



കേരള സർക്കാർ
സംഗ്രഹം

തദ്ദേശ സ്വയംഭരണ വകുപ്പ് - കുടുംബശ്രീ മിഷന്റെ ആഭിമുഖ്യത്തിൽ സി.ഡി.എസ് - ന്റെ ഗ്യാരന്റിയോടുകൂടി സഹകരണ ബാങ്കുകൾ മുഖേന നൽകിയ ഭവനശ്രീ വായ്പാ ബാധ്യത സർക്കാർ ഏറ്റെടുത്ത് - ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

തദ്ദേശ സ്വയംഭരണ (ഐ.എ) വകുപ്പ്
സ.ഉ.(എം.എസ്)നം. 96/2014/തസ്വഭവ. തിരുവനന്തപുരം, തീയതി 31/05/2014.

- പരാമർശം: (1) 13/09/2010 ലെ സ.ഉ. (എം.എസ്) നം.211/2010/തസ്വഭവ.
- (2) കുടുംബശ്രീ എക്സിക്യൂട്ടീവ് ഡയറക്ടറുടെ 5.2.2011 ലെ കെ.എസ്.സി/4468/2010 നമ്പർ കറിപ്പ്.

ഉത്തരവ്

പരാമർശം 1- ലെ ഉത്തരവ് പ്രകാരം കുടുംബശ്രീ മുഖേന ദേശസാൽകൃത ബാങ്കുകളിൽ നിന്നും അനുവദിച്ചിരുന്ന ഭവനശ്രീ വായ്പകൾ സർക്കാർ ഏറ്റെടുത്തിരുന്നു. ഈ സാഹചര്യത്തിൽ കുടുംബശ്രീ, സി.ഡി.എസ്. ന്റെ ഗ്യാരന്റിയോടുകൂടി സഹകരണ ബാങ്കുകൾ മുഖേന നൽകിയ വായ്പകളുടെ ബാധ്യതയും സർക്കാർ ഏറ്റെടുക്കണമെന്ന് കുടുംബശ്രീ എക്സിക്യൂട്ടീവ് ഡയറക്ടർ പരാമർശം 2- പ്രകാരം സർക്കാരിനോട് അഭ്യർത്ഥിച്ചിരുന്നു. സഹകരണ ബാങ്കുകളിൽ നിന്ന് നൽകിയിട്ടുള്ള വിവിധ ഭവനശ്രീ വായ്പകൾ പ്രകാരം 3543 ഗുണഭോക്താക്കളുടെ ഭവനശ്രീ അക്കൗണ്ടുകളിലായി പിഴപ്പലിശയില്ലാതെ 14,39,10,134 /- രൂപ, (പതിനാല് കോടി മുപ്പത്തി ഒൻപത് ലക്ഷത്തി പതിനായിരത്തി ഒരനൂറ്റി മുപ്പത്തിനാല് രൂപ മാത്രം) 57 സഹകരണ ബാങ്കുകൾക്കായി 30.6.2013 വരെ തിരിച്ചടയ്ക്കാൻ ബാക്കി ഉണ്ടെന്നും ഇതിൽ 8,14,92,605/- രൂപ(എട്ട് കോടി പതിനാല് ലക്ഷത്തി തൊണ്ണൂറ്റി രണ്ടായിരത്തി അറുനൂറ്റി അഞ്ച് രൂപ മാത്രം) കുടിശ്ശിക കഴിഞ്ഞ് മുതൽ ഇനത്തിൽ 6,24,17,529/- രൂപ (ആറു കോടി ഇരുപത്തിനാല് ലക്ഷത്തി പതിനേഴായിരത്തി അഞ്ഞൂറ്റി ഇരുപത്തൊൻപത് രൂപ മാത്രം) യുമാണുള്ളതെന്നും 6,24,17,529/- രൂപയ്ക്ക് (ആറു കോടി ഇരുപത്തിനാല് ലക്ഷത്തി പതിനേഴായിരത്തി അഞ്ഞൂറ്റി ഇരുപത്തൊൻപത് രൂപ മാത്രം) 7.5% പലിശ നിരക്കിൽ 6 വർഷംകൊണ്ട് 57 ബാങ്കുകൾക്ക് തിരിച്ചടയ്ക്കുമ്പോൾ ഓരോ വർഷവും 1,32,97,761/- രൂപ (ഒരു കോടി മുപ്പത്തി രണ്ട് ലക്ഷത്തി തൊണ്ണൂറ്റി ഏഴായിരത്തി എഴുനൂറ്റി അറുപത്തി ഒന്ന് രൂപ മാത്രം) വീതം നൽകേണ്ടി വരുമെന്നും ഇപ്രകാരം 6 വർഷം കൊണ്ട് 7,75,50,976/- രൂപ (ഏഴു കോടി എഴുപത്തഞ്ച് ലക്ഷത്തി അൻപതിനായിരത്തി തൊള്ളായിരത്തി എഴുപത്തി ആറ് രൂപ മാത്രം) നൽകേണ്ടി വരുമെന്നും എക്സിക്യൂട്ടീവ് ഡയറക്ടർ റിപ്പോർട്ട് ചെയ്തിരുന്നു.

