

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ
विकास निगम
(उत्तराखण्ड सरकार का उपक्रम)



सूचना का अधिकार अधिनियम, 2005

“विभागीय मैनुअल”

संगठन, उद्देश्य एवं कार्यक्रम

प्रशासनिक विभाग: अल्पसंख्यक कल्याण, उत्तराखण्ड शासन

अल्पसंख्यक भवन, शहीद भगत सिंह कालोनी, अधोईवाला, देहरादून

टेली/फैक्स-0135-2788723

Website: www.alpsankhyak.org.in

Email- alpsankhyak1@gmail.com, alpsankhyak13@gmail.com

सूचना का अधिकार अधिनियम 2005

अनुक्रमणिका

क्र०सं०	मैनुअल	विवरण	पृष्ठ संख्या
भाग-1			
1	मैनुअल-1	अपने संगठन की विशिष्टियां, कृत्य और कर्तव्य	03-13
2	मैनुअल-1-अ	अधिकारों का विकेन्द्रीकरण	14
3	मैनुअल-1-ब	अनुदान संख्या 15 में अल्पसंख्यकों के आर्थिक विकास हेतु संचालित योजनाएं	15
4	मैनुअल-1-स	भारत के संविधान के 73वें संशोधन के आधार पर योजनाओं के क्रियान्वयन में वित्तीय अधिकारों का प्रतिनिधायन	16
5	मैनुअल-2	अपने अधिकारियों एवं कर्मचारियों की शक्तियां और कर्तव्य	17-19
6	मैनुअल-3	विनिश्चय करने की प्रक्रिया में पालन की जाने वाली प्रक्रिया जिसमें पर्यवेक्षण और उत्तरदायित्व के माध्यम सम्मिलित हैं।	20
7	मैनुअल-4	अपने कृत्यों के निर्वहन के लिये स्वयं द्वारा स्थापित मापमान।	21
8	मैनुअल-5	अपने द्वारा या अपने नियंत्रणाधीन धारित या अपने कर्मचारियों द्वारा अपने कृत्यों के निर्वहन के लिये प्रयोग किये गये नियम, विनियम, अनुदेश निर्देशिका और अभिलेख।	22-31
9	मैनुअल-6	ऐजे दस्तावेजों जो उसके द्वारा धारित या उसमें नियंत्रणाधीन है प्रवर्गों का विवरण।	32-95
		सेवा नियमावली	96117
10	मैनुअल-7	किसी व्यवस्था की विशिष्टियां, जो उसकी नीति संरचना या उसके कार्यान्वयन के सम्बन्ध में जनता के सदस्यों से परामर्श के लिये या उनके द्वारा अभ्यावेदन के लिये विद्यमान है।	118
11	मैनुअल-8	ऐसे बोर्डों, परिषदों, समितियों और अन्य निकायों के, जिनमें दो या अधिक व्यक्ति हैं, जिनका उसके भागरूप में या इस बारे में सलाह देने के प्रयोजन के लिये गठन किया गया है और इस बारे में कि क्या उन बोर्डों, परिषदों, समितियों और अन्य निकायों की बैठकें जनता के लिये खुली होंगी या ऐसी बैठकों के कार्यवृत्त तक जनता की पहुंच होगी, विवरण।	119-120
12	मैनुअल-9	अपने अधिकारियों और कर्मचारियों की निर्देशिका।	121
13	मैनुअल-10	अपने प्रत्येक अधिकारी और कर्मचारी द्वारा प्राप्त मासिक परिश्रमिक जिसके अन्तर्गत प्रतिकर प्रणाली भी है, जो उसके विनियमों में यथाउपबंधित है।	122
14	मैनुअल-11	सभी योजनाओं, प्रस्तावित व्ययों और किये गये सवितरण पर रिपोर्टों की विशिष्टियां उपदर्शित करते हुये अपने प्रत्येक अभिकरण को आवंटित बजट।	123-138
15	मैनुअल-12	सहायिकी कार्यक्रमों के निष्पादन की रीति जिसमें आवंटित राशि और ऐसे कार्यक्रमों के फायदाग्राहियों के ब्यौरे सम्मिलित हैं।	139
16	मैनुअल-13	अपने द्वारा अनुदत्त रियायतों, अनुज्ञापत्रों तथा प्राधिकारों के प्राप्तिकर्ताओं की विशिष्टियां।	140
17	मैनुअल-14	किसी इलैक्ट्रॉनिक रूप में सूचना के सम्बन्ध में ब्यौरे, जो उसको उपलब्ध हो या उसके द्वारा धारित हो।	141
18	मैनुअल-15	सूचना अभिप्राप्त करने के लिये नागरिकों को उपलब्ध सुविधाओं की विशिष्टियां, जिनमें किसी पुस्तकालय या वाचन कक्ष के, यदि लोक उपयोग के लिये अनुरक्षित है, तो	142

		कार्यकरण घंटे सम्मिलित हैं।	
19	मैनुअल-16	लोक सूचना अधिकारियों के नाम, पदनाम और अन्य विशिष्टियां	143-145
20	मैनुअल-17	ऐसी अन्य सूचनाएं जो विहित की जाएं।	146

