

Ref. No. CGTMSE /44/292

March 27, 2023

Credit Guarantee Scheme - I & II  
All Member Lending Institutions (MLIs) of CGTMSE

Circular No.219 / 2022 – 23

Madam / Dear Sir,

**Payment of Annual Guarantee Fee (AGF) in Credit Guarantee  
Scheme of CGTMSE by Government of Rajasthan under BRUPY Scheme, 2022**

We are pleased to inform that CGTMSE has collaborated with the Government of Rajasthan for Payment of Annual Guarantee Fee in Credit Guarantee Scheme under the Scheme titled "Dr. Bhimrao Ambedkar Rajasthan Dalit, Adivasi, Udyam Protsahan Yojna, 2022 (BRUPY)" announced by Government of Rajasthan. The Scheme will be applicable to the MSEs promoted by SC/ST borrowers who are the original native of State of Rajasthan. Under the Scheme guarantee coverage would be provided as per the ceiling permitted under CGTMSE Scheme and the cost of annual guarantee fee for the loans covered by CGTMSE under BRUPY, shall be borne by the State Government. The Scheme guidelines are given at *Annexure I* and BRUPY Scheme, 2022 by Government of Rajasthan is given at *Annexure II*.

All the other guidelines of CGTMSE shall be applicable for cases covered under this Scheme.

The Scheme is effective from September 08, 2022 and will continue till March 31, 2027. This initiative will support meeting the needs of financial assistance to weaker segment of MSEs in the State of Rajasthan. We look forward to you for popularizing the Scheme & ensuring that the benefits of the Scheme are properly actualized.

The contents of this circular may please be brought to the notice of all your offices located in the State of Rajasthan.

Yours faithfully,

Sd/-

(Dhiraj Kumar)  
Asst General Manager

Encl: As above



**Payment of Annual Guarantee Fee under Credit Guarantee Scheme (CGS) of CGTMSE by Government of Rajasthan under Dr. Bhimrao Ambedkar Rajasthan Dalit, Adivasi, Udyam Protsahan Yojna, 2022 (BRUPY)**

**Guidelines for operation**

**I. INTRODUCTION**

**1. Title and date of commencement**

2. The Scheme shall be known as the Payment of AGF under Credit Guarantee Scheme (CGS) of CGTMSE under Dr. Bhimrao Ambedkar Rajasthan Dalit, Adivasi, Udyam Protsahan Yojna, 2022 (BRUPY) for Micro and Small Enterprises, and it is implemented in collaboration with CGTMSE and Government of Rajasthan (GoR).
3. The Scheme shall be operational w.e.f. September 08, 2022 and continue till March 31, 2027.

**4. Definitions**

For the purposes of this Scheme –

- (i) **“Amount in Default”** means the principal and interest amount outstanding in the account(s) of the borrower in respect of term loan and amount of outstanding working capital facilities (including interest), as on the date of the account becoming NPA, or the date of lodgement of claim application whichever is lower or such other date as may be specified by CGTMSE for preferring any claim against the guarantee cover subject to a maximum of amount guaranteed.
- (ii) **“Collateral security”** means the security provided in addition to the primary security, in connection with the credit facility extended by a lending institution to a borrower.
- (iii) **“Credit facility”** means any financial assistance by way of term loan and / or fund based and non-fund based working capital (e.g. Bank Guarantee, Letter of credit etc.) facilities extended by the lending institution to the eligible borrower. For the purpose of calculation of guarantee fee, the “credit facility extended” shall mean the amount of financial assistance committed by the lending institution to the borrower, whether disbursed or not. For the purpose of the calculation of Guarantee Fee, the credit facility extended shall mean the credit facilities (both fund and non-fund based) covered under the

Scheme and for which guarantee fee has been paid, as at March 31, of the relevant year.

- (iv) **“Eligible Borrower”** means new or existing Micro and Small Enterprises to which credit facility has been provided by the lending institution with or without any collateral security and/ or third-party guarantees. The benefit of the Scheme is available to all the SC/ST promoted Micro and small enterprises / units in Rajasthan state who are original native of the State of Rajasthan who should otherwise be eligible for guarantee as per the other existing eligibility criteria of CGTMSE.

Eligibility of the Borrower under the Scheme:

1. The credit facility given by MLIs to eligible SC/ST borrowers will be provided guarantee by CGTMSE as per its extant guidelines.
2. The borrower should be a native of Rajasthan with a minimum age of 18 years.
3. The borrower should not be working with or engaged any Central / State Government run Institutions / Services/employment.
4. SC/ST borrowers should have 51% or more share in the partnership / Limited Liability partnership firms / Cooperative Societies/ Pvt. Ltd. Companies etc.
5. The borrower should not have been a defaulter to any financial institution
6. The borrower should not have been declared as bankrupt and /or mentally unfit

“Hybrid / Partial Collateral Security” product allowing guarantee cover on credit facilities having collateral security, for the portion of credit facility not covered by collateral security (unsecured portion), has also been introduced by CGTMSE. In the partial collateral security model, the MLIs will be allowed to obtain collateral security for a part of the credit facility, whereas the remaining part of the credit facility, can be covered under the Scheme.

- (v) **‘Guarantee Cover’** means maximum cover available per eligible borrower of the amount in default in respect of the credit facility extended by the lending institution
- (vi) **“Lending institution(s)”** means a commercial bank for the time being included in the second Schedule to the Reserve Bank of India Act, 1934, Regional Rural Banks, Scheduled Urban Co-operative Banks, Non-Scheduled Urban Co-operative Banks, State Co-operative Banks, District Central Co-operative Banks, Small Finance Banks and Microfinance Institutions as may be specified by the Trust from time to time, or any other institution(s) as may be directed by the Govt. of India from time to time. The Trust may, on review of performance, remove any of the lending institution from the list of eligible institution.

- (vii) **“Material date”** means the date on which the annual guarantee fee on the amount covered in respect of eligible borrower is paid / credited to the Trust by the Member lending institution under the Scheme.
- (viii) **“Non-Performing Assets”** means an asset classified as a non-performing based on the instructions and guidelines issued by the Reserve Bank of India from time to time.
- (ix) **“Primary security”** in respect of a credit facility shall mean the assets created out of the credit facility so extended and/or **existing unencumbered assets** which are directly associated with the project or business for which the credit facility has been extended.
- (x) **“Scheme”** means the Credit Guarantee Scheme (CGS) of CGTMSE for BRUPY
- (xi) **“SIDBI”** means the Small Industries Development Bank of India, established under Small Industries Development Bank of India Act, 1989 (39 of 1989).
- (xii) **“Micro and Small Enterprises”** As per the MSMED Act, 2006 an “enterprise” means an industrial undertaking or a business concern or any other establishment, by whatever name called, engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951 or engaged in providing or rendering of any service or services; and “Micro and Small Enterprises” are defined in 7.1.a.i) and ii) & in 7.1.b.i) and ii) of the said Act and amended from time to time.

MSE means an enterprise based in Rajasthan defined and classified under the MSMED Act, 2006 as per extant amendment/modification to the same under the said Act from time to time.

- (xiii) **“Tenure of guarantee cover”** means the maximum period of guarantee cover from Guarantee sanction date which shall run through the agreed tenure of the term credit and for a period of 5 years or block of a 5 years from Guarantee start date where working capital facilities alone are extended or loan termination date, whichever is earlier or such period as may be specified by the Trust.
- (xiv) **“Trust”** means the Credit Guarantee Fund Trust for Micro and Small Enterprises set up by Government of India and SIDBI with the purpose of guaranteeing credit facility(ies), extended by the lending institution(s) to the eligible borrowers.
- (xv) **“Third Party Guarantee”** means any guarantee obtained by a Member Lending Institution in connection with the credit facility extended by it to a borrower except from Sole-Proprietor in case of Sole Proprietary concern, Partners in case of partnership / limited liability partnership, Trustees in case of Trust, Karta & Coparceners in case of HUF and promoter directors in case of private/ public limited companies and owner of the immovable property in case of guarantee under Hybrid / Partial collateral security model.
- (xvi) **“State Government Fund”** is the fund placed by Government of Rajasthan with CGTMSE as committed and decided mutually.



## **I. SCOPE AND EXTENT OF THE SCHEME**

### **3. Guarantees by the Trust**

- (i) Subject to the other provisions of the Scheme, the Trust undertakes, in relation to credit facilities extended to an eligible borrower from time to time by an eligible institution which has entered into the necessary agreement for this purpose with the Trust, to provide a guarantee on account of the said credit facilities.
- (ii) Such guarantee under the Scheme will be issued only after the credit facility has been approved by the State Government for coverage under CGS of CGTMSE for BRUPY. For this, all applications received by CGTMSE from its various MLIs, will be made available to the designated nodal officer of the Govt of Rajasthan. Only those cases will be covered under the Scheme which will be approved by the State Government. All such movement of information would be web-based with no manual intervention. The guarantee applications not cleared by the State Government for coverage by CGTMSE under BRUPY shall be covered under CGS – I & II of CGTMSE as the case maybe.
- (iii) The Trust reserves the discretion to accept or reject any proposal referred by the lending institution which otherwise satisfies the norms of the Scheme.

### **4. Credit facilities eligible under the Scheme**

The Trust shall cover credit facilities extended by Member Lending Institution(s) to a single eligible borrower in the Micro and Small Enterprises sector for credit facility.

Not exceeding ₹200 lakh (Scheduled Commercial Banks, select Financial Institutions, NBFCs, Small Finance Banks (SFBs) and Scheduled Urban Co-operative Banks by way of term loan and/or working capital facilities on or after entering into an agreement with the Trust, without any collateral security and/or third party guarantees or such amount as may be decided by the Trust from time to time. This limit of ₹200 lakh is likely to be increased shortly.

Not exceeding ₹50 lakh for Regional Rural Banks / select Financial Institutions / Microfinance Institutions; or applicable guarantee limit as approved by the Trust from time to time

The cap of ₹200 lakh is the maximum guarantee coverage limit per borrower based on the outstanding credit facilities and the borrowers can avail incremental credit facilities (i.e. to the extent of reduction in the outstanding exposure limit) under the Scheme, subject to maximum cap of ₹200 lakh.

#### **Provided further that, as on the material date:**

- i. Credit facility is standard and regular (not SMA) as per RBI guidelines in the books of the MLI; and /or
- ii. Credit facility is having nil overdue and not having been slipped into SMA 2, as defined by RBI (i.e., account where overdue is between 61 to 90 days) for last one year with Lending Institution
- iii. The business or activity of the borrower for which the credit facility was granted has not ceased; and / or

- iv. The credit facility has not wholly or partly been utilized for adjustment of any debt deemed bad or doubtful of recovery, without obtaining a prior consent in this regard from the Trust.