2. സർക്കാർ ഈ വിഷയം വിശദമായി പരിശോധിച്ചു. കുടുംബശ്രീ, സി.ഡി.എസ്. ന്റെ ഗ്യാരന്റിയോടുകൂടി സഹകരണ ബാങ്കുകളിൽ നിന്നും ലഭ്യമാക്കിയതും ഇതോടൊപ്പം അനുബന്ധമായി ചേർത്തിട്ടുള്ളതുമായ ഭവനശ്രീ ബാങ്ക് വായ്പാ ബാധ്യതകൾ സർക്കാർ ഏറ്റെടുത്തുകൊണ്ടും ബന്ധപ്പെട്ട ധനകാര്യ സ്ഥാപനങ്ങളുമായി കരാറിലേർപ്പെടാൻ കുടുംബശ്രീക്ക് അനുമതി നൽകിയും ഇതോടൊപ്പമുള്ള മാർഗ്ഗ നിർദ്ദേശങ്ങളും കരാർ ഉടമ്പടി

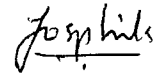
(മുദ്രപുറം)

രേഖയും അംഗീകരിച്ചും ഉത്തരവാകുന്നു. അനുബന്ധമായി ചേർത്തിട്ടുള്ള കരാർ ഉടമ്പടി പ്രൊഫോർമയിലെ വ്യവസ്ഥകൾ പ്രകാരംതന്നെ ഇക്കാര്യത്തിൽ തുടർനടപടി സ്വീകരിക്കേണ്ടതാണ്.

ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം
ജെയിംസ് വർഗ്ഗീസ്,
ഗവ. പ്രിൻസിപ്പൽ സെക്രട്ടറി

എക്സിക്യൂട്ടീവ് ഡയറക്ടർ, കുടുംബശ്രീ, തിരുവനന്തപുരം.
നഗരകാര്യ/പഞ്ചായത്ത് ഡയറക്ടർ, തിരുവനന്തപുരം.
സഹകരണ സംഘം രജിസ്ട്രാർ, തിരുവനന്തപുരം.
ഡയറക്ടർ, ലോക്കൽ ഫണ്ട് ആഡിറ്റ്, തിരുവനന്തപുരം.
അക്കൗണ്ടന്റ് ജനറൽ (എ&ഇ/എൽ.ബി.എ), കേരളം, തിരുവനന്തപുരം
ഡയറക്ടർ, ഇൻഫർമേഷൻ & പബ്ലിക് റിലേഷൻസ് വകുപ്പ്
ഡയറക്ടർ, ഇൻഫർമേഷൻ കേരള മിഷൻ, തിരുവനന്തപുരം
പൊതുഭരണ (എസ്.സി) വകുപ്പ് (26.2.2014 ലെ ഇനം നമ്പർ 4997)
ധനകാര്യ വകുപ്പ് (31.12.2013 ലെ നമ്പർ 93873/ഡെവ.2/13/ഫിൻ)
സ്റ്റോക്ക് ഫയൽ/ ഓഫീസ് കോപ്പി

ഉത്തരവിൻ പ്രകാരം



സെക്ഷൻ ഓഫീസർ

GUIDELINES

Kudumbashree District Mission Coordinators collected the updated arrear and loan outstanding details of Bhavanashree loans from each bank and submitted to the Kudumbashree State Mission. State Mission has consolidated the reports submitted by the District Mission Coordinators. As per the updated Bhavanashree data, as on 30.06.2013 there are 57 Cooperative sector banks with arrears Rs. 8,40,53,524 (Rupees eight crore forty lakh fifty three thousand five hundred and twenty four only) and Loan balance Rs. 14,64,71,053 (Rupees fourteen crore sixty four lakh seventy one thousand and fifty three only). Bank wise arrears and loan balance as on 30.6.2013 is provided in the **Annexure I**

