



കേരള സംസ്ഥാന കളിമൺപാത്ര നിർമ്മാണ വിപണന  
ക്ഷേമ വികസന കോർപ്പറേഷൻ ലിമിറ്റഡ്

കുടുംബശ്രീ സി.ഡി.എസ്. കൾ മുഖേന  
നടപ്പിലാക്കുന്ന സ്വയം സഹായ സംഘങ്ങൾക്കുള്ള മൈക്രോ  
ക്രെഡിറ്റ് ഗ്രൂപ്പ് വായ്പാ പദ്ധതി

വായ്പാ കരാറും

അനുബന്ധ രേഖകളും

**Agreement with CDS**

## **AGREEMENT FOR KSPMMWDC ASSISTED SCHEME OF SHG LOAN**

This deed agreement is executed on this \_\_\_\_\_(Date) at Registered Office, Kerala State Pottery Manufacturing Marketing and Welfare Development Corporation Ltd,( here in after mention as KSPMMWDC Ltd wherever applicable) Thiruvananthapuram between M/s. Kudumbasree CDS,\_\_\_\_\_. a CDS registered as a Charitable Trust under the provisions of Central Charitable Societies Act 21/1860 having its Registered Office at\_\_\_\_\_ represented by\_\_\_\_\_

Who is duly authorized and empowered under the Rules and bye laws to enter this for and on Behalf of the said CDS, hereafter called the CDS which expression shall, unless repugnant to the subject or context thereof, mean and include their successors/ assigns/ administrators/ executors in the office and Sri/Smt\_\_\_\_\_ Member Secretary of CDS who is duly authorized and empowered under the rules and byelaws to the CDS and Kerala State Pottery Manufacturing Marketing and Development Corporation Ltd., a Company incorporated under the Companies Act 2013, having its registered office at Ayyankali Bhavan, 2<sup>nd</sup> Floor , Kowdiar P.o. , Thiruvananthapuram authorized by the Managing Director, **KSPMMWDC**, Thiruvananthapuram and hereinafter called the KSPMMWDC which expression shall, unless repugnant to the subject or context thereof, mean and include its successors/ assigns/administrators/executors in office as the second part.

Whereas, the CDS which has undertaken to promote and help the neighborhood groups (NHGs) with a view to develop and ameliorate socio-economic conditions of the members of the NGH and their families.

Whereas the CDS has requested the KSPMMWDC to sanction a sum of Rs \_\_\_\_\_ ( \_\_\_\_\_ ) for on-lending to the neighbour hood groups (NHGs) for meeting the credit requirement of their members as per the NGHs request,

**And**

whereas the **KSPMMWDC** has agreed to allow Rs. \_\_\_\_\_ ( \_\_\_\_\_ only) under the \_\_\_\_\_ of \_\_\_\_\_ as loan on certain terms and conditions.

## **TERMS AND CONDITIONS:**

### **I. Utilization:**

The borrower should utilize the loan amount, within 15 days or the time frame fixed by KSPMMWDC by way of meeting the credit requirement of NHGs constituted and functioning as per the guidelines of KSPMMWDC. The guidelines/proceedings issued in this connection will be the part of this agreement.

The CDS should keep proper books of account in time and the officials of KSPMMWDC can visit and inspect the said books of account on office hours and CDS are bound to produce it before the KSPMMWDC, when the KSPMMWDC wants.

### **II. INTEREST**

1. The parties mutually agreed to charge interest on loan as follows :

- a) KSPMMWDC to CDS      –      ----- %
- b) CDS to NHG                      – ----- %                      (Maximum)
- c) NHG to its members      - ----- %                      (Maximum)

2. The borrower hereby agreed to pay simple interest on loan on the daily balances in the loan account.

### **III. REPAYMENT**

1. The borrower CDS hereby agreed to repay the amount of loan with interest as per the schedule of repayment irrespective of the repayment by NHGs to CDS.

2. The KSPMMWDC can charge penal interest at the rate of 6 % or the rate fixed by KSPMMWDC at date of this agreement in the event of failure to repay the amount as per the schedule of repayment.

3. The KSPMMWDC can charge the other charges including the verification expenses from the borrower along with the interest.