**Coverage to Trading (Retail/Wholesale Trade) is eligible.**

Present limit is ₹200 lakh and same is subject to modification from time to time as per Credit Guarantee Scheme of the Trust

**Coverage under Hybrid model of CGTMSE is also eligible.**

Under “Hybrid Security” product, the MLIs are allowed to obtain collateral security for a part of the credit facility, whereas the remaining part of the credit facility, up to a maximum of ₹200 lakh (subject to modification from time to time as per Credit Guarantee Scheme of the Trust), can be covered under the Scheme. CGTMSE will, however, have notional second charge on the collateral security provided by the borrower for the credit facilities extended. Under the hybrid security product, there is no requirement for MLIs to create security/charge in favor of CGTMSE by way of legal documentation.

*Apart from Guarantee Coverage as provided in the Scheme, all other norms for NBFCs will as per the extant guidelines as applicable under CGS II scheme of CGTMSE.*

**5. Credit facilities not eligible under the Scheme**

The following credit facilities shall not be eligible for being guaranteed under the Scheme: -

- (i) Any credit facility in respect of which risks are additionally covered under a scheme operated / administered by Deposit Insurance and Credit Guarantee Corporation or the Reserve Bank of India, to the extent they are so covered.
- (ii) Any credit facility in respect of which risks are additionally covered by Government or by any general insurer or any other person or association of persons carrying on the business of insurance, guarantee or indemnity, to the extent they are so covered.
- (iii) Any Credit facility shall not be eligible to covered under the Scheme if the said credit facility has been covered for guarantee through NCGTC Ltd.
- (iv) Any credit facility, which does not conform to, or is in any way inconsistent with, the provisions of any law, or with any directives or instructions issued by the Central Government or the Reserve Bank of India, which may, for the time being, be in force.
- (v) Any credit facility granted to any borrower, who has availed himself of any other credit facility covered under this scheme or under the schemes mentioned in clause (i), (ii), (iii) and (iv) above, and where the lending institution has invoked the guarantee provided by the Trust or under the schemes mentioned in clause (i), (ii), (iii) and (iv) above, but has not repaid any portion of the amount due to the Trust or under the schemes mentioned

in clause (i), (ii), (iii) and (iv) above, as the case may be, by reason of any default on the part of the borrower in respect of that credit facility.

- (vi) Any credit facility which has been sanctioned by the lending institution against collateral security and / or third party guarantee. However, after the introduction of Hybrid Security model, MLIs can cover the unsecured part of the credit facility(ies) under CGTMSE upto the overall exposure of ₹200 lakh (presently).

#### **6. Agreement to be executed by the lending institution**

A lending institution shall not be entitled to a guarantee in respect of any eligible credit facility granted by it unless it has entered into an agreement with the Trust in such form as may be required by the Trust for covering by way of guarantee. Existing MLIs under CGS I & CGS II are eligible for coverage under the Scheme. Lending Institutions who are otherwise not eligible under CGS I and CGS II scheme of CGTMSE are required to execute fresh agreement/undertaking with CGTMSE for the Scheme as per eligible guidelines as applicable for that institution.

#### **7. Responsibilities of lending institution under the scheme:**

- (i) The lending institution shall evaluate credit applications by using prudent banking judgement and shall use their business discretion / due diligence in selecting commercially viable proposals and conduct the account(s) of the borrowers with normal banking prudence.
- (ii) The lending institution shall closely monitor the borrower account.
- (iii) The lending institution shall safeguard the primary securities taken from the borrower in respect of the credit facility in good and enforceable condition.
- (iv) The lending institution shall ensure that the guarantee claim in respect of the credit facility and borrower is lodged with the Trust in the form and in the manner and within such time as may be specified by the Trust in this behalf and that there shall not be any delay on its part to notify the default in the borrowers account which shall result in the Trust facing higher guarantee claims.
- (v) The payment of guarantee claim by the Trust to the lending institution does not in any way take away the responsibility of the lending institution to recover the entire outstanding amount of the credit from the borrower. The lending institution shall exercise all the necessary precautions and maintain its recourse to the borrower for entire amount of credit facility owed by it and initiate such necessary actions for recovery of the outstanding amount, including such action as may be advised by the Trust.
- (vi) The lending institution shall comply with such directions as may be issued by the Trust, from time to time, for facilitating recoveries in the guaranteed account, or safeguarding its interest as a guarantor, as the Trust may deem fit and the lending institution shall be bound to comply with such directions.
- (vii) The lending institution shall, in respect of any guaranteed account, exercise the same diligence in recovering the dues, and safeguarding the interest of

the Trust in all the ways open to it as it might have exercised in the normal course if no guarantee had been furnished by the Trust. The lending institution shall, in particular, refrain from any act of omission or commission, either before or subsequent to invocation of guarantee, which may adversely affect the interest of the Trust as the guarantor. In particular, the lending institution should intimate the Trust while entering into any compromise or arrangement, which may have effect of discharge or waiver of personal guarantee(s) or security. The lending institution shall also ensure either through a stipulation in an agreement with the borrower or otherwise, that it shall not create any charge on the security held in the account covered by the guarantee for the benefit of any account not covered by the guarantee, with itself or in favour of any other creditor(s) without intimating the Trust. Further the lending institution shall secure for the Trust or its appointed agency, through a stipulation in an agreement with the borrower or otherwise, the right to list the defaulted borrowers' names and particulars on the Website of the Trust

## ANNUAL GUARANTEE FEE

### 8. Annual Guarantee Fee (AGF)

AGF will be charged on the guaranteed amount for the first year and on the outstanding amount for the remaining tenure of the credit facilities as detailed below on all the guarantees approved/ renewed on or after December 01, 2022 including enhancement in existing working capital account already covered under Guarantee Scheme.

Slab	Standard Rate (SR)*	Fee Rate after Discount	Fee Rate with Risk Premium			
		(-10%)	15%	30%	50%	70%
0-10 lakh	0.75	0.68	0.86	0.98	1.13	1.28
Above 10-50 lakh	1.10	0.99	1.27	1.43	1.65	1.87
Above 50-2 crore	1.20	1.08	1.38	1.56	1.80	2.04
<p><i>*AGF will be charged on the guaranteed amount for the first year and on the outstanding amount for the remaining tenure of the credit facility.</i></p> <p><b><i>The standard rate is across all activity including trading activity.</i></b></p>						

The above rate is as per current fee structure and is subject to modification from time to time and will be applicable to all lending Institution taking coverage under the Scheme. In such case, the relevant modified fee structure would be applicable.

Under the Scheme, the cost of annual guarantee fee & applicable taxes of any levied for obtaining the guarantee under CGS of CGTMSE for BRUPY shall be borne by the State Government. In this connection, based on the estimated number of beneficiaries and loan amount, State Government shall make advance payment in lump sum to CGTMSE on annual basis. CGTMSE will provide account wise annual fund utilisation certificate to the GoR. The fee will be payable only after approval of guarantee application by CGTMSE. In case the advance payment being in excess of actual fee to be received by CGTMSE, the surplus amount to be carried forward for next year and next year's estimation to be made considering this carried forward amount.

CGTMSE would issue the Guarantee to eligible beneficiary by appropriating the applicable fee from the advance paid by the State Government. In case the advance payment placed with CGTMSE falls short/or has been delayed, to cover the cost of annual guarantee fee, the fee will be charged to the MLI till the time funds are made available to CGTMSE. After receiving the funds, fee will be refunded to the MLIs concerned.

In case of term loans, AGF for the amount guaranteed by CGTMSE would be calculated on outstanding amount as on 31st December against each guarantee account and for working capital, AGF for the amount guaranteed by CGTMSE would be calculated on present or expected outstanding of working capital limit as provided by MLI on yearly basis. The guarantee coverage shall be restricted to the outstanding amount on which fee is paid by the MLI. Online module for updating the outstanding amount in respect of eligible guaranteed loan accounts is made available between January 01- January 15 every year. However, online

module for updating outstanding on real time basis shall also be made available under the Scheme.

For cases covered under Hybrid Security Model, Guarantee fee will be charged on the guaranteed amount for the first year and on the outstanding amount after netting off collateral value and unsecured portion, if any, subsequently resulting in lower annual guarantee fee charged to MSEs.

Category	Social Category (Weaker Section/ Underserved Section)	Geographic	MSE Status
Target Group	Women/SC/ST / Person with disability (PwD)/ Agniveers	Aspirational District (Upto `50 Lakh)	ZED Certified
Relaxation/ Concession in Rate	10%	10%	10%

- a. Women entrepreneurs/ SC/ST/ Person with disability (PwD) Borrowers would be given the discount of 10%. Guarantee to the MSEs promoted by Agniveers shall also carry 10% relaxation in Annual Guarantee Fee.

In case of PwD, the MLIs would require to obtain Disability Certificate(s) with regard to the promoter(s) issued by the competent authority while applying for guarantee coverage.

- b. MSEs situated in Aspirational District would be given discount of 10%.
  - c. ZED Certified MSEs would be given discount of 10%.
  - d. An MSE falling in all the above three categories viz. Social, Geographic, MSE Status shall be eligible for maximum discount of 30%.
2. MLIs newly registered/which do not have sufficient history of transactions under CGTMSE will be placed at 70% risk premium for a period of atleast 1 year.
  3. The review of Risk classification of MLI would be an annual exercise or at such interval as decided by the Trust. The review of Risk classification of MLI would be carried out by external agency or internally as decided by the Trust.
  4. The fee would be charged on outstanding basis i.e First fee (guarantee fee) would be charged on guarantee amount and subsequent fee (annual fee) would be charged on outstanding amount.
  5. The total exposure of the MSE would be considered to arrive at the slab of the borrower and accordingly, applicable fee would be charged on the guarantee/outstanding amount
  6. The duration and process of calculation of annual guarantee fee shall remain same.

7. The various scenarios/calculations for charging of fee at different level of fee rate and risk rate including additional relaxation is illustrated in *Annexure II*.

### 8.1 Charging of fee on Outstanding basis

In case of term loans, AGF would be calculated on outstanding amount as on 31st December against each guarantee account and for working capital, AGF would be calculated on present / expected Outstanding as provided by MLI.

The various scenarios for updation of Outstanding, charging of fee and coverage limit for Working Capital & Term Loan is given at *Annexure III*

For cases covered under Hybrid Security Model, Guarantee fee will be charged on the guaranteed amount for the first year and on the outstanding amount after netting off collateral value and unsecured portion, if any, subsequently resulting in lower annual guarantee fee charged to MSEs.

Online module for updating the outstanding amount in respect of eligible guaranteed loan accounts is made available between January 01- January 15 every year.

### 8.2 Payment of AGF

- (i) Annual Guarantee fee (first time fee) shall be paid to the Trust by the institution availing of the guarantee within 30 days from the date of first disbursement of credit facility **(not applicable for Working capital)** or 30 days from the date of Demand Advice (CGDAN) of guarantee fee whichever is later **or such date as specified by the Trust.**
- (ii) The Annual Guarantee fee (subsequent to first time fee) at specified rate (as specified above) **on pro-rata basis for the first and last year and in full for the intervening years** would be generated by 1<sup>st</sup> week of February every year. AGF so demanded would be paid by the MLIs on or before 30<sup>th</sup> March each year or any other specified date by CGTMSE, of every year.