Payment of Arrears

1. The entire arrears of Bhavanashree loan outstanding as on 30.06.2013 are to be cleared. Banks agree to waive all penal interest on any defaulted amount. Penal interest amounts shall not figure in either the arrears or in the restructured new loan. Any error in calculation of the arrears or balance to be repaid after clearing arrears will be adjusted against subsequent release of installment.
2. Under Bhavanashree loan, as on 30.06.2013, arrears without penal interest are Rs 8,14,92,605 (Rupees eight crore fourteen lakh ninety two thousand six hundred and five only) and loan outstanding without penal interest are Rs. 14,39,10,134 (Rupees fourteen crore thirty nine lakh ten thousand one hundred and thirty four only)
3. Government would pay the required amount for arrear payment to Kudumbashree. Kudumbashree would utilize the amount for effecting arrear payment to banks on behalf of the beneficiaries. The amount would be transferred to the respective CDS/beneficiary loan accounts with the bank to effect payment of all outstanding Bhavanashree dues in all beneficiary accounts as on 30.06.2013.
4. For this purpose each bank would designate a nodal branch. Out of the Special Grant assistance, Kudumbashree would pay the arrears to respective nodal branches of each bank. Along with payment, Kudumbashree would instruct the bank to transfer the amount to each Bhavanashree loan account. Nodal branches of each bank shall transfer the Kudumbashree amount to their respective branches with outstanding Bhavanashree loans. Branches shall in turn transfer to the individual loan accounts. Thus account-wise arrears would be cleared.
5. After the arrears payment, the balance amount will be restructured as new unsecured loan to Kudumbashree and repayment will be made thereafter in 6 years. The repayment will be made in six annual installments with the interest rate 7.50% p.a. This is subject to the condition that banks shall release the mortgaged documents to the beneficiaries once the arrears are paid and the loan restructured.

Payment of balance principal amount

1. After the arrears payment all Bhavanashree loan accounts of a particular Bank will be bundled into a single loan account. (There will be only one loan account for a bank. If there are 50 banks with Bhavanashree loans, then there will be 50 loan accounts.)
2. Once the arrears are cleared then there would be loan balance of Rs. 6,24,17,529 (Rupees Six crore twenty four lakh seventeen thousand five hundred and twenty nine only). The loan balance will be repaid within six years at interest rate of 7.50 % p.a. Repayment schedule is provided in **Annexure II**.
3. The equated annual installment is estimated (at interest rate of 7.50 %) to be Rs. 1,32,97,761. (Rupees One crore thirty two lakh ninety seven thousand seven hundred and sixty one only). Six installments amounting to Rs. 7,75,50,976 (Rupees Seven crore seventy five lakh fifty thousand nine hundred and seventy six only) will be required to clear the balance.
4. Kudumbashree would pay the annual installment amount to respective nodal branches of each bank. Due date for the annual payment would be 28th February of every financial year. For example, the due date for the financial year 2013-14 would be 28.2.2014.

Authorization to be taken to operationalise the takeover

1. A tripartite agreement for repayment between Government (represented by Local Self Government Department), Kudumbashree and Banks will be concluded to operationalise the takeover. A copy of the tripartite agreement entered into nationalized banks is attached as **Annexure III**

Annexure I

Sl No	Bank	No of Loan Accounts	Loan amount availed	Total Loan Outstanding (as on 30.06.2013)	Total Arrears (as on 30.06.2013)	Penal interest Charged (as on 30.06.2013)
1	Ala Service Co-operative Bank Ltd No: 2123	1	1,20,000	86,018	86,018	4,318
2	Alappuzha District Co-operative Bank	26	2,15,75,000	2,14,56,394	1,07,82,468	1,65,703
3	Ambalathumbagam Service Co-operative Bank	1	40,000	6,789	6,789	149
4	Arthunkal Village Service Co-Operative Bank Ltd No: 3772	95	47,50,000	57,58,348	38,67,600	4,57,643
5	Bharatheepuram Service Co-operative Bank	1	40,000	9,922	9,922	0
6	Chakkittapara Service Co-operative Bank	15	7,50,000	8,71,002	5,65,570	11,962
7	Cheacode Service Co-operative Bank Ltd., No. F: 1897	13	3,40,000	3,50,541	2,47,997	0
8	Chelannur Service Co-operative Bank	21	10,40,000	8,69,454	6,67,259	15,351
9	Cheruthazham Service Co-operative Bank	25	12,50,000	11,20,337	3,97,962	2,967
10	Elappully Service Co-operative Bank	15	6,00,000	7,49,120	6,24,024	12,766
11	Eramala service Co-Operative Bank	31	15,20,000	15,36,336	9,79,910	10,391
12	Farmer's Service Co-operative Bank Ltd No.F:977	32	15,05,000	16,04,569	10,59,287	24,759
13	Farmer's Service Co-operative Bank Ltd No.R.187	24	12,00,000	15,11,566	6,28,324	9,642
14	Idukki District Co-operative Bank	7	2,70,000	1,15,821	18,818	0
15	Ilambal Service Co-operative Bank	1	50,000	23,092	23,092	786
16	Irikkur Service Co-operative Bank	16	7,60,000	6,73,938	3,52,005	5,266
17	Kadannappalli-Panapuzha Service Co-operative Bank Ltd No C. 818	69	34,50,000	31,66,136	14,96,107	29,705
18	Kalliad Service Co-operative Bank	75	37,50,000	34,12,590	20,59,465	72,750
19	Kanhirode Service Co-operative Bank	1	40,000	9,382	1,382	30
20	Kanjikuzhy Service Co-operative Bank	5	2,00,000	1,81,697	1,20,953	4,742
21	Kannambra Service Co-operative Bank	8	4,00,000	3,00,830	3,00,830	9,448