भाग-1
मैनुअल-1
संगठन की विशिष्टियां, कृत्य और कर्तव्य

गठन-

दिनांक 06 जनवरी 2005 में प्रदेश में निवासरत अल्पसंख्यकों (मुस्लिम, सिख, ईसाई, बौद्ध, पारसी एवं जैन) के आर्थिक एवं सामाजिक विकास की योजनाओं को और प्रभावी ढंग से क्रियान्वित करने के लिये उत्तराखण्ड शासन ने समाज कल्याण विभाग (वर्तमान में अल्पसंख्यक कल्याण विभाग) के अधीन उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम का गठन कम्पनी अधिनियम की धारा 25 के तहत पृथक से किया गया है। गठन के समय निगम की अधिकृत अंशपूंजी रू0 5.00 करोड़ निर्धारित की गयी थी जिसे समय-समय पर बढ़ाकर उत्तराखण्ड शासन द्वारा 10.00 करोड़ किया गया है। जिसके सापेक्ष निगम की वित्तीय वर्ष 2022-23 तक चुकता अंशपूंजी रू0 10.00 करोड़ है। निगम पूर्णतः राज्य सरकार का उपक्रम में जिसमें शत प्रतिशत अंशपूंजी राज्य सरकार द्वारा ही प्रदान की जा रही है।

उद्देश्य-

निगम के गठन का मुख्य उद्देश्य अल्पसंख्यकों आर्थिक उत्थान हेतु राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम से सस्ती ब्याज दर पर ऋण प्राप्त करना, स्वयं की अंशपूंजी से ऋण उपलब्ध कराना तथा बैंकों के माध्यम से स्वरोजगार हेतु ऋण सुविधा प्रदान करना है। निगम के सुदृढीकरण के लिये अल्पसंख्यक कल्याण मंत्रालय भारत सरकार द्वारा भी अभी तक रू0 24.45 लाख का अनुदान प्रदान किया गया। निगम राज्य सरकार से पोषित अल्पसंख्यक स्वरोजगार योजना, मुख्यमंत्री हुनर योजना, मौलाना आजाद ब्याजमुक्त शिक्षा ऋण योजना एवं मुख्यमंत्री अल्पसंख्यक कर्मचारी व्यक्तिगत ऋण योजनान्तर्गत रियायती ब्याज दरों पर ऋण/अनुदान उपलब्ध कराता है।

विभागीय संरचना-

नवगठित राज्य में उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के अस्तित्व में आ जाने के बाद निगम द्वारा संचालित विभिन्न योजनाओं के क्रियान्वयन हेतु निगम का मुख्यालय स्तरीय प्रशासनिक ढांचा शासनादेश संख्या-1145(1)/XVII(1)-3/2005-07(36)/2004 दिनांक 23 जुलाई 2005 के द्वारा निम्न प्रकार स्वीकृत किया गया। सम्बन्धित शासनादेश एनेक्सर"1" पर अवलोकनार्थ संलग्न है।

क्र0सं0	पदनाम	स्वीकृत पद	वेतनमान
1	प्रबन्ध निदेशक	01	आई.ए.एस. संवर्ग
2	महाप्रबन्धक	01	10000-15200
3	उपमहाप्रबन्धक	01	8000-13500
4	लेखाकार	01	5000-8000
5	आशुलिपिक	02	5000-8000
6	वरिष्ठ लिपिक	02	4000-6000
7	कनिष्ठ लिपिक	03	3050-4590
	योग	11	

वाहन चालक के तीन, चतुर्थ श्रेणी के पांच तथा चौकी दार का एक पद कुल नौ पद उत्तराखण्ड पूर्व सैनिक कल्याण निगम लि.,(उपसुल) के माध्यम से संविदा पर रखने का प्राविधान किया गया। सफाई कर्मचारी की तैनाती आउटसोर्सिंग के माध्यम से कराए जाने का प्राविधान किया गया।

निगम मुख्यालय की स्थापना एवं ढांचा स्वीकृत हो जाने के पश्चात अब तक कार्यरत प्रबन्ध निदेशकों एवं महाप्रबन्धकों के कार्यकाल का विवरण निम्नवत है :-

कार्यरत प्रबन्ध निदेशक का विवरण।				
क्र०सं०	नाम	पदनाम	कब से	कब तक
1	सर्व श्री मदन सिंह, आई.ए.एस.	प्रबन्ध निदेशक	4.1.2005	27.5.2005
2	श्रीमती राधा रतूडी, आई.ए.एस.	प्रबन्ध निदेशक	27.5.2005	4.6.2005
3	श्री मदन सिंह, आई.ए.एस.	प्रबन्ध निदेशक	4.6.2005	31.7.2006
4	श्रीमती राधा रतूडी, आई.ए.एस.	प्रबन्ध निदेशक	31.7.2006	21.8.2006
5	श्री हरिश्चन्द्र जोशी, आई.ए.एस.	प्रबन्ध निदेशक	21.8.2006	4.10.2006
6	श्रीमती विनीता कुमार, आई.ए.एस.	प्रबन्ध निदेशक	4.10.2006	23.6.2008
7	श्रीमती मनीषा पंवार, आई.ए.एस.	प्रबन्ध निदेशक	23.6.2008	09.04.2010
8	श्री एस०के० मुद्दू आई.ए.एस.	प्रबन्ध निदेशक	09.04.2010	13.09.2010
9	श्रीमती विनीता कुमार, आई.ए.एस.	प्रबन्ध निदेशक	13.09.2010	28.02.2011
10	श्री एम० एच० खान, आई.ए.एस.	प्रबन्ध निदेशक	01.03.2011	19.09.2011
11	श्री एस० राजू, आई.ए.एस.	प्रबन्ध निदेशक	19.09.2011	15.04.2012
12	श्री एम० एच० खान, आई.ए.एस.	प्रबन्ध निदेशक	16.04.2012	07.06.2013
13	श्री अजय कुमार प्रद्योत, आई.टी.डी.एस.	प्रबन्ध निदेशक	07.06.2013	21.07.2014
14	श्री मौहम्मद शाहिद, आई.ए.एस.	प्रबन्ध निदेशक	21.07.2014	11.08.2015
15	श्री विजय चन्द्र कौशल, पी.सी.एस.	प्रबन्ध निदेशक	28.08.2015	31.12.2016
16	श्री धीरेन्द्र दताल	प्रबन्ध निदेशक	05.01.2017	23.08.2019
17	श्री सुरेश चन्द्र जोशी	प्रबन्ध निदेशक	24.08.2019	01.12.2021
18	श्री राजेन्द्र कुमार, पी.सी.एस.	प्रबन्ध निदेशक	03.12.2021	24.08.2022
	श्री राजेन्द्र कुमार, आई.ए.एस.	प्रबन्ध निदेशक	25.08.2022	वर्तमान तक