### **IV. NON UTILISATION**

In the event of non utilising the loan within 15 days, the CDS may refund the unutilised amount with 8% interest within 15 days after the expiry of the stipulated time for utilization (15 days) Any delay in refund of such unutilised amount will carry a penal interest at 12 % per annum and the amount will be adjusted against repayment.

## **V. MISUTILISATION**

In the event of misutilisation of the loan the CDS may remit the misutilised amount w.e.f. the date of loan disbursement at 12 % per annum. KSPMMWDC can demand the repayment in lumpsum or in instalments, which will be binding to the CDS.

## **VI. SECURITY**

The borrower should produce the sufficient security as prescribed by KSPMMWDC to guarantee the repayment for satisfaction of KSPMMWDC

## **VII. MISCELLANEOUS**

1. The parties can amend, change, vary include, or exclude any part of this agreement time to time by way of mutual consent between the parties.
2. The KSPMMWDC can take legal action against the borrower in case any breach of this agreement committed by the borrower under the due process of law.
3. The CDS hereby consent to KSPMMWDC to realise the loan amount all together with interest, penal interest and other charges due to KSPMMWDC
4. The KSPMMWDC loan the right to realise any amount due to the Corporation by initiating revenue recovery steps against the borrower and members of NHG (Beneficiaries) by invoking the provision of Kerala Revenue Recovery Act 1968 applicable of KSPMMWDC

For CDS

1) Chairperson

2) Member Secretary

For KSPMMWDC Ltd.

## LETTER OF CONTINUITY

Whereas the Kerala State Backward Classes Development Corporation Ltd., agreed to allow CDS SHG Loan OF Rs. \_\_\_\_\_ (\_\_\_\_\_ Only) in security of *assets of pronote executed* in consideration of the said advance being made. I/We having duly signed and delivered to the Kerala State Pottery Manufacturing Marketing and Welfare Development Corporation Ltd. Promissory note dated 30/08/2016 for the sum of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) is to stand and be regarded as continuing security and to be enforceable for all money which now or which may at any time hereafter become due owing by me/us to the Kerala State Pottery manufacturing Marketing and Welfare Development Corporation Ltd., on the said loan and on any other account and whether or not from time to time there be nothing owing on the said loan or on such other accounts of the same respectively be at credit.

For CDS

For KSPMMWDC Ltd.

1) Chairperson

2) Member Secretary

**PRONOTE**

Amount Rs. \_\_\_\_\_

Place :

Date :

On Demand I/We. \_\_\_\_\_, CDS Chairperson,  
\_\_\_\_\_ and \_\_\_\_\_, Charge Officer, CDS,  
\_\_\_\_\_ joint and severally promised to pay to the Kerala State Pottery  
manufacturing Marketing and Welfare Development Corporation Ltd., Thiruvananthapuram.  
Or order the sum of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Only) with interest @  
\_\_\_\_\_ % per annum for value received.

Name and full address of Borrowers

1. \_\_\_\_\_

(Name) CDS Chareperson

\_\_\_\_\_

2. \_\_\_\_\_(Name)

CDS Charge Officer/Member Secretary)

\_\_\_\_\_

Witness :

1.

2.

**PROCEEDINGS OF THE MANAGING DIRECTOR**

**KERALA STATE POTTERY MANUFACTURING MARKETING AND  
WELFARE DEVELOPMENT CORPORATION**

(Present : \_\_\_\_\_ )

Sub : Kerala State Pottery manufacturing Marketing and Welfare Development Corporation  
Ltd .- Projects – KSPMMWDC

\_\_\_\_\_ Under \_\_\_\_\_ Scheme to  
\_\_\_\_\_ CDS

Read : 1) Application dated \_\_\_\_\_

2) Sanction order of Managing Director dtd. \_\_\_\_\_ No. \_\_\_\_\_

3) Loan agreement executed by CDS on \_\_\_\_\_ under NBCFDC  
/NMDFC Scheme

ORDER NO. \_\_\_\_\_ Dated \_\_\_\_\_

Vide application first referred to above. M/s.Kudumbasree CDS, \_\_\_\_\_ Grama  
Panchayath had requested a loan of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Only) under the Share  
Capital Fund \_\_\_\_\_ of Corporation for disbursement to \_\_\_\_\_ members of

\_\_\_\_\_ NHGs.