Sl No	Bank	No of Loan Accounts	Loan amount availed	Total Loan Outstanding (as on 30.06.2013)	Total Arrears (as on 30.06.2013)	Penal interest Charged (as on 30.06.2013)
22	Kannur District Co-operative Bank	48	2,15,50,000	1,74,79,131	82,07,770	4,27,503
23	Kathirur Service Co-operative Bank	1	27,60,000	21,03,087	11,37,387	1,933
24	Kattappana Service Co-operative Bank	7	2,80,000	2,93,070	2,43,983	0
25	Kavilumpara Service Co-operative Bank	11	5,50,000	8,00,236	5,12,112	17,140
26	Kinanoor Service Co-operative Bank	2	31,40,000	25,63,922	8,80,286	12,467
27	Kizhakkenalpathil Service Co-operative Bank Ltd No: 1164	18	9,00,000	9,15,951	5,68,402	0
28	Kozhikode District Co-operative Bank	625	2,79,25,000	2,95,14,642	1,70,55,147	3,87,759
29	Kurumathur Service Co-operative Bank	8	3,20,000	1,17,516	17,607	0
30	Malappattam Service Co-operative Bank	4	30,00,000	19,52,038	13,16,208	6,832
31	Malippara Service Cooperative Bank Ltd No-E18	1	40,000	35,819	9,159	6
32	Mankulam Service Co-operative Bank	2	80,000	54,592	54,592	3,122
33	Mantharathur Co-Operative Rural Bank	25	12,50,000	12,48,310	9,52,477	30,869
34	Meppayoor Service Co-operative Bank	4	2,00,000	2,96,938	2,96,938	19,442
35	Narikkuni Service Co-operative Bank	18	7,70,000	9,60,480	5,64,618	36,384
36	Nattika Firka Co-operative Rural Bank Ltd F:1251	179	95,45,000	95,04,560	62,97,800	1,27,319
37	Nedumkandom Service Co-operative Bank	5	2,00,000	1,75,788	1,24,423	6,886
38	Parathodu Service Co-operative Bank	1	40,000	17,349	3,869	0
39	Pattomcolany Service Co-operative Bank	11	4,40,000	3,81,546	2,74,214	0
40	Peravoor Panchayat Vanitha Service Co-operative Society	11	4,40,000	2,27,770	69,843	3,056
41	Pookkottur Service Co-operative Bank Ltd., No: F.1492	6	2,40,000	2,12,194	2,12,194	3,146
42	Santhapara Service Co-operative Bank,	1	40,000	31,989	20,464	696
43	Thamarassery Service Co-op Bank	84	4,135,000	35,18,562	34,06,050	1,08,473

