



**ಕರ್ನಾಟಕ ರಾಜ್ಯ ಹಣಕಾಸು ಸಂಸ್ಥೆ**  
 1951ರ ರಾಜ್ಯ ಹಣಕಾಸು ಸಂಸ್ಥೆಗಳ ಕಾಯಿದೆ ಅನ್ವಯ ಸ್ಥಾಪಿತ  
**KARNATAKA STATE FINANCIAL CORPORATION**  
 Established under the State Financial Corporations' Act, 1951



KSFC/HO/GM(C-I)/ 67 / 2018-19

Date 20th March 2019.

**ಅಂತರ್ ಕಛೇರಿ ಟಿಪ್ಪಣಿ**


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- ವಿಷಯ:** ನೇಕಾರರ ವಿಶೇಷ ಪ್ರಾಕ್ಟೀಸ್ ಯೋಜನೆ - ವಿಶೇಷ ಘಟಕ / ಗಿರಿಜನ ಉಪಯೋಜನೆಯಡಿ ಜವಳಿ ಕ್ಷೇತ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಸಣ್ಣ ಮತ್ತು ಅತಿ ಸಣ್ಣ (ಎಸ್.ಎಂ.ಇ) ಘಟಕಗಳ ಸ್ಥಾಪನೆಗೆ ಸಹಾಯ ಧನ ಯೋಜನೆಯಡಿ ಪರಿಷ್ಕೃತ ಮಾರ್ಗಸೂಚಿಯಂತೆ ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದ ಮಾಡಿಕೊಳ್ಳುವ ಕುರಿತು.
- ಉಲ್ಲೇಖ:** ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ವಾಕ್ಯೆ/44/ಜಕ್ಯೆಯೋ/2017 ದಿನಾಂಕ 24.11.2018.  
 ಅವಳಿ ಅಭಿವೃದ್ಧಿ ಆಯುಕ್ತರು ಹಾಗೂ ನಿರ್ದೇಶಕರು, ಕೈಮಗ್ಗ ಮತ್ತು ಜವಳಿ ಇವರ ಪತ್ರ ಸಂಖ್ಯೆ ಕೈಜಇ/ಜವಳಿ/ಜಪ್ರಅ/scp-tsp/New Scheme/2017-19 ದಿನಾಂಕ 15.03.2019.

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ಮೇಲಿನ ವಿಷಯ ಹಾಗೂ ಉಲ್ಲೇಖಗಳಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಜವಳಿ ಅಭಿವೃದ್ಧಿ ಆಯುಕ್ತರು ಹಾಗೂ ನಿರ್ದೇಶಕರು, ಕೈಮಗ್ಗ ಮತ್ತು ಜವಳಿ ಇವರ ಅನುಮೋದನೆಯನ್ನೊಳಗೊಂಡಿರುವ ಪರಿಷ್ಕೃತ ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದ ಕರಾರಿನ ನಮೂನೆಯನ್ನು ಈ ಪತ್ರಕ್ಕೆ ಅಡಕಗೊಳಿಸಲಾಗಿದ್ದು ಸಂಬಂಧಪಟ್ಟ ಎಲ್ಲಾ ಶಾಖಾ ಕಛೇರಿಗಳು ಮಂಜೂರಾಗಿರುವ ಸಾಲಗಳನ್ನು ವಿತರಿಸುವ ಮೊದಲು ಸಂಸ್ಥೆಯ ನಿಯಮಾವಳಿಯಂತೆ ಕಾನೂನು ದಾಖಲಾತಿಗಳನ್ನು ಮಾಡುವ ಸಂದರ್ಭದಲ್ಲಿ ಈ ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದವನ್ನು ಮಾಡಿಸಬೇಕಾಗಿ ಈ ಮೂಲಕ ಸೂಚಿಸಲಾಗಿದೆ.

