

6297
27/9/13

Rule Copy



കേരള സർക്കാർ
സംഗ്രഹം

സഹകരണ വകുപ്പ് - ദുർബല വനിതാ സഹകരണ സംഘങ്ങളുടെ പുനരുദ്ധാരണം - മാർഗ്ഗ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ച് ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

സഹകരണ (പി.എസ്) വകുപ്പ്

സ.ഉ.(എം.എസ്)114/2013/സഹ. തീയതി, തിരുവനന്തപുരം 11.09.2013.

പരാമർശം :- സഹകരണ സംഘം രജിസ്ട്രാരുടെ 08.02.2013, 27.06.2013

എന്നീ തീയതികളിലെ എച്ച്.വി (2)2587/2013 നമ്പർ കത്ത്.

ഉത്തരവ്

സംസ്ഥാനത്തെ ദുർബല വനിതാ സഹകരണ സംഘങ്ങളുടെ പുനരുദ്ധാരണത്തിന് നൽകുന്ന സർക്കാർ ധനസഹായത്തിന് ബഡ്ജറ്റിൽ തുക അനുവദിച്ചിട്ടുണ്ടെങ്കിലും പ്രസ്തുത തുക സംഘങ്ങൾക്ക് അനുവദിച്ചു നൽകുന്നതിനാവശ്യമായ മാർഗ്ഗ നിർദ്ദേശങ്ങൾ നിലവിലില്ലാത്തതിനാൽ തുക അനുവദിക്കാൻ സാധിക്കാത്ത അവസ്ഥയാണെന്നും ആയതിനാൽ ആവശ്യമായ മാർഗ്ഗ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ചു നൽകണമെന്ന്, മാർഗ്ഗ നിർദ്ദേശത്തിന്റെ കരട് സഹിതം, പരാമർശം പ്രകാരം സഹകരണ സംഘം രജിസ്ട്രാർ അപേക്ഷിച്ചിരിക്കുന്നു.

(2) സഹകരണ സംഘം രജിസ്ട്രാർ ലഭ്യമാക്കിയ മാർഗ്ഗ നിർദ്ദേശങ്ങളുടെ കരട് സർക്കാർ വിശദമായി പരിശോധിച്ചു. സംസ്ഥാനത്തെ ദുർബല വനിതാ സഹകരണ സംഘങ്ങളുടെ പുനരുദ്ധാരണ പദ്ധതികൾക്കു വേണ്ടി സർക്കാർ ധനസഹായമായി ബഡ്ജറ്റിൽ ഉൾപ്പെടുത്തിയിരിക്കുന്ന തുക അർഹരായ വനിതാ സംഘങ്ങൾക്ക് അനുവദിച്ചു നൽകുന്നതിന് മാർഗ്ഗനിർദ്ദേശങ്ങൾ അനിവാര്യമാണെന്നും കണ്ടതിന്റെ അടിസ്ഥാനത്തിൽ അനുബന്ധമായി ചേർത്തിരിക്കുന്ന മാർഗ്ഗ നിർദ്ദേശങ്ങൾ അംഗീകരിച്ച് ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം,
ഡോ. വി.എം. ഗോപാലമേനോൻ
ഗവൺമെന്റ് സെക്രട്ടറി

സഹകരണ സംഘം രജിസ്ട്രാർ, തിരുവനന്തപുരം.
എല്ലാ സഹകരണ സംഘം ജോയിന്റ് രജിസ്ട്രാർ (ജനറൽ)മാർക്കും.
കരുതൽ ഫയൽ/ഓഫീസ് കോപ്പി.

Copy to

✓ I & P R D - റവന്യൂ വകുപ്പ്
ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം

ഉത്തരവിൻ പ്രകാരം

സെക്ഷൻ ഓഫീസർ

GUIDELINES FOR THE PAYMENT OF OF FINANCIAL ASSISTANCE
BY WAY OF SUBSIDY, LOAN AND SHARE CAPITAL
CONTRIBUTION FOR WEAK WOMEN CO-OPERATIVE
SOCIETIES

1. These rules may be called as the Rules for the payment of Financial Assistance by way of subsidy loan and share capital contribution to Weak Women Co-operative Societies for their revitalization, on project basis.
2. The Maximum assistance payable under this scheme will be limited to 80% of the project cost subject to a maximum of Rs.10 Lakhs, each society on the basis of a project report prepared by the society and approved by the Registrar of Co-operative Societies. The Project Report should ensure a minimum 5 employment opportunities. No financial assistance will be sanctioned for the construction of building of the society under this scheme. The assistance will be paid to the society in the pattern as shown below.