Sl No	Bank	No of Loan Accounts	Loan amount availed	Total Loan Outstanding (as on 30.06.2013)	Total Arrears (as on 30.06.2013)	Penal interest Charged (as on 30.06.2013)
44	The Birikulam Service Co-operative Bank	2	2,680,000	21,37,657	11,46,032	35,423
45	The Chemnad Service Co-operative Bank	1	50,000	20,178	20,178	928
46	The Chengala Service Co-operative Bank	1	40,000	31,228	10,764	95
47	The Cherthala South Service Co-operative Bank Ltd No: 1344	101	4,995,000	54,61,587	37,62,945	2,02,782
48	The Karinthalam Service Co-operative Bank	3	2,860,000	26,74,297	12,30,963	18,488
49	The Kasaragod District Co-operative Bank	4	4,100,000	43,13,758	23,00,527	50,295
50	The Maloth Service Co-operative Bank	3	3,60,000	126,285	42,298	1,085
51	The Palakkad District Co-operative Bank	25	1,648,000	14,21,574	11,39,734	13,081
52	The Pallikara Service Co-operative Bank	1	1,00,000	59,283	59,283	1,169
53	The Panayal Service Co-operative Bank	1	1,50,000	1,18,069	1,18,069	3,167
54	The Perumbala Service Co-operative Bank	1	1,70,000	1,96,978	1,96,978	8,855
55	Thrissur District Co-operative Bank	31	5,950,000	45,44,481	15,41,309	15,252
56	Vilappil Service Co-operative Bank	122	4,960,000	39,54,537	27,03,710	69,116
57	Wayanad District Co-operative Bank	98	4,900,000	51,91,769	32,59,409	1,09,772
	Grand Total	1,948	15,44,58,000	14,64,71,053	8,40,53,524	25,60,919

Annexure II

SI No	Bank	Total Arrears without penal interest as on 30.06.2013	Loan amount after arrears is paid	Interest rate per annum	Yearly payment	Total amount required for six years
1	Ala Service Co-operative Bank Ltd No: 2123	81,700	0	7.50%	0	0
2	Alappuzha District Co-operative Bank	1,06,16,765	1,06,73,926	7.50%	22,74,026	1,32,61,878
3	Ambalathumbagam Service Co-operative Bank	6,640	0	7.50%	0	0
4	Arthunkal Village Service Co-Operative Bank Ltd No: 3772	34,09,957	18,90,748	7.50%	4,02,815	23,49,169
5	Bharatheepuram Service Co-operative Bank	9,922	0	7.50%	0	0
6	Chakkittapara Service Co-operative Bank	5,53,608	3,05,432	7.50%	65,071	3,79,485
7	Cheacode Service Co-operative Bank Ltd., No. F: 1897	2,47,997	1,02,544	7.50%	21,847	1,27,406
8	Chelannur Service Co-operative Bank	6,51,908	2,02,195	7.50%	43,077	2,51,218
9	Cheruthazham Service Co-operative Bank	3,94,995	7,22,375	7.50%	1,53,899	8,97,518
10	Elappully Service Co-operative Bank	6,11,258	1,25,096	7.50%	26,652	1,55,425
11	Eramala service Co-Operative Bank	9,69,519	5,56,426	7.50%	1,18,544	6,91,334
12	Farmer's Service Co-operative Bank Ltd No.F:977	10,34,528	5,45,282	7.50%	1,16,170	6,77,488
13	Farmer's Service Co-operative Bank Ltd No.R.187	6,18,682	8,83,242	7.50%	1,88,171	10,97,388
14	Idukki District Co-operative Bank	18,818	97,003	7.50%	20,666	1,20,522
15	Ilambal Service Co-operative Bank	22,306	0	7.50%	0	0
16	Irikkur Service Co-operative Bank	3,46,739	3,21,933	7.50%	68,587	3,99,986
17	Kadannappalli-Panapuzha Service Co-operative Bank Ltd No C. 818	14,66,402	16,70,029	7.50%	3,55,792	20,74,936
18	Kalliad Service Co-operative Bank	19,86,715	13,53,125	7.50%	2,88,277	16,81,197
19	Kanhirode Service Co-operative Bank	1,352	8,000	7.50%	1,705	9,939
20	Kanjikuzhy Service Co-operative Bank	1,16,211	60,744	7.50%	12,942	75,471