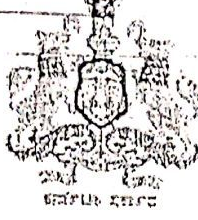
ಈ ಯೋಜನೆಗೆ ಸಂಬಂಧಪಟ್ಟಂತೆ ಉಳಿದ ಎಲ್ಲಾ ಷರತ್ತು ಮತ್ತು ನಿಯಮಾವಳಿಗಳು ಸರ್ಕಾರದ ಆದೇಶ ಹಾಗೂ ಸಂಸ್ಥೆಯ ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ 1002 ದಿನಾಂಕ 2-6-18, ಸಂಖ್ಯೆ 1002 (a) ದಿನಾಂಕ 24-7-18 ಮತ್ತು ಸಂಖ್ಯೆ 1002 (b) ದಿನಾಂಕ 1-1-2019 ರಂತೆ ನಿಯಮಾವಳಿಗಳನ್ನು ಪಾಲಿಸಲು ಆದೇಶಿಸಲಾಗಿದೆ.

  
 ಕಾರ್ಯ ನಿರ್ವಾಹಕ ನಿರ್ದೇಶಕರು - II

ಎಲ್ಲಾ ಶಾಖಾ ಕಛೇರಿಗಳ ಶಾಖ್ಯ / ಸಪ್ರಾಪ್ಯ / ಉಪ್ರಾಪ್ಯ ರವರಿಗೆ  
 ಎಲ್ಲಾ ಸಪ್ರಾಪ್ಯ - ಆಲೆಪ ವಿಭಾಗಗಳಿಗೆ  
 ಪ್ರಧಾನ ಕಛೇರಿಯ ಎಲ್ಲಾ ಇಲಾಖಾ ಮುಖ್ಯಸ್ಥರುಗಳಿಗೆ  
 ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿಯವರಿಗೆ  
 ಗ್ರಂಥಾಲಯ  
 ಎಲ್ಲಾ ಪ್ರಧಾನ ವ್ಯವಸ್ಥಾಪಕರುಗಳಿಗೆ  
 ಕಾರ್ಯ ನಿರ್ವಾಹಕ ನಿರ್ದೇಶಕರು - I

ಅಡಕ: ಮೇಲಿನಂತೆ.

ಜವಳ ಅಭಿವೃದ್ಧಿ ಆಯುಕ್ತರು ಹಾಗೂ  
ನಿರ್ದೇಶಕರು, ಕೈಮಗ್ಗ ಮತ್ತು ಜವಳ  
ರವರ ಕಚೇರಿ



ನಂ.86, ಶುಭೋದಯ ಕಾಂಪ್ಲೆಕ್ಸ್  
ಶೈಲೆ ಸಮನಾಂತರ ರಸ್ತೆ,  
ಕುಮಾರ ಪಾರ್ಕ್ ಪಶ್ಚಿಮ,  
ಬೆಂಗಳೂರು - 560 020

ಸಂಖ್ಯೆ: ಕೈಜಇ/ಜವಳ/ಜಪ್ರಅ/SCP-TSP/New Scheme/2017-18

ದಿನಾಂಕ: 15.03.2019

ವ್ಯವಸ್ಥಾಪಕ ನಿರ್ದೇಶಕರು,  
ಕರ್ನಾಟಕ ರಾಜ್ಯ ಹಣಕಾಸು ಸಂಸ್ಥೆ,  
ಕೆ.ಎಸ್.ಎಫ್.ಸಿ ಭವನ,  
#1/1, ತಿಮ್ಮಯ್ಯ ರಸ್ತೆ,  
ಬೆಂಗಳೂರು-52.



ಮಾನ್ಯರೇ,

ವಿಷಯ: ನೇಕಾರರ ವಿಶೇಷ ಪ್ಯಾಕೇಜ್ ಯೋಜನೆ - ವಿಶೇಷ ಘಟಕ /  
ಠಿಲಿಜನ ಉಪಯೋಜನೆಯಡಿ ಜವಳ ಕ್ಷೇತ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ  
ಸಣ್ಣ ಮತ್ತು ಅತಿ ಸಣ್ಣ (ಎಸ್.ಎಂ.ಇ) ಘಟಕಗಳ ಸ್ಥಾಪನೆಗೆ  
ಸಹಾಯಧನ ಯೋಜನೆಯಡಿ ಪರಿಷ್ಕೃತ ಮಾರ್ಗಸೂಚಿಯಂತೆ  
ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದ ಮಾಡಿಕೊಳ್ಳುವ ಕುರಿತು.