Subsidy - 40%

Share Capital - 20%

Loan - 20%

3. The societies considered under this scheme should satisfy the following conditions.
 - a) The society shall have a full time qualified paid Secretary/Chief Executive and an elected Managing Committee to implement the scheme.
 - b) The society should be working in loss for three years or society is having a negative Network.
 - c) There should be adequate provisions in the bye-laws of the society for State participation in the share capital of the society.
 - d) The society should free from corrupt practices.

4. Application

The application for assistance under the scheme shall be made in form A (Part of the Rules) signed by the Chief Executive, President and 3 Committee

Members and also to be recommended by the Joint Registrar (General) of the District and shall be supported by the following documents.

- (i) 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.
 - (ii) Certificate of the Joint Registrar (General) to the effect that the society is free from corrupt practices.
 - (iii) A scheme/project report, for availing the assistance, may be employment generated, feasible and profit oriented, copy of the last approved Balance Sheet and tentative financial statement as on date of application.
 - (iv) The application must be recommended by the Joint Registrar and the Project Report must be examined and have a feasibility certificate from the Joint Registrar.
5. The project report will be scrutinized and assistance will be sanctioned by the Registrar of Co-operative Societies.
6. The society receiving the assistance under the scheme shall execute an agreement in Form B (appended to these Rules) and Mortgage/Hypothecation deed in Form C.
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7. The amount sanctioned by the Registrar of Co-operative Societies shall be drawn by the Joint Registrar (General) of the concerned District. The institution shall not withdraw the amount or part thereof without prior permission of the Joint Registrar of Co-operative Societies (General).
8. The Joint Registrar of Co-operative Societies (General) shall give permission of withdrawal of the amount after obtaining the agreement, share certificate, receipt and Mortgage deed executed and after satisfying that the institution concerned has fulfilled all the conditions. The Joint Registrar should release the amount in stage wise installments as per the project report. Subsequent release should be ordered only after getting the stage wise utilisation certificates from the Assistant Registrar (General) of the concerned Taluk.

9. The assistance provided under this scheme shall utilize only for the purpose for which it was sanctioned, and shall not sell, transfer or otherwise dispose off or create any encumbrance on the movable or immovable assets purchased from **the financial assistance** availed under the scheme without the consent of the Registrar of Co-operative Societies. The Board Director and Chief Executive will be personally liable for the misutilisation of the financial assistance and the agreement executed there of.
10. **The unit** Inspector of the concerned Taluk should ensure the proper utilization of **the assistance** and should submit a verification report on every 6 months to the **concerned** Assistant Registrar (General) of the concerned Taluk.
11. The **assistance sanctioned** under the scheme shall be utilized within a period of twelve months **from the date** of drawal of assistance and if the society fails to utilize the amount **within one** year, the assistance sanctioned with interest as on date shall be **refunded to Government** in lump. The Joint Registrar (General) of the **concerned district** and Assistant Registrar (General) of the Taluk shall maintain **Demand Collection Balance** Registrar under the scheme and shall watch the **utilization of** assistance, retirement of share capital contribution and repayment of **loan installments** and interest thereon and furnish the utilization certificate of **the assistance** to the Accountant General, Kerala in due course through Registrar of Co-operative Societies.
12. The share **capital contribution** under the scheme shall be retired in ten equal annual installments, and the first installment will due from the 2nd year from the **actual date of receipt of the** share capital contribution and the subsequent installments on the **corresponding** date during the succeeding years. In the event of default in repayment of installment of share, the society will be liable to pay penal interest @ 2.5% for the defaulted amount.
13. The loan installment shall be repaid in 10 equal annual installment and the first installment will due from the 2nd year from the actual date of receipt of the loan amount and the subsequent installments on the corresponding date during the succeeding years. The rate of interest shall be the fixed by the Government at the time of sanctioning the loan. In the event of default in repayment of installments of loan, the society will be liable to pay penal interest @ 2.5% for the defaulted amount.