कार्यरत महाप्रबन्धकों का विवरण।				
क्र०सं०	का नाम	पदनाम	कब से	कब तक
01	श्री एम० सी० ठाकुर	महाप्रबन्धक	06.01.2005	08.09.2005
02	श्री सैयद राहत अली	महाप्रबन्धक	08.09.2005	14.11.2007
03	श्री चन्द्रलाल	महाप्रबन्धक	14.11.2007	01.02.2018
04	श्री सत्ये सिंह रावत	महाप्रबन्धक	21.04.2018	30.04.2020
05	श्री योगेन्द्र रावत	महाप्रबन्धक	06.05.2020	08.12.2022
06	डॉ० शाहिद समी सिद्दीकी	महाप्रबन्धक	09.12.2022	वर्तमान तक

निगम की योजनाओं के जनपद स्तर पर क्रियान्वयन के लिये राज्य सरकार द्वारा जनपद स्तरीय कोई पृथक से ढांचा स्वीकृत नहीं किया गया वरन् शासनादेश संख्या-1145(1)/XVII(1)-3/2005-07(36)/2004 दिनांक 23 जुलाई 2005 यह प्राविधान किया गया कि उत्तराखण्ड बहुउद्देशीय वित्त एवं विकास निगम अधिष्ठान के जनपद स्तर के कार्मिकों द्वारा ही उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के योजनाओं का क्रियान्वयन किया जाएगा। जिला समाज कल्याण अधिकारी निगम के पदेन जिला प्रबन्धक एवं बहुउद्देशीय वित्त विकास निगम के सहायक प्रबन्धक अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के भी

सहायक प्रबन्धक होंगे। तत्पश्चात शासनादेश संख्या-709 (1)/XVII-3/2016-22(ब0अ0)/2012 TC दिनांक 01 अगस्त 2016 एनेक्सर"2" के द्वारा अल्पसंख्यक बाहुल्य 04 जनपदों देहरादून/हरिद्वार/ऊधमसिंहनगर/नैनीताल के जिला अल्पसंख्यक कल्याण अधिकारियों को निगम का पदेन जिला प्रबन्धक नामित किया गया है एवं अन्य जनपदों में निगम का कार्य पूर्व की भांति सम्पादित किया जाये के सम्बन्ध में निर्देश जारी किये गये हैं।

वर्ष 2020 में निगम के समस्त जनपद स्तरीय कार्यालयों में उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम द्वारा समय-समय पर वितरित ऋणों की वसूली एवं कार्यालय के कार्यों हेतु निदेशक मण्डल/शासन के निर्देशानुसार एक-एक बहुदेशीय लिपिक भी आउटसोर्स (उपनल) के माध्यम से नियोजित किये गये हैं।

निदेशक मण्डल

निदेशक मण्डल-

निगम के मैमोरेण्डम आफ एसोसिएशन मैमोरेण्डम आफ आर्टिकल के अनुच्छेद 84 के अनुसार निगम के गठन के समय कम से कम तीन एवं अधिक से अधिक बारह निदेशकों का प्राविधान रखा गया है। वर्तमान में निदेशकों का विवरण इस प्रकार है :-

1	मा0 मुख्यमंत्री, उत्तराखण्ड सरकार	अध्यक्ष
2-	प्रमुख सचिव/सचिव, अल्पसंख्यक कल्याण, उत्तराखण्ड शासन	निदेशक
3-	प्रमुख सचिव/सचिव, मा0 मुख्यमंत्री, उत्तराखण्ड शासन	निदेशक
4-	प्रमुख सचिव/सचिव, वित्त, उत्तराखण्ड शासन	निदेशक
5-	प्रमुख सचिव/सचिव, उद्योग, उत्तराखण्ड शासन	निदेशक
6-	प्रमुख सचिव/सचिव, परिवहन, उत्तराखण्ड शासन	निदेशक
7-	अपर सचिव, समाज कल्याण, उत्तराखण्ड शासन	निदेशक
8-	अपर सचिव, अल्पसंख्यक कल्याण, उत्तराखण्ड शासन	निदेशक
9-	अपर सचिव, वित्त, उत्तराखण्ड शासन	निदेशक
10-	उप सचिव, सामाजिक न्याय एवं अधिकारिता, मंत्रालय भारत सरकार	निदेशक
11-	महाप्रबन्धक (नाबार्ड) क्षेत्रीय कार्यालय, देहरादून	निदेशक
12-	सहायक महाप्रबन्धक, राज्य स्तरीय बैंकर्स कमेटी, देहरादून	निदेशक
13-	प्रबन्ध निदेशक, राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम, नई दिल्ली	निदेशक
14-	प्रबन्ध निदेशक उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम, देहरादून	निदेशक