ಉಲ್ಲೇಖ: ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ವಾಕ್ಯೆ/44/ಜಕೈಯೋ/2017  
ದಿನಾಂಕ: 24.11.2018


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ಉಲ್ಲೇಖಿತ ಸರ್ಕಾರದ ಆದೇಶದಲ್ಲಿ ನೇಕಾರರ ವಿಶೇಷ ಪ್ಯಾಕೇಜ್ ಯೋಜನೆ -  
ವಿಶೇಷ ಘಟಕ / ಠಿಲಿಜನ ಉಪ ಯೋಜನೆಯಡಿ ಜವಳ ಕ್ಷೇತ್ರಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಸಣ್ಣ ಮತ್ತು  
ಅತಿ ಸಣ್ಣ (ಎಸ್.ಎಂ.ಇ) ಘಟಕಗಳ ಸ್ಥಾಪನೆಗೆ ಸಹಾಯಧನ ಯೋಜನೆಯ ಪರಿಷ್ಕೃತ  
ಮಾರ್ಗಸೂಚಿಯನ್ನು ಹೊರಡಿಸಲಾಗಿರುತ್ತದೆ.

ಮುಂದುವರೆದು, ಸದರಿ ಮಾರ್ಗಸೂಚಿಯಲ್ಲಿನ ಷರತ್ತು ಮತ್ತು ನಿಬಂಧನೆಗಳಲ್ಲಿ  
ಸೂಚಿಸಿರುವಂತೆ ಸರ್ಕಾರ, ಬ್ಯಾಂಕ್ / ಹಣಕಾಸು ಸಂಸ್ಥೆ ಹಾಗೂ ಫಲಾನುಭವಿ ಸೇರಿ  
ಮಾಡಿಕೊಳ್ಳುವ ತ್ರಿಪಕ್ಷೀಯ ಒಪ್ಪಂದ ಪ್ರತಿಯನ್ನು ಈ ಪತ್ರದೊಂದಿಗೆ ಲಗತ್ತಿಸುತ್ತಾ ಈ  
ಯೋಜನೆಯಡಿ ಸಾಲ ಪಡೆಯುವ ಘಟಕದವರೊಂದಿಗೆ ಸಾಲ ನೀಡುವ ತಮ್ಮ ಜಿಲ್ಲಾ ಮಟ್ಟದ  
ಸಂಸ್ಥೆಗಳಿಗೆ ಒಪ್ಪಂದ ಮಾಡಿಕೊಳ್ಳಲು ಅನುಕೂಲವಾಗುವಂತೆ ಸೂಚನೆಯನ್ನು  
ನೀಡಬೇಕೆಂದು ಕೋರಿದೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ

  
ಜವಳ ಅಭಿವೃದ್ಧಿ-ಆಯುಕ್ತರು ಹಾಗೂ  
ನಿರ್ದೇಶಕರು, ಕೈಮಗ್ಗ ಮತ್ತು ಜವಳ.

  
15 03 2019

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF  
HANDLOOMS & TEXTILE, KARNATAKA STATE FINANCIAL CORPORATION  
/ BANK AND THE BORROWER

Karnataka Co-op  
an

For disbursement of financial assistance by way of capital grant to the  
industrial concern M/s. ....