Provided further that in the event of non-payment of annual service / guarantee fee within the stipulated time or such extended time that may be agreed to by the Trust on such terms, liability of the Trust to guarantee such credit facility would lapse in respect of those credit facility against which the service charges / fee are due and not paid.

Provided further that, the Trust may consider renewal of guarantee cover for such of the credit facility upon such terms and conditions as the Trust may decide.

In the event of any error or discrepancy or shortfall being found in the computation of the amounts or in the calculation of the guarantee fee / annual service fee, such deficiency / shortfall shall be paid by the eligible lending institution to the Trust together with interest on such amount at a rate of four per cent over and above the Bank Rate, or as may be prescribed by the Trust from time to time. Any amount found to have been paid in excess would be refunded by the Trust. In the event of any representation made by the lending institution in this regard, the Trust shall take a decision based on the available information with it and the clarifications received from the lending institution, and its decision shall be final and binding on the lending institution.



- (iii) The amount equivalent to the annual guarantee fee and / or the service fee payable by the eligible lending institution may be recovered by it, at its discretion from the eligible borrower.

The annual guarantee fee and / or annual service fee once paid by the lending institution to the Trust is non-refundable except under certain circumstances like –

- Excess remittance,
- Remittance made more than once against the same credit application,
- Annual Guarantee fee & or annual service fee not due,
- Annual Guarantee fee paid in advance but application not approved for guarantee cover under the scheme, etc.
- In case of pre-closure / request for refund, refund of proportionate annual guarantee fee (GF/AGF/ASF) will be allowed only where closure is marked in CGTMSE system / refund request is within 3 months from the date of receipt of fee by CGTMSE. To claim refund in case of pre-closure, it is mandatory to mark closure of account in the system using menu: Guarantee maintenance >> Request for closure. Any pre-closure marked / refund request received after 3 months from the date of receipt of fee by CGTMSE would not be considered.

### **8.3 Payment process**

CGTMSE has introduced new online payment process for receiving the annual guarantee fee payment through NEFT/RTGS to enable the Trust to further improve the guarantee coverage process. The two step process for fee remittance towards guarantee fee / annual fee is given below:

1. System Path: Member Login >> GF Payment or ASF Payment >> Allocate >> Select CGPAN/DANS >> Next >> RP is created by System.
2. After that, go to GF Payment or ASF Payment >> Initiate payment >> Select the RP >> Account Nos, Final Amount for payment & IFSC code is displayed for payment purpose

MLI can cancel / Modify the RP before making the final payment if so required using path : System Path: Member Login >> GF Payment or ASF Payment >> Modify/cancel RP No or Pay\_ID

Annual Guarantee Fee (AGF) demanded by the Trust is inclusive of applicable GST.

### **8.4 Revival of closed accounts**

If the guaranteed account gets closed due to non-payment of AGF, the guarantee under the scheme shall not be available and request for revival of accounts/ delayed payment will be considered as per the process under CGTMSE's CGS-I.



## II. GUARANTEES

### 9. Extent of the Guarantee Coverage

The Scheme will commence from 08.09.2022 and continue till 31.03.2027 i.e for the guarantee issued till the cost of annual guarantee fee in respect of beneficiaries shall be borne by GoR.

#### The Extent of Guarantee Coverage

Category	Upto ₹200 lakh
SC/ST entrepreneurs	85%

*The above extent of coverage is as per current structure and is subject to modification from time to time and will be applicable to all lending Institution taking coverage under the Scheme. In such case, the relevant modified structure would be applicable.*

All proposals for sanction of guarantee approvals for credit facilities above ₹50 lakh upto ₹200 lakh will have to be rated internally by the MLI and should be of investment grade.

### 10. Invocation of guarantee

#### NPA marking

The Member Lending Institutions (MLIs) are required to inform the date on which the account was classified as NPA in a particular calendar quarter, by end of subsequent quarter using the following option in the online system.

(Member Login area >> Guarantee Maintenance >> Periodic Information >> NPA Details)

- (i) The lending institution may invoke the guarantee in respect of credit facility within a maximum period of 3 years from the NPA date or lock-in period whichever is later, if the NPA date is on or after 15/03/2018. (For NPAs prior to 15/03/2018, time period for claim lodgement will be 1 year for cases sanctioned prior to 01/01/2013 and 2 years for cases sanctioned after 01/01/2013), if the following conditions are satisfied: -
  - a. The guarantee in respect of that credit facility was in force **at the time of account turning NPA.**
  - b. The lock-in period of 18 months from either the date of last disbursement of the loan to the borrower or the guarantee start date in respect of credit facility to the borrower, whichever is later, has lapsed.
  - c. The amount due and payable to the lending institution in respect of the credit facility has not been paid and the dues have been classified by

the lending institution as Non-Performing Assets. Provided that the lending institution shall not make or be entitled to make any claim on the Trust in respect of the said credit facility if the loss in respect of the said credit facility had occurred owing to actions / decisions taken contrary to or in contravention of the guidelines issued by the Trust.

- d. The credit facility has been recalled and the recovery proceedings have been initiated under due process of law. Mere issuance of recall notice under SARFAESI Act 2002 cannot be construed as initiation of legal proceedings for purpose of preferment of claim under the Scheme. MLIs are advised to take further action as contained in Section 13 (4) of the SARFAESI Act 2002 wherein a secured creditor can take recourse to any one or more of the recovery measures out of the four measures indicated therein before submitting claims for first instalment of guaranteed amount. In case the MLI is not in a position to take any of the action indicated in Section 13(4) of the aforesaid Act, they may initiate fresh recovery proceeding under any other applicable law and seek the claim for first instalment from the Trust.
- e. However, in case of claims lodged on or after March 14, 2018, initiation of legal proceedings as a pre-condition for invoking of guarantees shall be waived for credit facilities having aggregate outstanding up to ₹1,00,000/- (subject to modification from time to time as per Credit Guarantee Scheme of the Trust), subject to the condition that for all such cases, where the filing of legal proceedings is waived, a Committee of the Member Lending Institution (MLI) headed by an Officer not below the rank of General Manager should examine all such accounts and take a decision for not initiating legal action, and for filing claim under the Scheme.

In respect of claims lodged on or after October 08, 2021, the threshold for waiver of legal action has been increased to ₹1,00,000/- subject to the condition that for all such cases, where the filing of legal proceedings is waived, a Committee of the Member Lending Institution (MLI) headed by an Officer not below the rank of Assistant General Manager should examine all such accounts and take a decision for not initiating legal action.

In respect of claims lodged on or after January 02, 2023, the threshold for waiver of legal action has been increased to ₹5,00,000/- subject to the condition that for all such cases, where the filing of legal proceedings is waived, a Committee of the Member Lending Institution (MLI) headed by an Officer not below the scale V of MLI, should examine all such accounts and take a decision for not initiating legal action.

- f. Claims of the respective MLI will be settled to the extent of 2 times of the fee including recovery remitted during the previous financial year. Any claim lodged / received exceeding 2 times of the total fee including recovery remitted by MLI will be suspended till such time the position is remedied i.e. payout is brought within the payout cap limit.
- (ii) The claim should be preferred by the lending institution in such manner and within such time as may be specified by the Trust in this behalf.

- (iii) The Trust shall pay 75 per cent of the guaranteed amount on preferring of eligible claim by the lending institution, within 30 days, subject to the claim being otherwise found in order and complete in all respects. The Trust shall pay to the lending institution interest on the eligible claim amount at the prevailing Bank Rate for the period of delay beyond 30 days. The balance 25 per cent of the guaranteed amount will be paid on conclusion of recovery proceedings or till the decree gets time barred. As per CGTMSE circular No 62 and 135, for loans sanctioned on or after 01/01/2013, the balance 25 per cent of the guaranteed amount will be paid on conclusion of recovery proceedings by the lending institution or after three years of obtention of decree of recovery, whichever is earlier. On a claim being paid, the Trust shall be deemed to have been discharged from all its liabilities on account of the guarantee in force in respect of the borrower concerned. MLIs, however, should undertake to refund any amount received from the unit after payment of full guaranteed amount by CGTMSE.
- (iv) In the event of default, the lending institution shall exercise its rights, if any, to take over the assets of the borrowers and the amount realized, if any, from the sale of such assets or otherwise shall first be credited in full by the lending institutions to the Trust before it claims the remaining 25 per cent of the guaranteed amount.
- (v) The lending institution shall be liable to refund the claim released by the Trust together with penal interest at the rate of 4% above the prevailing Bank Rate, if such a recall is made by the Trust in the event of serious deficiencies having existed in the matter of appraisal / renewal / follow-up / conduct of the credit facility or where lodgement of the claim was more than once or where there existed suppression of any material information on part of the lending institutions for the settlement of claims. The lending institution shall pay such penal interest, when demanded by the Trust, from the date of the initial release of the claim by the Trust to the date of refund of the claim.
- (vi) MLIs can update, allocate and remit the recoveries/ OTS amount received post settlement of first instalment of claim in the CGTMSE portal. In the Recovery Module, MLIs can allocate the CGPANs to generate RP Number and initiate payment by generating Virtual Account Number for remitting recovery related payment to CGTMSE. System Path: Receipts & Payment >> Recovery through NEFT/RTGS >> Update Recovery info. (Circular No.171/2020-21 and 113/ 2016-17 dated July 03, 2020 and May 12, 2016 respectively).
- (vii) While online lodgement of first claim, MLIs have to submit the Declaration & Undertaking (D& U) electronically along with the checklist displayed in the system.

The Guarantee Claim received directly from the branches or offices other than respective operating-offices of MLIs through hardcopy will not be entertained.

### **Settlement of second / final instalment**

The settlement of second / final instalment will be considered on conclusion of recovery, irrespective of the sanction date of the credit facility. With regards to

conclusion of recovery proceedings, following four scenarios as applicable and certified by the concerned authority of the MLI is considered as conclusion of recovery proceedings provided minimum period of 3 years from the date of settlement of first claim has been lapsed.

- a. If legal action is initiated only under SARFAESI Act and whatever assets available were sold off and the amount is remitted to the Trust. Also, the borrower is not traceable and the Networth of the Personal Guarantor is not worth pursuing further legal course.
- b. If amount is recovered through sale of assets under SARFAESI and no other assets are available and legal action is taken under any forum such as RRA, Civil Court, Lok Adalat or DRT where there is no further means to recover the money from the borrower and the Networth of the Personal guarantor is significantly eroded.
- c. If no assets are available and the borrower is absconding, and the Networth of the Personal guarantor is significantly eroded.
- d. If no assets are available and the legal action is withdrawn as the borrower is absconding and it may not be worth pursuing legal action.