Sl No	Bank	Total Arrears without penal interest as on 30.06.2013	Loan amount after arrears is paid	Interest rate per annum	Yearly payment	Total amount required for six years
21	Kannambra Service Co-operative Bank	2,91,382	0	7.50%	0	0
22	Kannur District Co-operative Bank	77,80,267	92,71,361	7.50%	19,75,217	1,15,19,253
23	Kathirur Service Co-operative Bank	11,35,454	9,65,700	7.50%	2,05,738	11,99,839
24	Kattappana Service Co-operative Bank	2,43,983	49087	7.50%	10,458	60,988
25	Kavilumpara Service Co-operative Bank	4,94,972	2,88,124	7.50%	61,384	3,57,980
26	Kinanoor Service Co-operative Bank	8,67,819	16,83,636	7.50%	3,58,691	20,91,842
27	Kizhakkenalpathil Service Co-operative Bank Ltd No: 1164	5,68,402	3,47,549	7.50%	74,044	4,31,814
28	Kozhikode District Co-operative Bank	1,66,67,388	1,24,59,495	7.50%	26,54,432	1,54,80,368
29	Kurumathur Service Co-operative Bank	17,607	99,909	7.50%	21,286	1,24,131
30	Malappattam Service Co-operative Bank	13,09,376	6,35,830	7.50%	1,35,461	7,89,990
31	Malippara Service Cooperative Bank Ltd No-E18	9,153	26,660	7.50%	5,680	33,124
32	Mankulam Service Co-operative Bank	51,470	0	7.50%	0	0
33	Mantharathur Co-Operative Rural Bank	9,21,608	2,95,833	7.50%	63,026	3,67,559
34	Meppayoor Service Co-operative Bank	2,77,496	0	7.50%	0	0
35	Narikkuni Service Co-operative Bank	5,28,234	3,95,862	7.50%	84,337	4,91,840
36	Nattika Firka Co-operative Rural Bank Ltd F:1251	61,70,481	32,06,760	7.50%	6,83,184	39,84,257
37	Nedumkandom Service Co-operative Bank	1,17,537	51,365	7.50%	10,944	63,818
38	Parathodu Service Co-operative Bank	3,869	13,480	7.50%	2,872	16,748
39	Pattomcolany Service Co-operative Bank	2,74,214	1,07,332	7.50%	22,867	1,33,355
40	Peravoor Panchayat Vanitha Service Co-operative Society	66,787	1,57,927	7.50%	33,646	1,96,217
41	Pookkottur Service Co-operative Bank Ltd., No: F.1492	2,09,048	0	7.50%	0	0

Sl No	Bank	Total Arrears without penal interest as on 30.06.2013	Loan amount after arrears is paid	Interest rate per annum	Yearly payment	Total amount required for six years
42	Santhapara Service Co-operative Bank,	19,768	11,525	7.50%	2,456	14,318
43	Thamarassery Service Co-op Bank	32,97,577	1,12,512	7.50%	23,971	1,39,790
44	The Birikulam Service Co-operative Bank	11,10,609	9,91,625	7.50%	2,11,261	12,32,050
45	The Chemnad Service Co-operative Bank	19,250	0	7.50%	0	0
46	The Chengala Service Co-operative Bank	10,669	20,464	7.50%	4,360	25,425
47	The Cherthala South Service Co-operative Bank Ltd No: 1344	35,60,163	16,98,642	7.50%	3,61,888	21,10,486
48	The Karinthalam Service Co-operative Bank	12,12,475	14,43,334	7.50%	3,07,495	17,93,278
49	The Kasaragod District Co-operative Bank	22,50,232	20,13,231	7.50%	4,28,909	25,01,350
50	The Maloth Service Co-operative Bank	41,213	83,987	7.50%	17,894	1,04,349
51	The Palakkad District Co-operative Bank	11,26,653	2,81,840	7.50%	60,045	3,50,173
52	The Pallikara Service Co-operative Bank	58,114	0	7.50%	0	0
53	The Panayal Service Co-operative Bank	1,14,902	0	7.50%	0	0
54	The Perumbala Service Co-operative Bank	1,88,123	0	7.50%	0	0
55	Thrissur District Co-operative Bank	15,26,057	30,03,172	7.50%	6,39,811	37,31,307
56	Vilappil Service Co-operative Bank	26,34,594	12,50,827	7.50%	2,66,483	15,54,096
57	Wayanad District Co-operative Bank	31,49,637	19,32,360	7.50%	4,11,680	24,00,871
	Grand Total	8,14,92,605	6,24,17,529		1,32,97,761	7,75,50,976

TRIPARTIATE AGREEMENT

Agreement executed on this the day of2014 between The Governor of Kerala, acting through the Secretary to Government of Kerala, Local Self-Government Department represented by Sri (hereinafter referred to as 'The Government' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean its successors and assigns) of the FIRST PART;

AND

The State Poverty Eradication Mission (Kudumbashree), an organisation registered under the Travancore Cochin Literary Scientific and Charitable Societies Registration Act, 1955 for undertaking activities for poverty eradication, represented by Sri/Smt Executive Director (hereinafter referred to as '**Kudumbashree**' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the SECOND PART

AND

....., a Bank registered under the with their Head Office at represented by their duly constituted attorney Sri/Smt(hereinafter called the '**the co-operative bank**' which expression shall be deemed to include their administrators, assigns, successors and attorneys) of the THIRD PART.:

(all the parties hereinafter collectively referred to as '**the Parties**')