राज्य चैनेलाईजिंग एजेन्सी के रूप में उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम को राज्य सरकार द्वारा प्रदान की गई गारन्टी

निगम के गठन के उपरान्त निगम को भारत सरकार एवं राज्य सरकार से प्राप्त धनराशि द्वारा योजनाओं के संचालन के अतिरिक्त राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम द्वारा वित्त पोषित योजनाओं के क्रियान्वयन के लिये ही उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम को राज्य सरकार द्वारा राज्य चैनेलाईजिंग एजेन्सी (एस0सी0ए0) नामित करते हुए राष्ट्रीय अल्पसंख्यक निगम से रियायती ब्याज दर पर ऋण लेने हेतु रू0 5 करोड़ की स्टेट गारंटी राज्य सरकार द्वारा शासनादेश संख्या 87/XVII(1)-3/2006-43 (स.स.क.)/05/2006 1 फरवरी 2006 द्वारा प्रदान की गई है।

उक्त निगम से सम्बन्धित निष्पादित गारन्टी अभिलेख एनेक्सर“द” पर अवलोकनार्थ संलग्न है।

DEED OF STATE GOVERNMENT GUARANTEE

THIS DEED OF GUARANTEE executed at Dehradun. This Wednesday, 01 Feb 2006 the president of India/ the Governor of the State/U.T of Uttaranchal (hereinafter referred to as "The Governor" which expression shall, unless it be repugnant to the subject or context thereof, include its successors in office.)

IN FAVOUR OF

NATIONAL MINORITIES DEVELOPMENT AND FINANCE CORPORATION

Hereinafter referred to as "NMDFC", a government undertaking. Incorporated under Section 25 of the Companies Act, 1956 having its registered office at 1, Taimoor Nager, opp. D-996 New Friends Colony, New Delhi-110065, hereinafter referred to as "the NMDFC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.

WHEREAS:

- 1- The Uttranchal Alp Sankhyak Kalyan Tatha Waqf Vikas Nigam, Street no. 1, H.No.1 Vasant vihar Enclave Dehradun. (Name and Address of the Channelizing Agency) (Hereinafter referred to as the "Channelizing Agency") intends to undertake various projects for the benefit of members of minorities in the State/UT of Uttaranchal.
- 2- The channelizing agency intends to obtain from the NMDFC loans/margin money assistance or any other financial assistance which NMDFC may agree to sanction from time to time to Rs. Five Crores (hereinafter referred to as the "said loans") for implementation of the project (s), embodied in the loan agreement already executed between NMDFC and the Channelizing Agency on 1 feb 2006 (Date of LA) for the said loans. Hereinafter referred to as " the Loan Agreement".
- 3- NMDFC will sanction loan to the Channelizing Agency for each scheme/project after proper appraisal of project/ scheme and requirements of funds therefore on such terms and conditions as may be stipulated by NMDFC with the overall limit of Rs. Five Crores hereinbefore mentioned and each loan is to be treated separately in so far as the schedule of repayment of principal and payment of interest/service charges and maintenance of account both by NMDFC and the Channelizing agency are concerned.
- 4- NMDFC has stipulated in the said loan agreement that the repayment of the principal of the loan agreement that the repayment of the principal of the loan sanctioned by NMDFC to the channelizing agency for each project/scheme together with interest/service charges/commitment charges at the rate stipulated therein within the overall limits or Rs. Five Crores

(5,00,00,000.00) hereinbefore mentioned be guaranteed by the Guarantor in the manner hereinafter appearing.

- 5- The guarantor has now at the request of the Channelizing Agency agreed to furnish such guarantee in favour of the NMDFC as hereinafter mentioned.

NOW IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

- I. That to enable the channelizing agency to obtain NMDFC the said loans on the terms and conditions contained in the loan agreement for implementing the scheme(s)/project(s) and in consideration of the aforesaid premises. The guarantor hereby fully unconditionally and irrevocably guarantee to the NMDFC the due repayment by the channelizing agency to the NMDFC of each loan sanctioned by NMDFC for the projects/schemes mentioned in the said loan hereinabove mentioned and the due payment of interest by the installment/instalment(s) thereof as shall become due and payable in respect of that loan and in the event of the Channelizing Agency's failure to repay that loan or any part or parts thereof and/or to pay any interest/ service charges/ commitment charges that will become due, and payable and remain due and unpaid by the channelizing agency to the NMDFC the guarantor shall on demand by NMDFC pay the same to the NMDFC.
- II. That NMDFC shall give intimation to the guarantor of the sanction of each loan to the channelizing agency and the terms and condition thereof as accepted by the channelizing agency, and on such intimation it shall from the part of the said loan agreement.
- III. That the guarantee hereby given shall be a continuing guarantee for all amounts advanced and or to be advanced by NMDFC to the channelizing agency from time to time the extent and upto the limit of the amount agreed to be advanced under the aforesaid loan agreement together with the interest/service charges/ commitment charges at the stipulated rate and costs. Charges and other monies payable to NMDFC by the channelizing agency and shall not be time or times hereafter of any sum or sums of money for the time being due under the aforesaid loan agreement or any of them by way of principal or interest but shall extend to cover and be as security for all future sums at any time or times due thereafter under the said loan agreement AND this guarantee shall continue until all the dues of the NMDFC under the said loan agreement have been paid in full or otherwise fully discharged by guarantor to the satisfaction of the NMDFC irrespective of any part payment or payments.