As per CGTMSE circular No 62 and 135, for loans sanctioned on or after 01/01/2013, the balance 25 per cent of the guaranteed amount will be paid on conclusion of recovery proceedings by the lending institution or after three years of obtention of decree of recovery, whichever is earlier. However, in cases where the legal action has been initiated under SARFAESI Act or RRA, the MLIs may be allowed to lodge 2<sup>nd</sup> claim after the lapse of three years from date of action under Section 13(4) of SARFAESI Act and the date of Recovery Certificate issued by the Tehsildar respectively subject to following confirmation from the MLIs:

- a. Personal Guarantees have been invoked and no further recovery is possible.
- b. No tangible secured assets have been left for disposal and no further recovery is possible.
- c. The entire recoveries made in the account have been duly indicated in the 2nd claim application/have been passed on to CGTMSE.

**Lodgement of 2<sup>nd</sup> / final claim application**

*(Circular No 175/2020-21 dated December 29, 2020)*

- MLI needs to first update and remit the recovery amount before submitting the 2nd / final claim application on CGTMSE portal.
- Apply for 2<sup>nd</sup> / final claim using path: Claim processing >> Claim for >> Second Instalment >> provide CGPAN/Claim Reference No >> Fill the Form.
- MLI Checker Approval required, use path : Claim processing >> Second Claim Checker List >> Approve >> Unique Second claim reference No is generated >> Claim received at CGTMSE end for processing.

## **11. Subrogation of rights and recoveries on account of claims paid**

- (i) The lending institution shall furnish to the Trust, the details of its efforts for recovery, realizations and such other information as may be demanded or required from time to time. The lending institution will hold lien on assets created out of the credit facility extended to the borrower, on its own behalf and on behalf of the Trust. The Trust shall not exercise any subrogation rights and that the responsibility of the recovery of dues including takeover of assets, sale of assets, etc., shall rest with the lending institution.
- (ii) In the event of a borrower owing several distinct and separate debts to the lending institution and making payments towards any one or more of the same, whether the account towards which the payment is made is covered by the guarantee of the Trust or not, such payments shall, for the purpose of this clause, be deemed to have been appropriated by the lending institution to the debt covered by the guarantee and in respect of which a claim has been preferred and paid, irrespective of the manner of appropriation indicated by such borrower or the manner in which such payments are actually appropriated.
- (iii) Every amount recovered and due to be paid to the Trust shall be paid without delay, and if any amount due to the Trust remains unpaid beyond a period of 30 days from the date on which it was first recovered, interest shall be payable to the Trust by the lending institution at the rate which is 4% above Bank Rate for the period for which payment remains outstanding after the expiry of the said period of 30 days.
- (iv) MLIs are required to provide a certificate from their Statutory Auditors in respect of remittance of recoveries made, post settlement of claims. MLIs can obtain the recovery certificate duly authenticated by their Head of Audit Department / Zonal/Regional Offices confirming remittance of entire recoveries netting off legal expenses, if any, and including refund of 1st claim, if any, to CGTMSE during the FY as per the format attached as *Annexure V*. Head Office of the respective MLI may consolidate the information so received from their MLIDs/Regional/Zonal/Circle Offices and submit the final consolidated certificate to CGTMSE duly signed by an authorized official not below the rank of General Manager. Such certificate for a particular FY must be submitted by MLIs by September 30th of the succeeding year.



### **III. MISCELLANEOUS**

#### **12. Appropriation of amount received from the lending institutions**

The amount received from the lending institutions shall be appropriated in the order in which the service fee / annual guarantee fee, penal interest and other charges have fallen due. If the service fee / annual guarantee fee and the penal interest have fallen due on the same date, then the appropriation shall be made first towards service fee / annual guarantee fee and then towards the penal interest and finally towards any other charges payable in respect of the eligible credit facility.

#### **13. Appropriation of amount realized by the lending institution in respect of a credit facility after the guarantee has been invoked.**

Where subsequent to the Trust having released a sum to the lending institution towards the amount in default in accordance with the provisions contained in the Section 10 of this scheme, the lending institution recovers money subsequent to the recovery proceedings initiated by it, the same shall be deposited by the lending institution with the Trust, after adjusting towards the legal cost incurred by it for recovery of the amount. The Trust shall appropriate the same first towards the pending annual service fee / annual guarantee fee, penal interest, and other charges due to the Trust, if any, in respect of the credit facility towards which the amount has been recovered by the lending institution, and the balance, if any, shall be appropriated in such a manner so that losses on account of deficit in recovery of the credit facility between the Trust and the lending institution are in same proportion in which guarantee has been extended.

#### **14. Trust's liability to be terminated in certain cases**

- (i) If the liabilities of a borrower to the lending institution on account of any eligible credit facility guaranteed under this Scheme are transferred or assigned to any other borrower and if the conditions as to the eligibility of the borrower and the amount of the facility and any other terms and conditions, if any, subject to which the credit facility can be guaranteed under the Scheme are not satisfied after the said transfer or assignment, the guarantee in respect of the credit facility shall be deemed to be terminated as from the date of the said transfer or assignment.
- (ii) If a borrower becomes ineligible for being granted any credit facilities under the Scheme, by reason of cessation of his activity or his undertaking ceasing to come within the definition of a MSE unit, the liability of the Trust in respect of any credit facilities granted to him by a lending institution under the Scheme shall be limited to the liability of the borrower to the lending institution as on the date on which the borrower becomes so ineligible, subject, however, to the limits on the liability of the Trust fixed under this Scheme. However, notwithstanding the death or retirement of a partner where the borrower is a partnership firm or the death of one of the joint borrowers, if the lending institution is entitled to continue the credit facilities to the surviving partner or partners or the surviving borrower or borrowers, as the case may be and if the credit facilities have not already become non-performing asset, the guarantee in respect of such credit facilities shall not to be deemed to be terminated as provided in this paragraph.

## **15. Returns and Inspections**

The lending institution shall submit such statements and furnish such information as the Trust may require in connection with any credit facility under this Scheme.

- (i) The lending institution shall also furnish to the Trust all such documents, receipts, certificates and other writings as the latter may require and shall be deemed to have affirmed that the contents of such documents, receipts, certificates and other writings are true, provided that no claim shall be rejected and no liability shall attach to the lending institution or any officer thereof for anything done in good faith.
- (ii) The Trust shall, insofar as it may be necessary for the purposes of the Scheme, have the right to inspect or call for copies of the books of account and other records (including any book of instructions or manual or circulars covering general instructions regarding conduct of advances) of the lending institution, and of any borrower from the lending institution. Such inspection may be carried out either through the officers of the Trust or of SIDBI (in case of Institutions other than SIDBI) or any other person appointed by the Trust for the purpose of inspection. Every officer or other employee of the lending institution or the borrower, who is in a position to do so, shall make available to the officers of the Trust or SIDBI or the person appointed for the inspection as the case may be, the books of account and other records and information which are in his possession.

## **16. Conditions imposed under the Scheme to be binding on the lending institution**

- (i) Any guarantee given by the Trust shall be governed by the provisions of the Scheme as if the same had been written in the documents evidencing such guarantee.
- (ii) The lending institution shall as far as possible ensure that the conditions of any contract relating to an account guaranteed under the Scheme are not in conflict with the provisions of the Scheme but notwithstanding any provision in any other document or contract, the lending institution shall in relation to the Trust be bound by the conditions imposed under the Scheme.

## **17. Modifications and exemptions**

- (i) The Trust reserves to itself the right to modify, cancel or replace the scheme so, however, that the rights or obligations arising out of, or accruing under a guarantee issued under the Scheme up to the date on which such modification, cancellation or replacement comes into effect, shall not be affected.
- (ii) Notwithstanding anything contained herein, the Trust shall have a right to alter the terms and conditions of the Scheme in regard to an account in respect of which guarantee has not been issued as on the date of such alteration.
- (iii) In the event of the Scheme being cancelled, no claim shall lie against the Trust in respect of facilities covered by the Scheme, unless the provisions

contained in Clause (i) and (ii) of Section 10 of the Scheme are complied with by the lending institution prior to the date on which the cancellation comes into force.

#### **18. Interpretation**

If any question arises in regard to the interpretation of any of the provisions of the Scheme or of any directions or instructions or clarifications given in connection therewith, the decision of the Trust shall be final.

#### **19. Supplementary and general provisions**

In respect of any matter not specifically provided for in this Scheme, the Trust may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary for the purpose of the Scheme.

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राजस्थान सरकार

उद्योग एवं वाणिज्य (ग्रुप-1) विभाग

क्रमांक: प05(13)उद्योग/2022

जयपुर, दिनांक: 08 SEP 2022

## अधिसूचना

राज्य के समग्र औद्योगिक विकास में कमजोर एवं वंचित वर्गों की प्रभावी भागीदारी सुनिश्चित करने हेतु राज्य सरकार कटिबद्ध है। राज्य सरकार के विभिन्न विकास कार्यक्रमों एवं कल्याणकारी योजनाओं के द्वारा इन वर्गों के जीवन स्तर में वृद्धि करने के उद्देश्य से राज्य के बजट प्रावधानों में अनुसूचित जाति एवं अनुसूचित जनजाति उपयोजना मद की व्यवस्था की गई है, जिससे इन वर्गों हेतु निर्धारित बजट का सदुपयोग करते हुए उन्हें विकास की मुख्य धारा में सम्मिलित किया जा सके।

राज्य के गैर-कृषि क्षेत्रों यथा- विनिर्माण, सेवा एवं व्यापार के विकास में अनुसूचित जाति एवं जनजाति वर्ग का योगदान एवं उनकी प्रभावी भूमिका सुनिश्चित करने हेतु राज्य के वार्षिक बजट 2022-23 में डॉ. भीमराव अम्बेडकर राजस्थान दलित, आदिवासी उद्यम प्रोत्साहन योजना, 2022 लागू करने की घोषणा की गई है। इस योजना के माध्यम से लक्षित वर्गों को उद्योग, सेवा एवं व्यापारिक गतिविधियों से संबंधित परियोजनाओं की स्थापना, विस्तार, विविधीकरण, आधुनिकीकरण आदि हेतु प्रभावी मार्गदर्शन, प्रदर्शन, सहयोग सहित विभिन्न प्रकार की सहायता एवं सुविधाएं प्रदान की जायेंगी।

योजना का प्रमुख उद्देश्य स्थानीय स्तर पर रोजगार के अवसर सृजित कर शहरों में हो रहे पलायन को रोकने, कृषि क्षेत्र पर निर्भरता कम करने, शिक्षित एवं प्रशिक्षित युवाओं को उद्यम की स्थापना एवं संचालन में सहयोग प्रदान करते हुए राज्य के विनिर्माण, सेवा एवं वाणिज्यिक विकास में लक्षित वर्ग की प्रभावी भूमिका एवं योगदान सुनिश्चित करना है।