This Memorandum of Agreement is entered into by and between the  
Government of Karnataka, represented by the Deputy Director / Assistant  
Director, Department of Handlooms & Textile, Government of Karnataka,  
hereinafter referred to as the Government (which expression shall unless  
repugnant to the context or meaning thereof to be deemed to include its  
successors in office and assigns) of the **FIRST PART**

AND

Karnataka State Financial Corporation (a statutory body established under  
the State Financial Corporations Act 1951) having its Head office at KSFC  
Bhavan, No.1/1, Thimmaiah Road, Bangalore- 560 052 / ..... Bank  
hereinafter for brevity's sake referred to as 'Corporation/Bank' (which expression  
shall, unless repugnant to the context or meaning thereof, include its successors  
in office and assigns) represented by its .....  
of the **SECOND PART**

AND

M/s.....  
a Proprietary concern/ Joint Family Concern/Trust /Partnership Concern  
registered under the Indian Partnership Act, 1932/a Limited Liability  
Partnership concern registered under the Limited Liability Partnership Act, 2008  
and a Public/ Private Limited Company incorporated and registered under  
the Companies Act, 1956/2013/a Society registered under the Karnataka  
Societies Registration Act, 1960/ a Co-Operative Society registered under the

Karnataka Co-operative Society Act, 1959 and having its Registered Office at ..... and place of business at..... and being an industrial concern engaged/to be engaged in the manufacture of ..... and represented by its ..... hereinafter referred to as the 'BORROWERS" (which term shall unless repugnant to the context or meaning thereof include their respective heirs, executors, administrators, legal representatives, successors in Office and assigns) of the **THIRD PART**

**WHEREAS:**

1. The Department of Handlooms & Textile, Government of Karnataka has introduced a scheme for providing financial assistance by way of capital grant and interest subsidy to industrial concerns set up by the entrepreneurs belonging to Schedule Castes and Schedule Tribes in the State of Karnataka.
2. KSFC / Bank and the concerned district officer of the department have been authorised to act for the disbursement of subsidy / loan, monitor the project, end use of funds and recovery of capital grant.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS

FOLLOWS:

1. The KSFC / Bank and district officer on behalf of department have been authorised to disburse the capital grant to the borrower, the completion of the requisite formalities in connection with execution and procuring of documents from the borrower and obtaining of security and all other deeds, documents and writings in respect thereof for the purpose of carrying out the aforesaid functions.
2. After compliance of the conditions mentioned at para above, The Department shall release the subsidy to the KSFC / Bank in such instalments as spelt out in Government order and as per the joint inspection report.
3. In the event of any default by the borrower under the agreement the Corporation / Bank may on its own or after mutual consultation with the department suspend, cancel or terminate the assistance of the term loan/ grant. Further, as the capital grant is secured by second / subsequent charges, the Corporation / Bank shall initiate actions for term loan component for recovery of dues.
4. In respect of all the loans, the Corporation / Bank shall be given on behalf of the Department of Handlooms & Textiles all approvals, consents and permissions to such extent as required.
5. The KSFC / Bank shall be entitled to retain the expenses incurred towards costs, claims, legal fee etc., from the sale consideration of the secured assets and pay balance amount to the Department of Handlooms & Textiles, GoK towards the capital grant in case recovery action is initiated for violation of any of the terms of the scheme.

For the purpose of carrying out the provisions of this memorandum of understanding Department of Handlooms & Textile GoK hereby irrevocably

PROPERTIES HERETO AS

ve been  
of

appoint KSFC / Bank / District officer of the department to be true and lawful attorney in the name and on behalf of GoK to do, execute and perform acts, deeds and things hereinafter mentioned.

- a. To take steps for investigation of the borrowers title to the properties offered as security for the grant for the loans.
- b. To accept deposit of title deeds either singly for us or jointly with other or to authorise on our behalf third parties to accept such deposits by the borrower for creation of mortgage in terms of section 58(f) of the Transfer of Property Act, 1882 as also to continue to hold such title deeds by way of extension of such mortgage/s or to release them for the specific purpose of further deposit or to release them at the time of final extinguishment of the charge / mortgage or in the event of the attorney agreeing to release part security from the lenders charge, to release the title deeds pertaining to such part security.
- c. To arrange for filing with the Registrar of Companies of particulars of charge, modification of charge, under the provisions of Companies Act, 1956 / 2013 / Limited Liability Partnership and to take all necessary action for registration of charges on our behalf including filing of applications, petitions and other proceedings before the NCLT or such other Authority as may be required.
- d. To disburse the grant amount sanctioned by the Government in such instalments as necessitated from time to time to the borrower.
- e. To cede 2<sup>nd</sup> / 3<sup>rd</sup> charges in favour of other institutions / banks/trustees as may be necessary in respect of the assistance, existing or future and to issue requisite letters in this regard thereto and to execute sign and deliver all agreements or writings as may be necessary in this regard.
- f. To release part of security from charge / mortgage in such manner and in such conditions as may be required;