- IV. That the Guarantor do hereby consent to the NMDFC making any variance that it may think fit in any of the terms of the said loan agreement at any time here in after and agrees that such variance shall not in any way affect the liability or the guarantor under the guarantee hereby given.
- V. That any neglect or the forbearance of the NMDFC enforcing the payment or repayment to it of the loans or any installment/installments thereof or interest /service charges/ commitment charges thereon under the said loan agreement, payment or repayment whereof is intended to be hereby secured or giving of time by NMDFC for the payment or repayment thereof shall not in any way release the guarantor of his liability under the guarantee hereinbefore contained.
- VI. The guarantor hereby agrees and declares that the NMDFC will not be bound or compelled to take any proceeding whatsoever or realization of any of the dues of the NMDFC from or against the channelizing agency under and in pursuance of the guarantee hereby given so that the guarantor shall be liable and bound to pay all such dues to the NMDFC as shall be or become due and payable by the channelizing agency as if the guarantor were the principal debtor notwithstanding that no proceedings whatsoever shall have been taken by the NMDFC against the channelizing agency for recovery enforcement or realization of any such dues.
- VII. That any amount intimate by the NMDFC as outstanding against the channelizing agency in respect of any from advanced for the project(s) or in interest of all the project (s)/scheme(s) under the said loan agreement shall be conclusive and binding against the guarantor and shall not be questioned by the guarantor.
- VIII. That in the event of default in the payment of any installments of principal and for interest/service charges/commitment charges or breach of any of the terms condition of any loan by the channelizing agency the NMDFC may without prejudice tot its other rights recall loan or all the outstanding loans under the said loan agreement and in the event of failure on the part of the channelizing agency to make.
- IX. Payment as required by the NMDFC, the guarantor shall pay forthwith the amount as and when demanded by the NMDFC.
- X. The guarantor do hereby declare that the guarantee hereby given by the guarantor is within the limits fixed/no limits has been fixed by the legislature of the state of Uttaranchal under Article 293(1) of the constitution of India.
- XI. The stamps duty if any, payable on this Deed of Guarantee as to be bound by the state government the Guarantor herein.

IN WITNESS WHEREOF the within named guarantor has caused these presents to be executed by the hand of (1) Shri Madan Singh (2) Shri Syed Rahat Ali (Name & Designation) it's authorized official on the day month and year first here in above written.

SIGNED AND DELIVERED

For and on behalf of the)
Governor of the State)
Of Uttaranchal))
by hand of

For and on behalf of the
Governor of the State of
Uttaranchal

Shri.....)
.....)
(Name and Designation)

It's Authorized official)

Name and Designation

- 1.
- 2.

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम द्वारा संचालित योजनाओं का विवरण एवं विभाग के कार्यकलाप

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के गठन, मुख्यालय स्तरीय संरचनात्मक ढांचे की स्वीकृति, निदेशक मण्डल का गठन एवं राष्ट्रीय अल्पसंख्यक विकास तथा वित्त निगम से धनराशि प्राप्त करने हेतु चैनेलाइजिंग एजेन्सी के रूप में नामित होने के बाद निगम को कम्पनी रजिस्ट्रार, उत्तर प्रदेश एवं उत्तराखण्ड, कानपुर के द्वारा सर्टिफिकेट आफ इनकॉर्पोरेशन प्रदान किया गया ।



प्रारूप आई० आर०

Form I. R.

निगमन का प्रमाण पत्र

CERTIFICATE OF INCORPORATION

ता०..... का सं०.....

No. U.9.199QUR.2005NPL029402 of.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....

..... कम्पनी अधिनियम
१९५६ (१९५६ का १) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that...UTTARANCHAL ALP SANKHYAK KALYAN
TATHA WAKF VIKAS NIGAM

.....section 25 of.....is
this day incorporated under the companies act, 1956 (No. 1 of 1956) and that
company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at...Kanpur.....this...6th.....day
of...January.....Two thousand Five