## 1. योजना का नाम-

योजना का नाम "डॉ. भीमराव अम्बेडकर राजस्थान दलित, आदिवासी उद्यम प्रोत्साहन योजना, 2022" है।

## 2. योजना की परिचालन अवधि-

राज्य में यह योजना अधिसूचित होने की तिथि से दिनांक 31.03.2027 की अवधि तक प्रभावी रहेगी।



3. योजना में सम्मिलित गतिविधियां-

योजना में केन्द्र/राज्य सरकार द्वारा प्रतिबंधित गतिविधियों, कृषि एवं सम्बद्ध गतिविधियों (पशुपालन, पक्षीपालन, मत्स्यपालन, उद्यानिकी आदि) के अतिरिक्त समस्त वैध विनिर्माण, सेवा एवं व्यापार क्षेत्र में नवीन उद्यम स्थापित करना, स्थापित उद्यम में विस्तार, विविधीकरण, आधुनिकीकरण करना सम्मिलित होगा।

4. पात्रता-

अनुसूचित जाति/अनुसूचित जनजाति वर्ग से संबंधित आवेदक, जो-

- (i) राजस्थान का मूल निवासी हो। जिसकी उम्र आवेदन के समय 18 वर्ष से अधिक हो।
- (ii) केन्द्र अथवा राजकीय सेवा अथवा केन्द्रीय/राजकीय संस्थानों में कार्यरत नहीं हो।
- (iii) भागीदारी एवं एलएलपी फर्म्स, सहकारी समिति एवं कम्पनी के मामलों में आवेदक संस्थान में अनुसूचित जाति, जनजाति वर्ग के व्यक्तियों का 51 प्रतिशत अथवा अधिक स्वामित्व हो।
- (iv) आवेदक पूर्व में बैंक/वित्तीय संस्थानों से लिए गए ऋण के भुगतान में डिफाल्टर नहीं रहा हो।
- (iv) आवेदक मानसिक रूप से अस्वस्थ एवं दिवालिया घोषित न हो।

5. योजना के प्रमुख घटक-

5.1 प्रचार-प्रसार एवं जागरूकता

DICCI / प्रतिष्ठित राष्ट्रीय /राज्य स्तरीय उद्योग संघ /परिसंघ /बैंकिंग प्रशिक्षण संस्थान/ केन्द्र अथवा राजकीय संस्थानों आदि के सहयोग से खण्ड स्तर पर कार्यशालाओं एवं जागरूकता शिविरों के आयोजन के साथ जिला स्तर पर अधिकतम 2 सप्ताह के उद्यमिता विकास प्रशिक्षण कार्यक्रमों का संचालन किया जाएगा।

कार्यक्रमों की रूपरेखा, स्वरूप एवं संचालन के संबंध में आयुक्त, उद्योग एवं वाणिज्य विभाग द्वारा विस्तृत दिशानिर्देश जारी करते हुए बजट की व्यवस्था सुनिश्चित की जाएगी।

5.2 प्रशिक्षण

प्रतिष्ठित केन्द्रीय/राजकीय संस्थानों यथा- भामाशाह टेक्नो हब, सीपेट, एफडीडीआई, सीएलआरआई, सीएफटीआरआई, नेशनल इंस्टीट्यूट ऑफ एमएसएमई, ईडीआई, निफ्ट, आईआईसीडी आदि में स्टार्टअप सुविधा सहित आवासीय प्रशिक्षण की व्यवस्था की

जाएगी। प्रशिक्षण उपरान्त प्रशिक्षणार्थियों को रोजगार/स्वरोजगार हेतु पूर्ण सहयोग एवं मार्गदर्शन प्रदान किया जाएगा।

इस संबंध में आयुक्त, उद्योग एवं वाणिज्य विभाग द्वारा विस्तृत दिशानिर्देश जारी करते हुए बजट की व्यवस्था सुनिश्चित की जाएगी।

### 5.3 इन्क्यूबेशन सेंटर की स्थापना-

DICCI/CII आदि के सहयोग से एमएसएमई सेक्टर के विभिन्न ट्रेड/उत्पादों के संबंध में पूर्णकालिक प्रशिक्षण प्रदान करने हेतु इन्क्यूबेशन सेंटर की स्थापना की जाएगी। इन्क्यूबेशन सेंटर में उद्यम स्थापना से पूर्व समस्त आवश्यक जानकारी, प्रोजेक्ट का चयन, प्रोजेक्ट रिपोर्ट तैयार करना, उद्यम स्थापित करने हेतु आधुनिक मशीनों पर प्रायोगिक प्रशिक्षण, तकनीकी एवं दक्षता संवर्धन, उद्यम स्थापना हेतु वित्त का प्रबंध, उद्यम के संचालन, उत्पादों की मार्केटिंग, वित्तीय लेन-देन के स्वरूप एवं प्रक्रिया, वित्तीय लेखा का संधारण आदि के संबंध में पूर्णकालिक आवासीय प्रशिक्षण प्रदान किया जाएगा।

इन्क्यूबेशन सेंटर की स्थापना हेतु सहयोगी संस्थाओं का चयन एवं सहभागिता का निर्धारण, भूमि की व्यवस्था, इन्क्यूबेशन सेंटर के स्वरूप एवं संचालन हेतु अपेक्षित मानदण्डों के निर्धारण सहित विस्तृत परियोजना रिपोर्ट तैयार की जाएगी। उद्योग विभाग में सक्षम स्तर पर स्वीकृति उपरान्त अपेक्षित विस्तृत दिशानिर्देश एवं बजट की व्यवस्था सुनिश्चित की जाएगी।

### 5.4 भूमि की व्यवस्था एवं अन्य परिलाभ-

- (i) रीको के औद्योगिक क्षेत्रों में अनुसूचित जाति/जनजाति वर्ग के उद्यमियों को भूमि आवंटन हेतु वर्तमान में संचालित नीलामी की व्यवस्था के स्थान पर आवंटन हेतु आरक्षित दर के आधार पर भूखण्ड आवंटित किये जाएंगे।
- (ii) इन वर्गों के उद्यमियों को आवंटित होने वाले भूखण्डों की निर्धारित सीमा 2000 वर्गमीटर से बढ़ाकर 4000 वर्गमीटर तक होगी।
- (iii) इन वर्गों के उद्यमियों को वर्तमान में भूखण्ड आवंटन में देय आरक्षण की सीमा 5 प्रतिशत से बढ़ाकर 6 प्रतिशत होगी।
- (iv) भूमि आवंटन की देय राशि की किश्तों पर ब्याज में पूर्ण छूट दी जाएगी।
- (v) इस योजना के अंतर्गत स्थापित किये जा रहे चयनित उद्योगों में रीको/राजस्थान वेन्चर केपिटल फंड (RIICO/Rajasthan Venture Capital Fund)

की 10 प्रतिशत भागीदारी अधिकतम 25 लाख रुपये प्रति इकाई किये जाने के विकल्प का प्रावधान किया जाएगा। यह एक अभिनव पहल है, जिससे इस वर्ग के लोगों को निवेश करने में सक्षम बनाया जा सके। इस प्रकार की Partnership से उन्हें तकनीकी एवं विभिन्न स्वीकृतियां प्राप्त करने में सहयोग मिलेगा।

(vi) राज्य सरकार द्वारा विभिन्न योजनाओं में प्रदत्त सहायता/सुविधाओं सहित इन वर्गों के उद्यमियों को राजस्थान निवेश प्रोत्साहन योजना, 2019 में पहले से उपलब्ध सुविधाओं सहित निम्नांकित अतिरिक्त परिलाभ/सुविधाएं दी जाएगी-

- (a) विभिन्न थ्रस्ट सेक्टर्स में निर्धारित न्यूनतम निवेश की सीमा को घटाकर 50 प्रतिशत किया जाएगा।
- (b) 100 प्रतिशत SGST पुनर्भरण 7 साल के लिए किया जायेगा।
- (c) भूमि रूपांतरण शुल्क में 100 प्रतिशत रियायत प्रदान की जाएगी।
- (d) जमीन खरीद, लीज एवं ऋण दस्तावेजों पर स्टाम्प ड्यूटी में 100 प्रतिशत छूट, जिसमें प्रारम्भ में 75 प्रतिशत स्टाम्प ड्यूटी की छूट तथा वाणिज्यिक उत्पादन प्रारम्भ होने पर पात्र औद्योगिक इकाईयों द्वारा जमा कराई गई 25 प्रतिशत स्टाम्प ड्यूटी का पुनर्भरण किया जाएगा।
- (e) योजनांतर्गत अनुदान सब्सिडी की अधिकतम सीमा क्लॉज-11 के अंतर्गत EFCI (पात्र निवेश) का 200 प्रतिशत होगी।
- (f) यदि योजना के किसी अन्य क्लॉज के अंतर्गत ब्याज अनुदान या पूंजी अनुदान का लाभ नहीं लिया गया है तो निम्नानुसार लाभ देय होगा:-
  - I. प्लांट एवं मशीनरी या इक्विपमेंट्स में निवेश हेतु वित्तीय संस्थानों या राज्य वित्तीय संस्थान या आरबीआई द्वारा मान्यता प्राप्त बैंक से उद्यम द्वारा लिये गए सावधि ऋण पर 5 प्रतिशत ब्याज अनुदान 5 वर्ष तक, अधिकतम सीमा 25 लाख रु. प्रतिवर्ष।

अथवा

- II. प्लांट एवं मशीनरी या इक्विपमेंट्स में निवेश पर 15 प्रतिशत पूंजी अनुदान, अधिकतम 2 करोड़ रुपये।



## 6. ऋण सुविधा-

### 6.1 परिभाषाएँ

- (i) उद्यम: उद्यम से तात्पर्य विनिर्माण, सेवा एवं व्यापार से संबंधित गतिविधियों से संबंधित उद्यम से है।
- (ii) वित्तीय संस्थान: वित्तीय संस्थान से तात्पर्य भारतीय रिजर्व बैंक से अनुज्ञा पत्र प्राप्त अनुसूचित वाणिज्यिक बैंक/सीजीटीएमएसई अंतर्गत सदस्य वित्तीय संस्थान से है।
- (iii) विस्तार/विविधीकरण/आधुनिकीकरण: विस्तार/विविधीकरण/आधुनिकीकरण से तात्पर्य वर्तमान उद्यम के स्थाई पूँजी निवेश में ऋण के माध्यम से न्यूनतम 20 प्रतिशत वृद्धि कर उद्यम का विस्तार/विविधीकरण/आधुनिकीकरण करना है।
- (iv) परियोजना लागत: परियोजना लागत से तात्पर्य प्रोजेक्ट की सम्पूर्ण राशि जिसमें ऋणी का अंशदान, मार्जिन मनी सहायता तथा ऋण राशि सम्मिलित है।
- (v) अंशदान: अंशदान से तात्पर्य परियोजना में ऋणी की सहभागिता राशि से है।
- (vi) ऋण: ऋण से तात्पर्य सावधि ऋण अथवा सावधि ऋण एवं कार्यशील पूँजी का योग है। ऋण में सावधि ऋण व कार्यशील पूँजी का अनुपात योजना के प्रावधानानुसार होगा।
- (vii) सीजीटीएमएसई शुल्क: सीजीटीएमएसई शुल्क से तात्पर्य सिडबी द्वारा संचालित सीजीटीएमएसई अन्तर्गत ऋण गारन्टी हेतु निर्धारित शुल्क से है।