14. The dividend on the share capital contribution of Government should be remitted in the Treasury within one month after the declaration of dividend by the General Body of the Society.
 15. If the Society makes default in the repayment of any installment or installments of the assistance, the entire amount sanctioned under the scheme with interest as on the date shall become recoverable in lump. The Registrar of Co-operative Societies is competent to order for the recovery of assistance under the scheme under the provision of the Revenue Recovery Act 1969 for the time being in force.
 16. The President, The Board of Directors and the Secretary/Chief Executive of the Society shall jointly and severally be responsible for the proper utilization of the assistance received under the scheme.
 17. The Government may by an order in writing exempt the societies/institutions from any of the provisions of these rules.
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Form. A**Application for financial assistance to Weak Women Co-operatives**

1. Name and Address of the Society :
2. (a) Date of Registration :
- (b) Date of Commencement of Business :
3. Board of Management :
 - (a) Elected/Nominated :
 - (b) Date of election :
 - (c) No. of Directors :
 - (d) Date of last annual General Body meeting held :
4. Total Number of Members :
5. Authorized share capital :
6. Paid up share capital : As per last audit Certificate As on 31.03.....

General	:
Government	:
Others	:
Total	:
7. Financial position of the Co-operative Society as on 31st March (Audited)
 - a) Resources
 - (i) Paid up share capital :
 - (ii) Deposits :
 - (iii) Reserves :
 - (iv) Loans/Borrowings :
 - (v) Others (Specify) :
 - (vi) Working Capital :
 - Total :

- b) Assets :
- (i) Fixed Assets :
 - (ii) Investment in shares, Bonds, Debentures etc. :
 - (iii) Transport vehicle :
 - (iv) Others (specify) :
8. (a) Whether a copy of audit report of the society for the last audited year enclosed :
- (b) Whether a copy of the tentative Trading and Profit and Loss and Balance Sheet for current year is enclosed :
- (c) Whether a copy of the bye laws of the society is enclosed :
- (d) Whether the annual report of the society for the last year is enclosed. :
- (e) Whether a copy of the resolution of the Board of Directors of availing of the proposal assistance is enclosed :

9. Whether the project report is enclosed

We(President, Secretary, Treasurer, etc.) of the Vanitha Co-operative Society on behalf of the society requested that the assistance applied for in the above

.....(President, Secretary, Treasurer, etc.) of the requested that the assistance applied for in the above be sanctioned.

We further agreed to abide by the conditions of the assistance so provided by the State Government as prescribed by the Government.

..... of the assistance so provided by the State Government as prescribed by the Government.

FORM B

This agreement is executed on this day of 201.... between theCo-operative Society registered under the Kerala Co-operative Societies Act (21 of 1969) (here in after referred to as the Society) of the one part and the Governor of Kerala (here in after referred to as the Government) of the other part.

Whereas the Co-operative Society has applied to Government for financial assistance by way of Share Capital Contribution and Subsidy under the scheme for financial assistance for Weak Co-operatives, whereas Government have agreed to sanction the assistance subject to the terms and conditions contain in the Rules approved by Government in this behalf. Now there presents witness and it is hereby agreed as follows:-

1. The amount Rs..... sanctioned to the society as Share Capital Contribution and Rs..... sanctioned to the society as Subsidy shall be utilise only for the implementation of projects approved by the Registrar of Co-operative Societies.
2. The society agree to and shall abide by the terms and conditions contained in the Rules Governing the assistance, a copy of which is herewith appended and the Rules shall form part of the agreement.
3. The society agrees to utilise the Share Capital Contribution and the Subsidy within one year from the date of sanction of amount and any amount remaining unutilized after one year shall be refunded to Government.
4. The society shall remit the Share Capital Contribution amount of Rs..... in 10 equal annual installments, the first installments commencing from the second year from the date of drawal of the amount from treasury and the subsequent installments on the corresponding dates during the succeeding year.
5. In case of default in re-payment of installments of Share Capital assistance the society will be liable to pay penal interest at the rate of 2.5% per annum for the defaulted installments.

6. The society shall furnish to the Joint Registrar of District concerned a printed Share Certificate in the name of the Governor of Kerala within one month from the date of encashment of the bill for the amount.
7. The society should remit the dividend accrued on the Share Capital Contribution made by the Government in the Treasury within one month after the declaration of Dividend by the General Body of the Society.
8. Notwith standing anything contained in the Rules or in the Byelaws of the society, it shall be open to the Government to recover the entire sum therein outstanding any frame without stating any reason whatsoever, the Government Share Capital Contribution and the society shall be liable to refund the entire amount sanctioned under the scheme with interest as on the date. The Registrar of Co-operative Societies is competent to order for the recovery of assistance under the scheme under the provision of the Revenue Recovery Act 1969 for the time being inforce.
9. 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 entire amount advanced shall become re-payable in lump at once by the society.
10. It is hereby declared that the executants of the agreement for and on behalf of the society have the power and authority to do so by virtue of the Board of Directors (or their entire authority).
11. The President of the society shall recommend and Secretary/Chief Executive of the society shall be responsible for proper utilisation of the assistance.