(HAR LAL) 96/1/05
कम्पनी रजिस्ट्रार

उ० प्र० एवं उत्तरांचल कानपुर

Registrar of Companies

U. P. & UTTARANCHAL, KANPUR

राज्य निगम की योजनायें

- 1. अल्पसंख्यक स्वरोजगार योजना :-** इस योजना के अन्तर्गत निगम द्वारा रू0 0.20 लाख से रू0 10.00 लाख तक की योजना बैंक के माध्यम से संचालित की जाती है। जिसमें योजना का 60 प्रतिशत बैंक ऋण, 25 प्रतिशत अनुदान एवं 15 प्रतिशत लाभार्थी अंश सम्मिलित होता है। समस्त योजना का चयन जिला स्तर पर चयन समिति के माध्यम से किया जाता है। योजना का लाभ लेने हेतु हेतु पात्र अभ्यर्थी की उम्र 18 वर्ष से 55 वर्ष के मध्य होनी चाहिये, वार्षिक आय रू0 2,50,000.00 होनी चाहिये। निगम द्वारा दिये जाने वाले अनुदान की राशि बैंक इन्डेड होती है।
- 2. मुख्यमंत्री हुनर योजना :-** इस योजना के अन्तर्गत अल्पसंख्यक समुदाय के पात्र अभ्यर्थियों को विभिन्न रोजगारपरक ट्रेडों में स्वयंसेवी संस्थाओं के माध्यम से प्रशिक्षण प्रदान किये जाते हैं। लाभार्थी की आयु 18-45 वर्ष हो, प्रार्थी उत्तराखण्ड का स्थायी निवासी हो, प्रशिक्षार्थी की शैक्षिक योग्यता पारम्परिक प्रशिक्षण हेतु कम से कम पांचवीं/साक्षर होना चाहिये। प्रार्थी की शिक्षा राजकीय स्कूलों से हुई हो अथवा मदरसों से दोनों मान्य होगी। जबकि सूचना प्रौद्योगिकी के व्यवसायों के प्रशिक्षण हेतु शैक्षिक योग्यता कम से कम हाईस्कूल उत्तीर्ण होना चाहिये। प्रार्थी की परिवार की वार्षिक आय ग्रामीण क्षेत्र में रू0 3,50,000 एवं शहरी क्षेत्र में रू0 4,50,000 तक होनी चाहिये।
- 3. मौलाना आजाद एजुकेशन फाईनेन्स फाउन्डेशन योजना:-** इस योजना के अन्तर्गत उत्तराखण्ड राज्य के अल्पसंख्यक समुदाय की छात्र/छात्राओं को तकनीकी, व्यवसायिक एवं मेडिकल शिक्षा हेतु ब्याजमुक्त ऋण रू0 5.00 लाख तक दिये जाने का प्राविधान है। जिसकी वापसी सेवा नियोजित होने या शिक्षा पूर्ण होने के 6 माह के उपरान्त से अगले तीन वर्षों में की जायेगी। पात्र अभ्यर्थी 12वीं उत्तीर्ण हो, आयु सीमा 18-35 वर्ष के मध्य हो, तथा परिवार की वार्षिक आय रू0 2.50 लाख से अधिक न हो।
- 4. मुख्यमंत्री अल्पसंख्यक कर्मचारी व्यक्तिगत ऋण योजना :-** इस योजना के अन्तर्गत राज्य के सरकारी विभागों/निगमों/बोर्डों में अल्पसंख्यक समुदाय के नियमित सरकारी कर्मचारियों एवं अल्पसंख्यक कल्याण निदेशालय के अधीनस्थ अधिष्ठानों में कार्यरत नियमित कर्मचारियों को अधिकतम रू0 5.00 लाख का व्यक्तिगतगत ऋण दिये जाने का प्राविधान है। जिसमें 90 प्रतिशत टर्मलोन 8 प्रतिशत वार्षिक ब्याज दर पर एवं 10 प्रतिशत लाभार्थी अंश सम्मिलित है।

राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम की योजनाएं

- 1. सावधिक ऋण योजना (टर्मलोन योजना) :-** अल्पसंख्यक समुदाय के ऐसे व्यक्ति जिनकी वार्षिक आय शहरी क्षेत्र में रू0 1,20,000 तथा ग्रामीण क्षेत्र में रू0 98,000 हो, हेतु सावधिक ऋण योजना के अन्तर्गत रू0 20.00 लाख तक की परियोजना लागत पर विचार किया जाता है। परियोजना लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है। राष्ट्रीय निगम के ऋणांशपर ब्याज की दर 6 प्रतिशत और राज्य निगम के द्वारा दिये जाने वाले ऋणांशकी ब्याज दर 7 प्रतिशत है।
- 2. शिक्षा ऋण योजना :-** अल्पसंख्यक समुदाय के ऐसे पात्र अभ्यर्थी जिनके परिवार की वार्षिक आय शहरी क्षेत्र में रू0 1,20,000 तथा ग्रामीण क्षेत्र में रू0 98,000 हो, को राष्ट्रीय निगम के माध्यम से विभिन्न व्यवसायिक शिक्षा हेतु 3 प्रतिशत वार्षिक ब्याज दर पर ऋण उपलब्ध कराता है। जिसमें प्रति वर्ष रू0 3,00,000/- या अलग-अलग कोर्स की दर से व 5 वर्ष की व्यवसायिक शिक्षा हेतु अधिक से अधिक रू0 15,00,000 लाख तक का ऋण उपलब्ध कराता जाता है। स्वीकृत ऋण लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है।
- 3. महिला समृद्धि योजना :-** अल्पसंख्यक समुदाय के पात्र महिला/पुरुषों को उनकी दक्षता बढ़ाने हेतु कौशलवृद्धि प्रशिक्षण प्रदान किये जाते हैं। योजना के अन्तर्गत स्थानीय प्रतिष्ठित प्रशिक्षण संस्थान के माध्यम से व्यवसायिक प्रशिक्षण कार्यक्रम का

आयोजन किया जाता है। इस प्रशिक्षण की अवधि 6 माह से एक वर्ष तक होती है। अनुदान के रूप में ₹0 2000.00 प्रति प्रशिक्षार्थी प्रशिक्षण शुल्क (90 प्रतिशत व्यय राष्ट्रीय निगम तथा 10 प्रतिशत राज्य निगम द्वारा) निर्धारित है तथा प्रति प्रशिक्षार्थी ₹0 1,000/- प्रति माह राष्ट्रीय निगम द्वारा छात्रवृत्ति दी जाती है। प्रशिक्षण संस्थाओं के प्रस्ताव राज्य के माध्यम से स्वीकृति उपरान्त राष्ट्रीय निगम को प्रेषित किये जाते हैं। प्रशिक्षण दायी संस्थाओं से न्यूनतम 70 प्रतिशत प्लेसमेन्ट की शर्त निर्धारित है।

4. **लघु ऋण योजना :-** राष्ट्रीय निगम इस योजना में चयनित और प्रमाणित स्वयंसेवी संस्थाओं तथा स्वयं सहायता समूह के माध्यम से अल्पसंख्यक वर्ग के ग्रामीण तथा शहरी क्षेत्र के गरीबों में गरीब लोगों को लघु वित्त ऋण उपलब्ध कराया जाता है। इसमें पहले लाभार्थी को स्वयं सहायता समूह गठित करना पड़ता है और प्रभावी बचत की नियति डालनी पड़ती है। लघु ऋण योजना के अर्न्तगत प्रत्येक लाभार्थी को अधिकतम ₹0 1,00,000/- तक का ऋण दिया जाता है। जिसमें परियोजना लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है।