### 6.2 ऋणदात्री बैंक/वित्तीय संस्थान

- सिडबी द्वारा संचालित सीजीटीएमएसई के अंतर्गत सभी सदस्य बैंक।
- राष्ट्रीयकृत वाणिज्यिक बैंक।
- भारतीय रिजर्व बैंक द्वारा प्राधिकृत निजी क्षेत्र के अनुसूचित वाणिज्यिक बैंक तथा अनुसूचित स्मॉल फाइनेंस बैंक।
- क्षेत्रीय ग्रामीण बैंक।
- राजस्थान वित्त निगम।
- सीजीटीएमएसई अंतर्गत निर्धारित अधिकतम ऋण सीमा तक के प्रोजेक्ट्स सीजीटीएमएसई गारन्टी कवर में सम्मिलित हो सकेंगे, निर्धारित सीमा से अधिक ऋण राशि के प्रोजेक्ट्स में रिजर्व बैंक ऑफ इंडिया के दिशानिर्देशों के अनुसार बैंक/वित्तीय संस्थान ऋण प्रदान करेंगे।

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### 6.3 परियोजना लागत

- विनिर्माण उद्यम- अधिकतम परियोजना लागत 10.00 करोड़ रुपये।
- सेवा उद्यम- अधिकतम परियोजना लागत 5.00 करोड़ रुपये।
- व्यापार क्षेत्र- अधिकतम परियोजना लागत 1.00 करोड़ रुपये।
- इन उद्यमों हेतु ऋण का स्वरूप कम्पोजिट ऋण (सावधि एवं कार्यशील पूँजी ऋण) अथवा सावधि ऋण होगा। विनिर्माण एवं सेवा उद्यमों की परियोजनाओं में कार्यशील पूँजी की सीमा कुल परियोजना लागत के अधिकतम 40 प्रतिशत तक होगी, जबकि व्यापारिक उद्यमों के मामलों में यह सीमा अधिकतम 90 प्रतिशत तक होगी। कार्यशील पूँजी घटक में कार्यशील पूँजी सावधि ऋण (WCTL) एवं कैश क्रेडिट लिमिट ही मान्य होगी। बैंकों/वित्तीय संस्थानों द्वारा प्रचलित ब्याज दरों पर ऋण उपलब्ध कराया जाएगा। ऋण की आर्थिक व्यवहार्यता का निर्धारण संबंधित वित्तीय संस्थान द्वारा किया जाएगा, इस संबंध में विवाद की स्थिति होने पर संबंधित वित्तीय संस्थान के सक्षम स्तर पर निर्णय लिया जा सकेगा।

### 6.4 अंशदान एवं ऋण सीमा-

विनिर्माण उद्यम:- न्यूनतम अंशदान 10 प्रतिशत एवं अधिकतम ऋण 90 प्रतिशत

सेवा उद्यम:- न्यूनतम अंशदान 10 प्रतिशत एवं अधिकतम ऋण 90 प्रतिशत

व्यापार क्षेत्र:- न्यूनतम अंशदान 15 प्रतिशत एवं अधिकतम ऋण 85 प्रतिशत

### 6.5 ऋण की अवधि एवं अदायगी अवधि में छूट -

ऋण की समयावधि 3 से 7 वर्ष तक होगी। योजनान्तर्गत ब्याज अनुदान 5 वर्ष तक ही देय होगा। वित्तीय संस्थान द्वारा ऋण अदायगी में अधिकतम 6 माह की अवधि की शिथिलता प्रदान की जा सकेगी, जो उद्यम की प्रकृति/लाभप्रदता एवं ऋणी की पुनर्भुगतान क्षमता के आधार पर वित्तीय संस्थानों द्वारा निश्चित की जा सकेगी। ऋण अदायगी की शिथिलता अवधि में भी ब्याज राशि के नियमित भुगतान पर योजनान्तर्गत ब्याज अनुदान देय होगा।

### 6.6 राजकीय सहायता-

#### 6.6.1 सीजीटीएमएसई अंतर्गत गारन्टी फीस

सिडबी द्वारा संचालित सीजीटीएमएसई (क्रेडिट गारन्टी ट्रस्ट फंड फॉर माइक्रो स्मॉल एन्टरप्राइजेज) अंतर्गत गारन्टी फीस का भुगतान राज्य सरकार द्वारा वहन किया

जाएगा। इस संबंध में लाभार्थियों की अनुमानित संख्या एवं ऋण राशि को दृष्टिगत रखते हुए राज्य सरकार द्वारा सिडबी को एकमुश्त अग्रिम भुगतान किया जाएगा, सिडबी द्वारा लाभार्थीवार वार्षिक व्यौरा एवं उपयोगिता प्रमाण पत्र आयुक्त, उद्योग एवं वाणिज्य विभाग को प्रेषित किया जाएगा।

#### 6.6.2 मार्जिन मनी अनुदान

परियोजना लागत की 25 प्रतिशत अथवा 25 लाख रुपये, जो भी कम हो, मार्जिन मनी अनुदान राशि होगी। वित्तीय संस्थान द्वारा मार्जिन मनी अनुदान राशि के समतुल्य अथवा अधिक राशि का आवेदक को ऋण भुगतान किए जाने पर देय होगी। मार्जिन मनी अनुदान की राशि संबंधित वित्तीय संस्थान में शॉर्ट टर्म डिपोजिट के रूप में जमा रहेगी, जिस पर राज्य सरकार को न तो ब्याज राशि का भुगतान किया जाएगा और न ही इस राशि के समतुल्य ऋण राशि पर संबंधित ऋणी से ब्याज वसूल किया जाएगा।

प्रोजेक्ट की स्थापना हेतु ऋण वितरण उपरान्त तीन वर्ष तक उद्यम संचालित करने एवं ऋणी के डिफाल्टर नहीं होने पर विभागीय जाँच उपरान्त समायोजन आदेश जारी करने पर तदनुसार मार्जिन मनी अनुदान की राशि ऋणी के खाते में समायोजित कर दी जाएगी। उद्यमी द्वारा 3 वर्ष तक उद्यम संचालित नहीं किये जाने की स्थिति में समस्त मार्जिन मनी राशि बैंक द्वारा उद्योग विभाग को बिना ब्याज के लौटा दी जावेगी।

केन्द्र/राज्य सरकार की किसी भी योजना में मार्जिन मनी सहायता प्राप्त कर रहे आवेदक इस योजना के अंतर्गत मार्जिन मनी सहायता के लिए पात्र नहीं होगा किन्तु आवेदक केन्द्र/राज्य सरकार द्वारा उद्यमों के प्रोत्साहन हेतु संचालित अन्य योजनाओं में नियमानुसार पात्र होंगे।

#### 6.6.3 ब्याज अनुदान

ऋण सीमा	ब्याज अनुदान
25 लाख रु. से कम	9 प्रतिशत
25 लाख से 5 करोड़ रु. तक	7 प्रतिशत
5 करोड़ से 10 करोड़ रु. तक	6 प्रतिशत

ब्याज अनुदान की राशि किसी भी दशा में ऋणी द्वारा ऋण के पेटे चुकाई गई ब्याज की राशि से अधिक नहीं होगी। केन्द्र/राज्य सरकार की किसी भी योजना में ब्याज

अनुदान सुविधा प्राप्त कर रहे आवेदक इस योजना के अंतर्गत पात्र नहीं होंगे किन्तु आवेदक केन्द्र/राज्य सरकार द्वारा उद्यमों के प्रोत्साहन हेतु संचालित अन्य योजनाओं में नियमानुसार पात्र होंगे।

ऋणी द्वारा ऋण के पेटे ब्याज राशि का भुगतान किए जाने पर पुनर्भरण के रूप में त्रैमासिक आधार पर ऑनलाईन सहायता प्रदान की जाएगी।

नोट: विस्तार/विविधीकरण/आधुनिकीकरण के मामलों में विस्तारित प्रोजेक्ट हेतु लिए गए अतिरिक्त कम्पोजिट ऋण अथवा अतिरिक्त सावधि ऋण एवं कार्यशील पूँजी पर ही उपरोक्त सहायता/सुविधाएं उपलब्ध होंगी।

#### 6.7 ऋण गारन्टी/सम्पार्श्वक प्रतिभूति:

रिजर्व बैंक ऑफ इंडिया के दिशानिर्देशानुसार 10 लाख रु. तक के ऋण पर सम्पार्श्वक प्रतिभूति की माँग नहीं की जाएगी।

सिडबी द्वारा संचालित सीजीटीएमएसई में नियमानुसार पात्र प्रोजेक्ट्स में गारन्टी कवर उपलब्ध होगा, अन्य प्रोजेक्ट्स में सम्पार्श्वक प्रतिभूति की माँग संबंधित ऋणदात्री बैंक नियमानुसार कर सकेंगे।

#### 6.8 क्रियान्वयन एवं मॉनिटरिंग:

योजनान्तर्गत आवेदन पत्र के प्रारूप का निर्धारण, अपेक्षित औपचारिकताओं की पूर्ति, आवेदन प्रक्रिया, सीजीटीएमएसई अंतर्गत गारन्टी फीस, मार्जिन मनी सहायता एवं ब्याज अनुदान वितरण के संबंध में पीडी खाता खोलने सहित अपेक्षित समस्त कार्यवाही एवं विस्तृत दिशानिर्देश आयुक्त, उद्योग एवं वाणिज्य के कार्यालय द्वारा जारी किए जाएंगे।

#### 6.9 क्रियान्वयन एजेंसी:

योजना का क्रियान्वयन उद्योग एवं वाणिज्य विभाग द्वारा किया जावेगा। योजनान्तर्गत प्राप्त आवेदन पत्र संबंधित जिला उद्योग एवं वाणिज्य केन्द्रों द्वारा बैंकों/वित्तीय संस्थानों को अग्रेषित किये जावेंगे। जिला स्तर पर योजना का क्रियान्वयन संबंधित जिला उद्योग एवं वाणिज्य केन्द्रों द्वारा किया जायेगा।

कार्यालय आयुक्त, उद्योग एवं वाणिज्य राज्य स्तर पर योजना की मोनेटरिंग एवं पर्यवेक्षण के लिये उत्तरदायी होगा।

