ബ്ലഡ് ബാങ്ക് സ്ഥാപിക്കുന്നതിനുള്ള ധനസഹായം

004614

MT

GOVERNMENT OF KERALA

31 JAN 2013

Abstract

Co-operation Department – 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 Banks - Rules approved- Orders issued.

CO-OPERATION (B) DEPARTMENT

G.O (Ms) No. 15/2013/Co-op **Dated, Thiruvananthapuram, 29.01.2013**

Read:- 1) Letter No. MT (3)49123/12 dated 10.12.2012 from the Registrar of Co- operative Societies, Thiruvananthapuram.

3) Decision of the Working Group Meeting held on 13.12.2012

ORDER

As per the letter read as 1st paper above, the Registrar of Co- operative Societies has forwarded a proposal for approval of the 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 Banks. The Working Group Meeting of Co-operation Department held on 13.12.2012 has approved the above Guidelines.

2. Having examined the matter in detail, Government are pleased to approve the 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 Banks. The approved Guidelines are appended to this order.

(By order of the Governor)

DR. V.M. GOPALAMENON
SECRETARY TO GOVT.

To

The Registrar of Co-operative Societies, Thiruvananthapuram
The Principal Accountant General (A&E/Audit), Kerala, Thiruvananthapuram
The Finance Department
The Planning & Economic Affairs Department
Stock File/ Office Copy.

Forwarded/By order

Section Officer

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 Form A (Part of the Rules) to be recommended by the Joint Registrar (General) of the District concerned accompanied by the followings.

(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. **<u>Sanctioning of the Assistance</u>** :

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. **<u>Hypothecation and Mortgage of Assets.</u>**

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.

1.XII

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 3rd 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 2½ % 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.

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

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.

Section Officer

Resources

(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					

10Government assistance proposed under the project

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 31-3-201[illegible])

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

ബ്ലഡ് ബാങ്ക് സ്ഥാപിക്കുന്നതിന് താലൂക്ക്/ജില്ലാ ആസുപത്രികൾക്ക് ധനസ ഹായം

ജി.ഒ.(എം.എസ്)നമ്പർ 15/2013/സഹ. തീയതി 29-01-2013
ജി.ഒ.(എം.എസ്)43/2018/സഹ. തീയതി 15.12.2018

പരമാവധി ധനസഹായം :- പ്രോജക്റ്റ് കോസ്റ്റിന്റെ 80% അല്ലെങ്കിൽ 80 ലക്ഷം രൂപ ഏതാണ് കുറവ്

സബ്സിഡി	-	**പ്രോജക്റ്റിന്റെ 20%**
ഓഹരി	-	**പ്രോജക്റ്റിന്റെ 20%**
വായ്പ	-	**പ്രോജക്റ്റിന്റെ 40%**
ബാക്കി 20%	-	**സംഘം വഹിക്കണം**

അപേക്ഷസമർപ്പിക്കേണ്ടവിധം

1) മെഡിക്കൽ ലബോറട്ടറി/ബ്ലഡ് ബാങ്ക്, സർക്കാർ പങ്കാളിത്തത്തോടുകൂടി സ്ഥാപിക്കുന്നതിന് ബൈലായിൽ വ്യവസ്ഥ ഉണ്ടാകണം.
2) അപേക്ഷയുടെ രണ്ട് പകർപ്പ് (ഫോറം - എയിൽ)
3) ബ്ലഡ് ബാങ്ക്/ലബോറട്ടറി സ്ഥാപിക്കുന്നതിന് ആരോഗ്യ കുടുംബക്ഷേമ വകുപ്പിന്റെ സർട്ടിഫിക്കറ്റ് / അനുവാദം
4) ധനസഹായത്തിന് അപേക്ഷിച്ചുകൊണ്ടുള്ള 'രണസമിതി തീരുമാനം
5) സർക്കാർ/രജിസ്ട്രാർ കാലാകാലങ്ങളിൽ പുറപ്പെടുവിക്കുന്ന ഉത്തരവുകൾ/ നിർദ്ദേശങ്ങൾ പാലി ച്ചുകൊള്ളാമെന്ന് സമ്മതിച്ചുകൊണ്ടുള്ള 'രണസമിതി തീരുമാനം
6) വിശദമായ പ്രോജക്റ്റ് റിപ്പോർട്ട് - (വരവ്/ചെലവ്/ലാ'ം എന്നിവ പരാമർശിച്ചുകൊണ്ടുള്ള വിവരങ്ങൾ സഹിതം)
7) അഴിമതിരഹിത - കുടിശ്ശികരഹിത സർട്ടിഫിക്കറ്റ്
8) ഏറ്റവും അവസാനത്തെ ആഡിറ്റ്സർട്ടിഫിക്കറ്റ് (ജോയിന്റ് രജിസ്ട്രാർ കൗണ്ടർസൈൻ ചെയ്തത്)
9) മുഴുവൻ സമയ സെക്രട്ടറി ഉണ്ടായിരിക്കണം
10) തെരഞ്ഞെടുക്കപ്പെട്ട ഭരണസമിതി ഉണ്ടായിരിക്കണം