On the scrutiny of the loan application and other documents, the CDS satisfies all terms  
and conditions for sanctioning the loan under the scheme.

Under the circumstances M/s. Kudumbasree CDS, \_\_\_\_\_

Grama Panchayath is sanctioned a loan of Rs. \_\_\_\_\_ ( \_\_\_\_\_ Only) under  
the SHG scheme of KSPMMWDC.

The terms and conditions for sanctioning the loan herein below stated:

- i) The loan shall be subject to the terms and conditions laid down in the Micro Finance Guidelines for Kudumbashree CDS.
- ii) A processing charge @0.25% of the loan, subject to a maximum of 5,000/- shall be payable by cash
- iii) Rate of interest payable to KSPMMWDC shall be \_\_\_ % p.a. The rate of interest chargeable to the NHGs by you shall not exceed \_\_\_ % p.a.

- v) In case of default, the loan is subject to penal interest of 6 % per annum.
- vi) For repayment calculation, the order of appropriation shall be as following order.
- 1) Postal charge/other expenses if any
  - 2) Penal interest
  - 3) Interest
  - 4) Principal
- vii) The loan shall be repayable as per repayment schedule attached.

District Manager

To

M/s. Kudumbasree CDS

\_\_\_\_\_ Grama Panchayath

Copy to : 1) Managing Director

2) Stock File



**REPAYMENT SCHEDULE**

Name of CDS : Kudumbasree CDS \_\_\_\_\_ Grama Panchayath  
Amount Disbursed :  
Sanction Order No. :  
Sanction Order Date :  
Gestation Period : 3 Months (Normal Interest will be charged during the  
gestation period)  
Number of Instalments : 36  
EMI :  
Rate of Interest :  
Repayment Date : On or before \_\_\_\_\_ of every Month  
First Repayment Date :

For Kerala State Pottery manufacturing Marketing and Welfare  
Development Corporation Ltd

District Manager

Repayment Schedule details received

CDS \_\_\_\_\_ Grama Panchayath

(MSY) Scheme of the National Safai Karmacharis Finance and Development Corporation (NSKFDC) being implemented by the Kerala State Backward

**സാക്ഷ്യപത്രം / CERTIFICATE**

certified that the following women are engaged/ dependants of persons in the Cleaning/Waste Management related activities

ചുവടെ ചേർക്കുന്ന വനിതകൾ ശുചീകരണ / മാലിന്യ സംസ്കരണ മേഖലകളിൽ. പ്രവർത്തിക്കുന്നവർ / ആശ്രിതർ ആണെന്നസാക്ഷ്യപ്പെടുത്തുന്നു.

This Yojanacertificate is issued for sanctioning loan under the Mahila Samridhi

Content of this Certificate cannot be used for any other purpose without the permission of the issuing authority.

കളിമൺപാത്ര നിർമ്മാണ വിപണന വികസന കോർപ്പറേഷനിൽ ഹാജരാക്കുന്നതിന് വേണ്ടി അനുവദിച്ചിട്ടുള്ള Classes Development Corporation (KSPMMWDC). ഇതാണ്.

Name of Kudumbashree CDS

കുടുംബശ്രീ സി.ഡി.എസ്.

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Name of Neighbourhood Group/JLG

അയൽക്കൂട്ടം/JLG യുടെ പേര്

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Individual Members/അംഗങ്ങൾ		
Sl. No ക്രമ നമ്പർ	Name & Address of the individual അംഗത്തിന്റെ പേരും മേൽവിലാസവും	Category/വിഭാഗം (Manual Scavenger/Dependant ,Safai Karmachari/ Dependant ,Rag/ Waste Pickers )
0		

ഗ്രാമപഞ്ചായത്ത്  
പ്രസിഡന്റ്/സെക്രട്ടറി മുൻസിപ്പൽ  
കോർപ്പറേഷൻ ചെയർമാൻ/സെക്രട്ടറി

Place/സ്ഥലം :

GramaresidentPanchayat P /Sretaryc

Date/തീയതി :

Municipal Chairperson/Sretaryc

ഓഫീസ് സീൽ / Office Sea