ऋण प्राप्ति की प्रक्रिया :-

निगम की योजनाओं का संचालन जनपद स्तर पर जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक, उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के द्वारा किया जाता है। ऋण प्राप्ति हेतु इच्छुक अल्पसंख्यक समुदाय के पात्र अभ्यर्थी जनपदीय कार्यालय में निर्धारित प्रारूप पर आवेदन पत्र प्रस्तुत करेगा। जिला प्रबन्धक ऐसे समस्त अभ्यर्थियों के साक्षात्कार के उपरान्त सम्बन्धित जनपद को आवंटित लक्ष्य के अनुरूप पात्र एवं उपयुक्त अभ्यर्थियों का चयन कर सूची निगम मुख्यालय को प्रेषित करते हुए धनराशि की मांग करेगा। बैंकबल योजना में चयनित अभ्यर्थियों के आवेदन पत्र ऋण स्वीकृत हेतु बैंकों को प्रेषित किया जायेगा। बैंक की स्वीकृति के उपरान्त राज्य निगम द्वारा देय अनुदान की मांग निगम मुख्यालय से करेगा।

योजनाओं की निर्देशात्मक सूची

कृषि खंड :-

ट्यूबवैल के साथ पम्प सैट, मशरूम की खेती, पावर टिलर, मुर्गी पालन, जैसमीन की खेती, बैलगाड़ी डेरी यूनिट (गाय एवं भैंस पालन) आदि।

हस्तकला खण्ड :-

नाई की दुकान, सूती बुनाई, हैण्डलूम सिल्क बुनाई बढई गिरी, लाण्डी यूनिट (धोबी), लकड़ी की नक्काशी, कढ़ाई का कार्य आदि।

लघु व्यापार खण्ड :-

बेकरी शॉप, बुक बाइडिंग, साईकिल/रिक्शा रिपेयर, केबल/टी0वी0/डिश एन्टीना इलैक्ट्रिक/मैनुअल टाइप राइटर, फुटवीयर शॉप, फ्रूट/वेजीटेबल वेन्डर (मोबाइल) जूस एंड कोल्ड कार्नर, पान शॉप, फोटो कॉपी सेन्टर, रेक्सीन वर्क्स, जनरल स्टोर, स्टेशनरी स्टोर, स्वीट/नमकीन शॉप, टायर रिपेयरिंग शॉप, चूड़ी की दुकान, बुक शॉप, ढाबा यूनिट, इलैक्ट्रॉनिक/ इलैक्ट्रिक शॉप, फास्ट फूड रेस्टोरैन्ट, फ्रूट एंड वेजीटेबल शॉप, मीट शॉप, पेस्टीसाइड फर्टीलाइजर, बीज शॉप, रेडीमेट गारमेन्ट्स, लघु व्यापार, स्माल रेस्ट्रों, एस.टी.डी./आई.एस.डी.पी.सी.ओ., टी शॉप, हार्डवेयर स्टोर आदि।

तकनीकी व्यापार खण्ड :-

विज्ञापन एजन्सी, आर्क वेल्डिंग, ओडियो/विडियो सर्विसिंग, ऑटो इलैक्ट्रिक वर्कशॉप बाबूई/जूट शॉप (रस्सी) मैनुफैक्चरिंग, एल्युमिनियम फेब्रिकेशन, आर्किटेक्ट कन्सलटैन्सी, ऑटो रिपेयर दुपहियां वाहन आदि।

परिवहन खण्ड :-

ऑटो रिक्शा डीजल, कार टैक्सी/मारुती वैन, माल भाड़ा ऑटो रिक्शा पेट्रोल ऑटो रिक्शा पेट्रोल, जीप टैक्सी, साईकिल रिक्शा आदि।

नोट : उपरोक्त योजनाएं सांकेतिक मात्र हैं। अन्य रोजगार परक योजनाओं हेतु भी ऋण सुविधा दी जा सकती है।

मैनुअल-1 (अ)
अधिकारों का विकेंद्रीकरण

निगम मुख्यालय के निर्देशानुसार सभी योजनाओं के अन्तर्गत लाभ प्राप्त करने के लिये चयन का अधिकार जनपद स्तर पर जिलाधिकारी अथवा मुख्य विकास अधिकारी अथवा जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक, उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम की अध्यक्षता में गठित समिति को प्रदान किया गया है। चयन समिति द्वारा चयनित लाभार्थियों को धनराशि अवमुक्त करने का अधिकार निगम मुख्यालय में प्रबन्ध निदेशक को है।

उपरोक्त वित्तीय अधिकारों के अतिरिक्त सभी योजनाओं के भौतिक एवं वित्तीय लक्ष्य जनपदीय इकाईयों को आवंटित कर दिये जाते हैं। लाभार्थियों के चयन का अधिकार जनपद स्तरीय चयन समितियों/अधिकारियों में निहित है। जनपद स्तरीय चयन समिति में मुख्य विकास अधिकारी /जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक की अध्यक्षता में निम्नलिखित अधिकारी सदस्य होंगे:-