WHEREAS, the Co-operative Bank has extended credit facilities by way of Term loans known as 'Bhavanashree loans' implemented under the leadership of Kudumbashree to various Community Development Societies (hereinafter referred individually as 'CDS' and collectively as 'CDSs'), neighbourhood Groups (NHGs) or to NHG members guaranteed by CDS. CDSs were formed at Municipal/Panchayat Level and were registered under the provisions of The Travancore Cochin Literary, Scientific and Charitable Societies Registration Act, 1955 of Kerala. CDSs were constituted by various federating Area Development Societies (ADS) which is in turn formed by 8 to 10 neighbourhood Groups (NHGs) consisting of 10-20 persons selected from various families (hereinafter referred as beneficiaries). (The list of CDSs and details of credit facilities extended by Bank to such CDSs are furnished in Annexure I to this agreement). The credit facilities extended by Bank to CDSs as aforesaid are hereinafter referred as 'loans';

AND WHEREAS, the CDSs had utilized the proceeds of their loan for respective housing projects formulated by them, mainly for construction of houses in the plots owned by their respective beneficiaries selected under the project by onward lending/distribution to the beneficiaries backed by their personal guarantee and equitable mortgage of house property;

AND WHEREAS, as on 30th June 2013, some of the loans were regular and some have become irregular on default of repayment/classified as Non Performing Assets in the books of the Bank. As on 30th June 2013, an amount of ₹ /- (Rs.)
.....) is due to the bank towards arrears without penal interest (hereinafter referred to as 'loan arrears') and the total liability outstanding without penal interest as on 30th June 2013 is of ₹/- (Rs.) in the respective loan accounts of the Bank as furnished in Annexure I to this agreement;

AND WHEREAS, the Government has come out with a proposal and promised to clear the loan arrears as at 30th June, 2013 and to repay the balance amount thereafter in 6 (six) years in annual instalments with interest and applicable interest tax and/or other statutory levy if any, details of which are listed out in Government Order bearing Ref No.GO(MS)No. 96/2014/LSGD dt. 31.05.2014 (Copy of the same are annexed to this agreement as Annexure II which shall form part of this agreement as if incorporated herein);

AND WHEREAS, it is also proposed by the Government that the funds for the purpose aforesaid shall be released by the Government to 'Kudumbashree' which has been agreed by the latter;

AND WHEREAS, the Bank has also agreed for clearing the loan liability in the manner aforesaid pursuant to the above said Government Order.

NOW IN CONSIDERATION OF THE ABOVE THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. The Kudumbashree hereby agree and undertake that they shall pay the 'loan arrears' to the Bank on or before The Kudumbashree shall pay the loan arrears of CDSs to the account of Kudumbashree with thebranch of the Bank designated in terms of the provisions of this Agreement (hereinafter referred to as 'The Nodal Branch') with an instruction to transfer the amount to respective loan accounts where the liability under loan is outstanding as furnished in Annexure I to this agreement. **The Bank also agrees to waive penal interest if any charged in the loans for any defaulted amount.**

2. The Bank agrees and undertakes that the Nodal Branch shall transfer to the respective loan accounts of the Bank concerned where liability under the loan is outstanding and thereby account wise arrears would be cleared out of such amount transferred to the nodal Branch.

3. The Bank agrees that on clearance of the loan arrears aforesaid, the loan liability under the aforesaid loan shall be restructured as a new single loan which shall be continued in the name of Kudumbashree. For the purpose of clarity, it is agreed by the parties herein that there will be only one loan account in the books of the Bank on conversion in the name of Kudumbashree.

4. The Bank hereby agrees and undertakes that on receipt of the loan arrears and on restructuring of loan as aforesaid, the Bank shall release the title deeds accepted by the Bank for the purpose of mortgage by way of deposit of title deeds when the loan was originally sanctioned to CDS, to respective CDSs and shall withdraw the recovery proceedings if any initiated against respective beneficiaries..

5. The parties hitherto agree that upon clearance of arrears as on 30th June, 2013, the liability under the restructured loan in the name of Kudumbashree shall be ₹ /-.
(Rs.....)

The Government and the Kudumbashree hereby jointly and severally undertake to pay the amount due to the Bank as aforesaid along with interest applicable within 6 years ie, in 5 equal annual instalments (as detailed in Annexure III of this agreement) of ₹ /-
(Rs.)

and sixth annual instalment of ₹ /-
(Rs..... commencing on 28th February, 2014 and subsequent instalments shall fall on 28th of February of subsequent years.