- g. To prepare, to issue notices, to the beneficiaries in the event of breach of terms of grant.
- h. To execute, sign and delivered releases of reconveyance as may be necessary in connection with the assistance;
- i. To grant on behalf of the Department such reliefs, relaxations, concessions, consents, permissions, waives and approvals as may be required in connection with the assistance and to sign MoU and other documents and writings in relation thereto.
- j. Generally to do and cause to be done every other act, matter or thing, which may be deemed necessary or expedient or incidental for the purpose of or in relation to the aforesaid powers;
6. It is agreed that all or any of the powers hereby referred upon the district officer of the department / KSFC / Bank may be exercised by any officer or officers of the department / KSFC / Bank nominated by them in that behalf.
7. It is hereby declared that all receipts, acts, deeds, documents, matters and things which shall be made, executed or done by KSFC / Bank for the aforesaid purpose by virtue of these presents shall be as good, valid and effectual to all intents and purposes whatsoever as if the same had been made, executed or done by us in person and in our name.
8. For the purpose of this Memorandum of Understanding, the KSFC Karnataka State Financial Corporation / Bank shall be an agent of the Department of Handlooms & Textiles, GoK under Sec.25(i) (d) of the State Financial Corporations Act, 1951 (LXIII of 1951) in respect of any matter connected with or arising out of loans or advances to an industrial concern.

- t of breach of  
y be
9. The Department of Handlooms & Textile shall extend all assistance to the Karnataka State Financial Corporation / Bank in monitoring of the capital grant amount etc.
  10. It is further agreed to ratify and confirm all that the KSFC / Bank shall do or cause to be done in or concerning the premises by virtue of these presents.
  11. The KSFC / Bank shall consult Department of Handlooms & Textile before closing any bad / doubtful accounts of beneficiary and after taking approval of Department of Handlooms & Textile who shall take steps to write-off bad debts if any.
  12. The project shall be completed within 18 months after release of 1<sup>st</sup> instalment of grant by Department of Handlooms & Textile.
  13. Obtain all approvals / permissions from concerned departments by the beneficiary before release loan assistance.
  14. With the conditions that the loan component is only 15% and grant component being 75% which is proposed to be released in four instalments, there is a situation that the beneficiaries shall bring in their own funds to complete the project first and then claim grant as reimbursement.
  15. The Bank / KSFC may provide term loan upto 90% of the fixed assets and release the funds to the beneficiary for implementation of the project proportionate to promoters contribution. Later the Government Grant shall be released to Bank / KSFC in instalments based on the progress of the project. Department of Handlooms & Textile will be releasing the subsidy amount whenever received the grant from Government.
  16. Any changes made in the project establishment need to be pre approved from the department.



17. Beneficiary has to periodically submit the progress report on every physical and financial stage of the project establishment.

18. Afore said enterprises cannot be sold or transfer without prior permission from the Government.

19. .... Bank /KSFC/Department district officer should monitor the progress of the unit and in the event the unit fails assets are taken over and sold by ..... Bank /KSFC after appropriation of their dues, surplus amount should be remitted to Government towards grant.

20. Before release of grant a joint inspection by a team of officer of Bank / KSFC and Deputy / Assistant Director, Department of Handlooms & Textiles of concerned district be done to verify physical progress of the project implementation and ensure that project is implemented as envisaged.

IN WITNESS WHEREOF THE ABOVE PARTIES HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY AND THE YEAR HEREUNDER WRITTEN AND AS HEREINAFTER APPEARING.

Signed, sealed & delivered  
On behalf of Department of  
Handlooms & Textiles

DD/AD.....

Place:

Date:

Signed, sealed & delivered  
On behalf of KSFC / Bank

.....

Signed, sealed & delivered  
on behalf of above named

M/s.....