അനുവദിക്കുന്ന അധികാരി

രജിസ്ട്രാറുടെ ശുപാർശയോടുകൂടി സർക്കാരിലേയ്ക്ക് അയയ്ക്കുന്നതും, സർക്കാർ അനുവദിക്കുന്നതുമാണ്

മറ്റ് നിബന്ധനകൾ

1) വായ്പാ തുകയ്ക്ക് ആസ്തി പണയപ്പെടുത്തണം (ഫോറം - സി)
2) ഓഹരി തുകയ്ക്ക് ഓഹരി സർട്ടിഫിക്കറ്റ്/എഗ്രിമെന്റ് (ഫോറം - ഡി)
3) സബ്സിഡി തുകയ്ക്ക് (ഫോറം ബി-യിൽ എഗ്രിമെന്റ്)

പിൻവലിക്കുന്നതിനുള്ള അനുവാദം - സഹകരണസംഘം രജിസ്ട്രാർ നൽകും

തിരിച്ചടയ്ക്കേണ്ടത്

വായ്പാ - 12 വാർഷിക തവണ - ആദ്യതവണ തുക പിൻവലിച്ച് 1-ാം വർഷം മുതൽ

പലിശ - കലണ്ടർ വർഷവസാനം ബാക്കി നിൽക്കുന്ന തുകയ്ക്ക്, കാലാകാലങ്ങളിൽ ഗവൺമെന്റ് നിശ്ചയിക്കുന്ന പലിശ നിരക്ക്

ഓഹരി - 10 വാർഷിക തവണകളായി ആദ്യതവണ തുക പിൻവലിച്ച് 3-ാം വർഷം മുതൽ

Medical Labs/ Blood bank.

O/c
9/1

MT

004614

GOVERNMENT OF KERALA

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(By order of the Governor)

DR. V.M. GOPALAMENON
SECRETARY TO GOVT.

To

The Registrar of Co-operative Societies, Thiruvananthapuram
The Principal Accountant General (A&E/Audit), Kerala, Thiruvananthapuram
The Finance Department
The Planning & Economic Affairs Department
Stock File/ Office Copy.

Forwarded/By order

Section Officer

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.

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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.

9

Secretary/Chief Executive

President (Seal)

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 from 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 1st 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 13th 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 hypotheticated 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.

1. ....
2. ....

SIGNED By Sri/Smt .... for and on behalf of the Governo
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 ... 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/Joint Registrar of Co-operative Societies.

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/Bank") of the one part of the GOVERNOR OF KERALA (Hereinafter referred to as "the GOVERNMENT") of the other part.

WHEREAS on the application of the society under the "Guide lines governing Government's Share Capital contribution of financial assistance by way of loan share and susidy to taluk/district co operative hospital socieies for establishing well equipped medical laboratories / blood bank". (herein after called "the guidelines". which shall form part of this deed as if corporate 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 guide lines, said order and these hereinafter appearing to which the society/Bank 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 siciety/Bank hereby accepts and acknowledges the society/Bank hereby agrees that the amount shall be utilized only for the purpose for which it was sanctioned and for no other purpose. The utilized portion, if any, of the amount paid shall be surrendered to the Government within the time fixed by the Registrar/Joint Registrar of Co-operative Societies.
2. The society/Bank shall repay the share capital contribution amount of Rs. .... in ten equal annual installments of (Rupees ....only) the first installment being payable on the date of expiry of third year from the date on share capital contribution was

President
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra

Secretary
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra

disbursed to the society and the installment of the corresponding dates of the succeeding years.

3. In the case of default in payment of any installment of the amount in accordance with clause (2) above the society / Bank shall pay penal interest at the rate of 2 ½ % per annum from the defaulted installments calculated on the amount defaulted from the last date of default till the date or repayment.
4. The society/Bank shall issue printed share certificate in the name of the Governor of Kerala to the Deputy Registrar of Co-operative Societies within on month from the date of receipt of the share capital contribution.
5. Not with standing anything herein contained or in the guide lines or in the said order or in the byelaws of the society/Bank it shall be open to the Government to withdraw at anytime 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/Bank.

(b) The dividend shall be payable on the share capital contribution made by the Government in

the Society/Bank from time to time after deduction the repayment made by the society.

7. In the 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/Bank 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/Bank.
9. All sums found due to the government under or by virtue of this deed shall be recoverable from the Society/Bank and its properties both movable and immovable under the provisions of the Revenue Recovery Act for the time bring in force as though such are arrears of land revenue and in any other manner as the Government may deem fit.

President
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra

Secretary
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra

10.The society hereby declared 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/Bank as per the resolution No. ....duly passed .... on. ....it is hereby mutually agreed upon by bothe the parties that this agreement shall be deemed to have came into force on and form...

11. IN WITNESS WHERE OF SHRI...for on behalf of the Governor of kerala have hereunto sat their hands and the seal of the society/Bank has here unto been fixed the day, month and year first above written.

Signed by Shri .... for and on behalf of the Society/Bank.

In the presence of Witness:-

1.

2.

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

1.

2.

President
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra

Secretary
E.M.S. Memorial Co-Op. Hospital &
Research Centre, Ltd. No: D 2708, Perambra