6. The Government and the Kudumbashree jointly and severally undertake to pay the simple interest to the Bank on the amount of the Loan outstanding at 7.50 % per annum with annual rests from 1st July, 2013 till date of payment in full and applicable interest tax and/or other statutory levies if any and also agree that the Bank shall have the right to charge interest at the above mentioned rate based on the applicable RBI regulations or guidelines from time to time. Further in the event of the default in payment of any one installment as per the terms agreed upon, the Government and the Kudumbashree undertake to pay additional interest @ 2 % per annum over and above the interest charged on the outstanding, from the date of such default till regularizing the account. If the due date in respect of an installment, interest, or any other payment falls on a day which is not a business day at the place where the payment is to be made, the immediate proceeding business day shall be the due date for such payment.

7. The Parties hitherto agree that the interest on the loan outstanding shall be calculated on the daily balance and shall be debited to the account in accordance with the practice of the Bank. The Government and the Kudumbashree jointly and severally undertake to pay interest

so debited in the account for the entire year along with the annual installment of that particular year.

8. The Government agrees and undertakes that it shall release the necessary funds required for clearance of loan arrears and loan liability as aforesaid to Kudumbashree well before the respective due dates, to enable the Kudumbashree to make necessary remittance to the nodal Branch of the Bank as per the agreed time schedule, stipulated in this agreement.

9. The Bank hereby designatesBranch of the bank as nodal branch for the purpose of this agreement.

10. The parties hitherto agree and undertake that any errors in calculation of the arrears or balance shall be cleared or shall be adjusted against subsequent release of installments and the balance if any will be paid along with the last installment.

11. The Kudumbashree agrees and undertakes that it shall utilize the amount released by the Government as aforesaid for effecting the payment of loan arrears or loan liability as the case may be as set forth herein and further undertakes that no deviation shall be made in this regard without written permission of the Bank.

12. It is agreed and declared by the Kudumbashree that it shall ensure that the beneficiaries of loan proposed to be taken over and repaid by the Government shall not become eligible thereafter for any other public housing schemes of the Central Government and/or the State Government.

13. The Kudumbashree agrees and undertakes to execute any such writings, declarations, agreements etc., as may be required by the bank at anytime during the pendency of the loan, to protect and secure the interest of the bank with reference to the loan and its repayment with interest and other charges and dues.

14. Notwithstanding anything contained herein above, it is agreed by the Government and the Kudumbashree that the whole of the Loan amount shall become forthwith due and payable to the Bank and the Bank shall be entitled to recover the entire loan jointly and severally from the Government and Kudumbashree upon the happening of any of the following events viz,

- A. Any installment of the principal or any equated yearly installment remaining unpaid for seven days after the due date for payment thereof has expired;
- B. Any interest remaining unpaid and in arrears for a period of seven days after the same shall have become due whether demanded or not;
- C. The Kudumbashree committing any breach or default in the performance or observance of any of the covenants contained in these presents;
- D. The occurrence of any event or circumstance which prejudicially or adversely affects or is likely to prejudicially or adversely affect in any manner the capacity of the Kudumbashree to repay the Loan.

15. Kudumbashree hereby affirm that their bye law permits them to borrow and to take over the liability of the loans availed by CDSs as aforesaid and have obtained all requisite approvals to execute this agreement.

16. The Government hereby affirms that it has the power to undertake the repayment of loan of CDS as aforesaid and that it has formulated/passed/obtained necessary guidelines/order to perform their obligations as per this agreement.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day, month and year first herein above written.

Signed by Sri.....

Party of the First Part

In the presence of witnesses:

1

2

Signed by Sri.....

Party of the Second Part

In the presence of witnesses:

1

2

Signed by Sri.....

Party of the Third Part

In the presence of witnesses:

1

2

ANNEXURE I

ACCOUNT WISE STATEMENT OF TOTAL LIABILITY AND LOAN ARREARS

(Amount in Rs.)

Serial Number	Loan Account Number	Name of CDS	Total Liability as on June 30, 2013 without penal interest	Loan Arrears as on June 30, 2013 without penal interest

S/d

S/d

S/d

ANNEXURE II

1. Government Order bearing reference No

S/d

S/d

S/d

ANNEXURE III

Repayment schedule for new loan						
				Yearly Payment		
Loan Amount				Rescheduled Month & Year		Jun-13
Term (years)		6		Rate of Interest per annum		7.50%
Sr No	Date	Principal Outstanding	Yearly Payment	Interest Part	Principal Part	Principal Balance
1						
2						
3						
4						
5						
6						
	TOTAL					

S/d

S/d

S/d