In witness of where(President)
 (Secretary) and(Board Member) for and on
 behalf of the society and Sri.....(Joint Registrar(General)
 for on behalf of the Governor of Kerala have here unto set their hands
 and the seal of the society has here into been affixed the day, month
 and year first above written.

Signed by 1.

2.

3.

For and on behalf of the Co-operative Society in the presence of witness.

1.

2.

Signed by Sri..... for and on behalf of
 the Governor of Kerala in the presence of witness.

FORM C

THIS DEED OF HYPOTHECATION made on the day of
 (President)
 (Secretary/Chief Executive) (Board Member)
 for and on behalf of
 Vanitha Sahakarana Sangham Ltd.No.....
 a society registered under Kerala Co-operative Societies Act 1969
 (Act 21 of 1969) and having its registered office at (herein 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 Societies for taking up projects for giving
 financial assistance to Weak Co-operatives.

Smt..... (President)

Smt..... (Secretary)

Smt..... (Board Member)

WHEREAS the Registrar of Co-operative Societies have in Order
 (herein after referred to as the 'Said
 Order') sanctioned the payment of the loan of Rs. (Rupees
) to the hypothecated for the purpose of taking up
 project for promoting Weak Co-operatives recommended by the Joint Registrar
 (General) subjected to the terms and conditions contained in the said order and in
 the Rules (Copies of which are here to attached and which shall form part of this
 deed as if incorporated herein) and subject to the terms and conditions herein after
 appearing.

Now. THESE PRESENTS WITNESS AS FOLLOWS:-

1. In consideration of the sum of Rs..... (Rupees)
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 diligent repayment to the Government of the said loan amount with interest, penal interest and cost if any in accordance with the rules, said order and for the fulfillment by the hypothecator of 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 asset hereby hypothecated and that it is free from any encumbrance or charge of any description what so ever or any attachment or restraints on alienation.
4. The hypothecator shall not any time during the conformance of this security create any charge by way of hypothecation, pledge or other wise 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)

.....(SECRETARY EXECUTIVE)

.....(Board Member)

12
Mortgagor do hereby agree that the amount of the loan shall not be utilized for any purpose other than that for which it is granted.

Mortgagor shall maintain a separate register and render correct accounts of expenditure incurred out of the loan. The accounts shall be open for inspection by any officer authorised on this behalf by the Government or Registrar of Co-operative Societies.

Loan shall bear interest at the rate prescribed by Government from time to time.

Loan amount shall be repaid in 10 equal annual installments along with interest fixed by Government from time to time. The first installment shall fall due on the expiry of the 2nd year of drawal of the amount.

If any installment 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.

If the mortgagor fails to comply with all or any of the terms and conditions on which the said loan has been granted either by utilizing the loan for any purpose other than that for which it is granted or at any point there of or otherwise than as provided in the said rules or shall not repay 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, then and in any such case the Government shall be competent to recover the entire sum there on outstanding in a lump at once and the Government shall have power to proceed against the assets herein hypothecated and the Government shall have all the powers vested under the law of property act.

.....(President)

.....(Secretary/Chief Executive)

.....(Board Member)

years first above written atP.O.
 Village with in jurisdiction of the Sub Registrar
with the intension to Register this deed at the Sub Registry Office.

SIGNED BY (PRESIDENT)

SIGNED BY (SECRETARY/CHIEF EXECUTIVE).....

SIGNED BY (BOARD MEMBER)

In the presence of witness

1.

2.

Signed by Sri..... for and on behalf of the Governor of Kerala
 in the presence of witness.

1.

2.

ek/21.1.2013.

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 virtue 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 order 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 assure into the Government that the executants hereof on behalf of the hypothecator have got full power and authority to do so as per Resolution No. of the hypothecator.

SCHEDULE

No

1.

2.

3.

.....value

..... (PRESIDENT)

..... (SECRETARY/CHIEF EXECUTIVE)

..... (BOARD MEMBER)

In witness where of (PRESIDENT)

(SECRETARY/CHIEF EXECUTIVE) and (BOARD MEMBER)

for and on behalf on the hypothecator, have here unto set their hands the day and