government shall be final and legally binding the society.
9. All sums found due to the government under or by virtue of this deed shall be recoverable from the society and its properties both movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as

though such are for the benefit of revenue and in any other manner as the Government may deem fit.

10. The society hereby declares that the executive hereof for and on behalf of the society has got full power and authority to execute this agreement for and on behalf of the society as per the resolution No. .... duly passed on ..... it is hereby mutually agreed upon by both the parties that this agreement shall be deemed to have come into force on and from .....

11. IN WITNESS WHERE OF SHRI ..... for and on behalf of the Society and Shri ..... for on behalf of the Governor of Kerala have hereunto set their hands and the seal of the society has hereunto been fixed the day, month and year first above written.

Signed by Shri ..... for and on behalf of the society

In the presence of Witness

1.

2.

Signed by Shri ..... (hereinafter Name and Designation)  
for and on behalf of the governor of Kerala

In the presence of Witness

1.

2.