#### 6.10 योजना में परिवर्तन/संशोधन:

योजना में परिवर्तन एवं संशोधन हेतु उद्योग एवं वाणिज्य विभाग (एमएसएमई) सक्षम होगा। योजना के क्रियान्वयन हेतु दिशानिर्देश जारी करने एवं समय-समय पर आवश्यकतानुसार मार्गदर्शन प्रदान करने के लिए आयुक्त, उद्योग एवं वाणिज्य विभाग सक्षम होंगे।

#### 6.11 आवेदन प्रक्रिया एवं योजना का क्रियान्वयन:

6.11.1 योजना में आवेदन ऑनलाइन प्रस्तुत करना होगा, जिसकी प्रक्रिया योजना के क्रियान्वयन हेतु निर्धारित मार्गदर्शिका के अनुसार होगी। आवेदन की प्रक्रिया को सुगम्य बनाने हेतु प्रत्येक माह निर्धारित तिथि को शिविर आयोजित कर आवेदकों को योजना एवं ऑनलाइन आवेदन करने की जानकारी उपलब्ध करायी जावेगी। इन शिविरों में विशेषज्ञों को भी आमंत्रित कर परियोजना प्रतिवेदन तैयार करने में सहयोग लिया जा सकेगा।

6.11.2 योजनान्तर्गत क्रेडिट गारन्टी ट्रस्ट फंड में पंजीयन व वार्षिक सेवा शुल्क का भुगतान करने हेतु भारतीय लघु उद्योग विकास बैंक के साथ करार निष्पादित किया जाएगा। इस हेतु निजी निक्षेप खाते के माध्यम से सिडबी में वार्षिक लक्ष्यों के सापेक्ष अनुमानित एकमुश्त राशि जमा कराई जाएगी। योजनान्तर्गत ऋणदात्री संस्था से आवेदन प्राप्त होते ही भारतीय लघु उद्योग विकास बैंक द्वारा ऋण गारन्टी हेतु जमा राशि में से गारन्टी कवर जारी किया जा सकेगा।

6.11.3 ऋणदात्री वित्तीय संस्थान द्वारा ऋण स्वीकृति उपरान्त मार्जिन मनी अनुदान राशि के समतुल्य अथवा अधिक राशि की प्रथम किश्त का भुगतान किए जाने पर विभाग द्वारा संबंधित वित्तीय संस्थान को निजी निक्षेप खाते के माध्यम से मार्जिन मनी अनुदान राशि ऑनलाइन अंतरित की जा सकेगी।

6.11.4 योजनान्तर्गत सीजीटीएमएसई गारन्टी फीस, मार्जिन मनी एवं ब्याज अनुदान भुगतान प्रक्रिया को सरलीकृत व पूर्णतः कम्प्यूटर आधारित किया जावेगा। इस हेतु संबंधित वित्तीय संस्थानों/बैंकों से करार कर ऑनलाइन क्लेम प्राप्त करने तथा ऑनलाइन भुगतान करने और आवश्यक लेखे तैयार करने हेतु वेबपोर्टल तैयार किया जावेगा।

- 6.11.5 योजना के सुचारु संचालन हेतु संबंधित बैंक/वित्तीय संस्थानों को मार्जिन मनी राशि व ब्याज अनुदान राशि के त्वरित भुगतान हेतु निजी निक्षेप खाता खोला जावेगा, इसके अंतर्गत स्कीम आधारित खाते के माध्यम से समस्त प्रकार के भुगतान किए जाएंगे।
- 6.11.6 उद्देश्य के अनुरूप ऋण का समुचित उपयोग एवं मॉनिटरिंग सुनिश्चित करने के लिये कार्यालय के अधिकारियों या स्वतंत्र बाहरी एजेंसी से आवश्यक वैल्यूएशन या सत्यापन कराया जा सकेगा।
- 6.11.7 ऋण आवेदक को आवेदन के तुरंत पश्चात् समय समय पर उसके आवेदन के सम्बन्ध में हुये स्थिति परिवर्तन यथा आक्षेप, साक्षात्कार तिथि, बैंक को आवेदन अयोजन तिथि, बैंक द्वारा ऋण स्वीकृति तिथि, ऋण वितरण तिथि, अनुदान क्लेम की प्राप्ति व उनके निस्तारण के सम्बन्ध में समय समय पर एस.एम.एस./मेल पर पोर्टल द्वारा सूचित किये जाने की व्यवस्था की जावेगी। इस फॉलोअप से उद्यमी अपने सुझाव और समस्या से अधिकारियों को अवगत करा सकेंगे।
- 6.11.8 भारतीय लघु उद्योग विकास बैंक को CGTMSE की राशि तथा मार्जिन मनी राशि व ब्याज अनुदान के भुगतान हेतु मुख्यालय स्तर पर एक प्रकोष्ठ गठित किया जाएगा, जिसमें विभागीय अधिकारी के साथ लेखा शाखा का अधिकारी (सहायक लेखाधिकारी II) एवं कम्प्यूटर में दक्ष लिपिकीय कार्मिक होगा।
- 6.11.9 प्रत्येक जिले में जिला उद्योग एवं वाणिज्य केन्द्र व रुडसेट/आरसेटी संस्थानों के सहयोग से उद्यमिता विकास कार्यक्रम, जागरूकता शिविरों में अपेक्षित ओरिएंटेशन, मॉनिटरिंग एवं इन्क्यूबेशन के साथ आवेदक को ऋण पश्चात् मॉनिटरिंग व फॉलोअप की सुविधा विकसित की जावेगी, जिसके लिये प्रत्येक जिला उद्योग एवं वाणिज्य केन्द्र को एकमुश्त राशि उपलब्ध करायी जा सकेगी। योजना के प्रभावी क्रियान्वयन हेतु प्रचार प्रसार, प्रशिक्षण, प्रभावी मॉनिटरिंग, वेब पोर्टल का निर्माण एवं संचालन, प्रशिक्षण, इन्टरनेट सहित कम्प्यूटर एवं आवेदकों को हैंड होल्डिंग सपोर्ट हेतु विशेषज्ञ की सेवाओं सहित समस्त अपेक्षित गतिविधियों के संचालन हेतु प्रति वर्ष प्रावधित बजट में से अधिकतम 5 प्रतिशत राशि आयुक्त, उद्योग एवं वाणिज्य के निर्देशानुसार व्यय की जा सकेगी।

6.12 निर्बन्धन एवं शर्तें:

- 6.12.1 योजनान्तर्गत स्वीकृत एवं वितरित ऋण राशि का उपयोग उसी कार्य हेतु किया जा सकेगा, जिसके लिये ऋण स्वीकृत किया गया है।

- 6.12.2 CGTMSE पंजीयन शुल्क एवं वार्षिक सेवा शुल्क की राशि भारतीय लघु उद्योग विकास बैंक के द्वारा आवेदन स्वीकार कर लिये जाने पर ही देय होगी।
- 6.12.3 मार्जिनमनी राशि का भुगतान ऋण दात्री संस्थान द्वारा ऋण की प्रथम किश्त जारी करने पर ही किया जावेगा जो बैंक में ऋणी के नाम से शॉर्ट टर्म डिपोजिट के रूप में जमा रहेगी, जिस पर राज्य सरकार को न तो ब्याज राशि का भुगतान किया जाएगा और न ही इस राशि के समतुल्य ऋण राशि पर संबंधित ऋणी से ब्याज वसूल किया जाएगा।
- 6.12.4 प्रोजेक्ट की स्थापना हेतु ऋण वितरण उपरान्त तीन वर्ष तक उद्यम संचालित करने एवं ऋणी के डिफाल्टर नहीं होने पर विभागीय जाँच उपरान्त समायोजन आदेश जारी करने पर तदनुसार मार्जिन मनी अनुदान की राशि ऋणी के खाते में समायोजित कर दी जाएगी। उपक्रम के 3 वर्ष पूर्व बन्द होने की स्थिति में बैंक द्वारा मार्जिन मनी राशि उद्योग विभाग को लौटानी होगी।
- 6.12.5 ब्याज अनुदान सहायता, उद्यमी द्वारा ऋण के समय पर पुनर्भुगतान करने पर ऋण वितरण की प्रथम तिथि से पाँच वर्ष तक देय होगी। इस हेतु ऋणदात्री वित्तीय संस्था को मांग पत्र के साथ इस आशय का प्रमाण पत्र प्रस्तुत करना होगा कि ऋणी ऋण अदायगी का दोषी नहीं रहा है व परियोजना निरंतर कार्यरत है।
- 6.12.6 ऋण खाता गैर निष्पादित श्रेणी में आने के बाद उद्यमी द्वारा कालांतर में नियमित कर दिए जाने पर उक्त अवधि का ब्याज अनुदान भी ऋण स्वीकृति आदेश की शर्तों के अध्याधीन देय होगा।
- 6.13 इस योजना में किसी भी बिंदु की व्याख्या, योजना क्रियान्वयन एवं मूल्यांकन के अधिकार आयुक्त, उद्योग एवं वाणिज्य, राजस्थान सरकार में निहित होंगे।
- 6.14 योजना के क्रियान्वयन की मार्गदर्शिका :-

डॉ. भीमराव अम्बेडकर राजस्थान दलित, आदिवासी उद्यम प्रोत्साहन योजना, 2022 के प्रशासनिक क्रियान्वयन हेतु निम्नानुसार दिशानिर्देश निर्धारित किये जाते हैं:

- 6.14.1 आवेदन पत्रों की छानबीन हेतु टास्कफोर्स समिति:

योजनान्तर्गत 10 लाख रु. तक की परियोजना हेतु ऋण आवेदन पत्र महाप्रबंधक, जिला उद्योग एवं वाणिज्य केन्द्र द्वारा प्राधिकृत अधिकारी द्वारा पात्रता की जांच कर स्वयं के स्तर से बैंक को अग्रहित किये जा सकेंगे, उक्त प्रक्रिया में जिस आवेदक का



आवेदन निरस्त किया जावेगा, वह उसके पुनरीक्षण हेतु महाप्रबंधक, जिला उद्योग एवं वाणिज्य केन्द्र को आवेदन कर सकेगा, जिसमें महाप्रबंधक, जिला उद्योग केन्द्र आवेदक की सुनवाई कर यथोचित निर्णय लेंगे, प्रकरण में उनका निर्णय अंतिम होगा।

6.14.2 योजनान्तर्गत 10 लाख रु. से अधिक लागत की परियोजनाओं हेतु ऋण आवेदन पत्रों की छानबीन हेतु एक जिला स्तरीय टास्कफोर्स समिति का गठन किया जाता है, जिसमें निम्नानुसार सदस्य होंगे:

(i)	महाप्रबंधक, जिला उद्योग एवं वाणिज्य केन्द्र	अध्यक्ष
(ii)	जिले के अग्रणी बैंक के अग्रणी जिला प्रबंधक या अग्रणी बैंक का प्रतिनिधि	सदस्य
(iii)	जिले के क्षेत्रीय ग्रामीण बैंक का प्रतिनिधि	सदस्य
(iv)	स्थानीय राजकीय अभियांत्रिकी महाविद्यालय/ पॉलीटेक्निक/ आई.टी.आई के प्रतिनिधि	तकनीकी सदस्य
(v)	जिला रोजगार अधिकारी अथवा प्रतिनिधि	सदस्य
(vi)	समाज कल्याण एवं अधिकारिता विभाग के वरिष्ठतम जिला स्तरीय अधिकारी	सदस्य
(vii)	महाप्रबंधक, जि.उ.के. द्वारा मनोनीत विभागीय प्रतिनिधि	सदस्य सचिव

(नोट: उक्त समिति में बैंक के एक प्रतिनिधि सहित न्यूनतम 4 सदस्यों का कोरम होना आवश्यक है।)

टास्क फोर्स समिति की बैठक माह में कम से कम एक बार अनिवार्य रूप से आयोजित की जायेगी।

उक्त टास्क फोर्स समिति साक्षात्कार के माध्यम से आवेदकों की प्रस्तावित उद्यम के संबंध में शैक्षणिक व तकनीकी योग्यता, पैतृक/अनुभव से प्राप्त ज्ञान, उद्यम में आवेदक की रुचि, आवेदक की उद्यमिता योग्यता, उद्यम की सफलता की संभावना, बाजार संभावना, ऋण अदायगी के प्रति आवेदक की ईमानदारी आदि का आकलन आदि के आधार पर योग्य/पात्र लाभार्थियों का चयन करेगी। टास्क फोर्स समिति द्वारा चयन होने पर आवेदक का आवेदन पत्र ऋणदात्री वित्तीय संस्थान शाखा को अग्रेषित किया जायेगा।

#### 6.14.3 विशेष वर्गों/उद्यमों को वरीयता :-

योजना के अन्तर्गत आवेदकों के चयन में निम्नलिखित वर्गों को विशेष वरीयता दी जाएगी :-

- (i) ऐसे संस्थागत आवेदक, जो दीर्घकाल से सफल स्वयं सहायता समूह के रूप में कार्यरत हैं अथवा वे उत्पादन के एक स्तर या कौशल को प्राप्त कर चुके हैं अथवा समूहों के समूह के रूप में व्यवसायिक/आर्थिक गतिविधि चलाना या विस्तार करना चाहते हैं।
- (ii) ऐसे आवेदक, जो राज्य के द्वारा मान्यता प्राप्त तकनीकी/उद्यमिता संस्थान से प्रशिक्षित हैं।
- (iii) ऐसे आवेदक, जो दिव्यांग की श्रेणी में आते हैं।
- (iv) ऐसे अनेक श्रमिक हैं, जो किसी उद्यम में लम्बे समय तक कार्य करते रहने के कारण वे उस उद्यम के संचालन में निपुण हो चुके हैं, ऐसे श्रमिकों या उनके समूहों को भी विशेष वरीयता प्रदान की जा सकती है।
- (v) ऐसे आवेदक, जो वस्त्र बुनाई के कार्य हेतु बुनकर कार्ड धारक या हस्तशिल्प में आर्टीजन कार्ड धारक हैं।
- (vi) ऐसे आवेदक, जो किसी ऐसे नवाचार या अनुसंधान को क्रियान्वित करना चाहते हों, जो भविष्य की दृष्टि से अत्यन्त उपयोगी हो।
- (vii) ऐसे आवेदक, जिनकी कार्य योजना में निर्यात संवर्द्धन की विपुल संभावना हो।
- (viii) ऐसे आवेदक, जिनकी प्रस्तावित परियोजना से रोजगार व कौशल दोनों क्षेत्रों में वृद्धि संभावित हो, जैसे - रेडिमेड वस्त्र निर्माण, डिजाइन इत्यादि।
- (ix) ऐसे आवेदक, जो सिलिकोसिस कारक/प्रभावित उद्यमों के स्वास्थ्य एवं पर्यावरण अनुकूल आधुनिकीकरण हेतु निवेश करना चाहते हैं।

नोट :- योजना के समुचित क्रियान्वयन हेतु आयुक्त उद्योग एवं वाणिज्य इनके लिए एक निश्चित टाईम मैट्रिक्स निर्धारित करने में सक्षम होंगे।

#### 6.14.4 संस्थागत आवेदकों हेतु पात्रता शर्तें :-

संस्थागत आवेदकों (निर्धारित स्वयं सहायता समूह एवं सोसायटी) हेतु निम्नानुसार अतिरिक्त पात्रता शर्तें होगी :-

- (i) स्वयं सहायता समूह राज्य सरकार के किसी विभाग के दिशा निर्देश/नियम/विनियम/योजना के अन्तर्गत गठित होना चाहिए।

- (ii) स्वयं सहायता समूह के सभी सदस्य राजस्थान राज्य के निवासी एवं अनुसूचित जाति या जनजाति परिवार से संबंधित होने चाहिए।
- (iii) स्वयं सहायता समूह को राज्य सरकार के किसी विभाग या वित्तीय संस्थान द्वारा तत्समय डिफाल्टर घोषित नहीं किया गया हो।
- (iv) स्वयं सहायता समूह के गठन को कम से कम 6 माह हो गया हो तथा गठन के एक वर्ष की अवधि के उपरान्त भी न्यूनतम एक वर्ष तक सक्रिय रूप से संचालित होना चाहिए। इस अवधि में बचत, पारस्परिक लेन-देन, ऋण इत्यादि का पर्याप्त रिकार्ड संधारित होना चाहिए।
- (v) स्वयं सहायता समूह से संबंधित समस्त सूचनाएं राज्य सरकार के पोर्टल पर उपलब्ध होनी चाहिए।
- (vi) सहकारी विभाग से पंजीकृत संस्था या सहकारी समिति, जिनके लेखों का नियमित अंकेक्षण हो रहा हो एवं उत्पादन गतिविधि में सम्मिलित हो, भी योजनान्तर्गत ऋण हेतु पात्र मानी जाएगी, बशर्ते सहकारी समिति/संस्था के सभी प्रमोटर राजस्थान के निवासी हों और अनुसूचित जाति/जनजाति वर्ग के प्रमोटर का 51 प्रतिशत अथवा अधिक स्वामित्व हो।
- (vii) योजनान्तर्गत कंपनी पंजीयक के यहाँ पंजीकृत (प्राइवेट लि./उत्पादक संघ के रूप में पंजीकृत) कंपनियां भी ऋण हेतु पात्र होंगी बशर्ते कंपनी के सभी प्रमोटर राजस्थान के निवासी हों और अनुसूचित जाति/जनजाति वर्ग के प्रमोटर का 51 प्रतिशत अथवा अधिक स्वामित्व हो।
- (viii) योजनान्तर्गत राजस्थान राज्य में रजिस्ट्रार ऑफ फर्म के यहाँ पंजीकृत भागीदारी फर्म भी ऋण हेतु पात्र होंगी बशर्ते फर्म के सभी भागीदार राजस्थान राज्य के निवासी हों और अनुसूचित जाति/जनजाति वर्ग के प्रमोटर का 51 प्रतिशत अथवा अधिक स्वामित्व हो।

#### 6.14.5 आवेदन पत्र का मूल्यांकन

आवेदन पत्र के एक भाग के रूप में आवेदक से अन्य जानकारी के साथ ही परियोजना प्रतिवेदन हेतु जानकारी मांगी जावेगी। उक्त जानकारी के आधार पर पोर्टल पर एक परियोजना प्रतिवेदन स्वतः तैयार हो जावेगा, यही नहीं यह परियोजना का विश्लेषण कर निम्न बिन्दुओं के सम्बन्ध में परिणाम भी तुरन्त उपलब्ध करा देगा:

1. बिक्री पर वार्षिक लाभ का प्रतिशत,
2. निवेश पर लाभ का प्रतिशत,

3

3. उधार सेवा अनुपात DSCR
4. ब्रेक इवन बिन्दु

सामान्यतः 1.76 से कम DSCR और/या 40 से अधिक BEP आने पर पोर्टल स्वतः परियोजना के व्यवहार्य नहीं होने की जानकारी दे देगा।

व्यवहार्य प्रकरण बैंक को अग्रेषित किये जाने पर बैंक प्रस्तावित बिक्री संभावना बिक्री/सेवा लागत के सत्यापन पश्चात आवेदन पर तुरन्त कार्यवाही कर सकेगा।

#### 6.15 वार्षिक लक्ष्यों का निर्धारण एवं प्रगति की समीक्षा

योजना की परिचालन अवधि में प्रति वर्ष उद्योग विभाग द्वारा योजनान्तर्गत जिलेवार वार्षिक लक्ष्यों का निर्धारण किया जायेगा। योजना के प्रभावी क्रियान्वयन हेतु योजना के व्यापक प्रचार-प्रसार, जागरूकता शिविरों का आयोजन, अपेक्षित भौतिक संसाधनों की व्यवस्था करते हुए आईटी आधारित सेवा के माध्यम से लक्षित वर्ग को लाभान्वित किया जायेगा। जिला स्तर पर जिला स्तरीय बैंकिंग समिति तथा राज्य स्तर पर राज्य स्तरीय बैंकिंग समिति की बैठकों में योजना की प्रगति की समीक्षा सुनिश्चित की जायेगी।

राज्यपाल की आज्ञा से,

(कैसरलाल मीना)

संयुक्त शासन सचिव

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है:-

1. प्रमुख सचिव, माननीय मुख्यमंत्री महोदय, राजस्थान, जयपुर।
2. विशिष्ट सहायक, माननीय उद्योग मंत्री महोदय, राजस्थान, जयपुर।
3. निजी सचिव, मुख्य सचिव महोदय, राजस्थान, जयपुर।
4. अतिरिक्त मुख्य सचिव, उद्योग एवं वाणिज्य विभाग, राजस्थान, जयपुर।
5. प्रमुख शासन सचिव, वित्त विभाग, राजस्थान, जयपुर।
6. प्रमुख शासन सचिव, आयोजना विभाग, राजस्थान, जयपुर।
7. आयुक्त, उद्योग एवं वाणिज्य विभाग, राजस्थान, जयपुर।
8. आयुक्त, सूचना एवं जनसंपर्क विभाग, राजस्थान, जयपुर।
9. संभागीय आयुक्त (समस्त) राजस्थान।
10. जिला कलेक्टर, (समस्त) राजस्थान।

11. निदेशक, प्रिंटिंग एवं स्टेशनरी, राजस्थान, जयपुर को भेजकर निवेदन है कि अधीक्षक, राजकीय केन्द्रीय मुद्रणालय, जयपुर को असाधारण राजपत्र में अधिसूचना के प्रकाशन हेतु निर्देशित करें।
12. वितीय सलाहकार, उद्योग एवं वाणिज्य विभाग।
13. महाप्रबंधक, जिला उद्योग एवं वाणिज्य केन्द्र, समस्त, राजस्थान।
14. रक्षित पत्रावली।

संयुक्त शासन सचिव