1-	मुख्य विकास अधिकारी/ जिला अल्पसंख्यक कल्याण अधिकारी/ जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक	अध्यक्ष
2-	परियोजना निदेशक,डी0आर0डी0ए0	सदस्य
3-	सहायक प्रबन्धक	सदस्य
4-	अग्रणी जिला प्रबन्धक , लीड बैंक	सदस्य
5-	महाप्रबन्धक जिला उद्योग केन्द्र	सदस्य
5-	मुख्य विकास अधिकारी द्वारा नामित अल्प संख्यक वर्ग के दो लाभार्थी जो स्वयं स्वतः रोजगार क्षेत्र से जुड़ा हो एवं सफल उद्यमी हो	सदस्य

जिन प्रकरणों में किसी भी कारण से इस समिति द्वारा चयन हेतु निर्णय लिया जाना सम्भव नहीं होगा उसे जनपद की बृहद ऋण समिति को सन्दर्भित कर दिया जायेगा जिसका गठन निम्नवत किया गया है:-

1-	जिलाधिकारी/मुख्य विकास अधिकारी	अध्यक्ष
2-	परियोजना निदेशक,डी0आर0डी0ए0	सदस्य
3-	जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक	सदस्य
4-	सहायक प्रबन्धक	सदस्य
5-	लीड बैंक अधिकारी	सदस्य
6-	जनपद के संबंधित क्षेत्र के एम0एल0ए0 अथवा नामित प्रतिनिधि	विशेष आमंत्रित
7-	संबंधित ब्लॉक प्रमुख अथवा नामित प्रतिनिधि	विशेष आमंत्रित

जनपद स्तर पर निगम द्वारा प्राप्त बजट का आहरण -वितरण का अधिकार जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक एवं सहायक प्रबन्धक को संयुक्त रूप से है। इसी प्रकार निगम द्वारा संचालित विभिन्न कार्यक्रमों के अन्तर्गत वितरित ऋणों की वसूली का अधिकार भी जनपद स्तरीय अधिकारियों एवं कर्मचारियों को है।

मैनुअल -1(ब)
अनुदान सं० 15 में अल्पसंख्यक समुदाय के आर्थिक विकास हेतु संचालित योजनाओं का विवरण

क्र.सं.	मद का नाम	लेखाशीर्षक जिसके अन्तर्गत धनराशि प्राप्त होती है।	अनुदान संख्या
1.	अंशपूंजी	4225-04-190-02 अल्पसंख्यक वित्त एवं विकास निगम हेतु अंशपूंजी 60-निवेश	15 आयोजनागत
2	अल्पसंख्यक स्वरोजगार योजना	4250-203-02-अल्पसंख्यकों हेतु स्वरोजगार योजना 60- निवेश	15 आयोजनागत
3.	अल्पसंख्यक वित्त विकास विकास निगम हेतु प्रारम्भिक व्यय	2225-04-अल्पसंख्यकों का कल्याण-190-02-अल्पसंख्यक वित्त एवं विकास निगम को विकास कार्यों के संचालन हेतु सहायता	15 आयोजनागत
4.	मौलाना आजाद एजुकेशन फाईनेंस फाउण्डेशन	2225-04-277-04-मौलाना आजाद एजुकेशन फाईनेंस फाउण्डेशन 56-सहायक अनुदान	15 आयोजनागत
5.	राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम का इक्विटी	4225-04-190-03-राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम हेतु इक्विटी अंशदान/अंशपूंजी-60 निवेश	15 आयोजनागत
6	मुख्यमंत्री हुनर योजना	2225-04-800-06- मुख्यमंत्री हुनर योजना योजना का संचालन 56-सहायक अनुदान	15 आयोजनागत

मैनुअल -1(स)

भारत के संविधान के 73वें संशोधन के आधार पर योजनाओं के क्रियान्वयन में वित्तीय अधिकारों का प्रतिनिधायन

संविधान के 73वें संशोधन के फलस्वरूप त्रिस्तरीय पंचायतीराज व्यवस्था के अन्तर्गत निगम द्वारा संचालित सभी योजनाओं में लाभार्थियों का चयन ग्रामीण क्षेत्रों में ग्राम सभा की खुली बैठकों के माध्यम से किया जा रहा है। शहरी एवं अर्द्ध शहरी क्षेत्रों में लाभार्थियों के साक्षात्कार के आधार पर चयन किया जा रहा है। बैंकेबुंगल योजना के अन्तर्गत अथवा राष्ट्रीय वित्त एवं विकास निगमों की योजनान्तर्गत धनराशि सीधे लाभार्थी को भुगतान न कर धनराशि जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी पदेन जिला प्रबन्धक को उपलब्ध कराई जा रही है उनके द्वारा धनराशि लाभार्थियों को भुगतान की जा रही है। अनुदान प्रेषण हेतु जनपद स्तर पर सहायक प्रबन्धक एवं जिला प्रबन्धक को अधिकृत किया गया है। सभी योजनाओं के प्रचार-प्रसार हेतु सुदूर ग्रामीण अंचलों में भी जागरूकता शिविरों का आयोजन कर कराया जा रहा है। वर्तमान में सामूहिक रूप से लाभान्वित करने हेतु कोई परिसम्पत्ति का सृजन नहीं किया जा रहा है। व्यक्तिगत लाभार्थियों को ही ऋण सुविधा उपलब्ध कराई जा रही है।

अपने अधिकारियों एवं कर्मचारियों की शक्तियां और कर्तव्य

प्रबन्ध निदेशक: उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम का गठन कम्पनी अधिनियम 1956 की धारा 25 के अन्तर्गत किया गया है। निगम के मैमोरेण्डम आफ एसोसिएशन एण्ड आर्टिकल आफ एसोसिएशन के प्राविधानों के अनुसार प्रबन्ध निदेशक को निगम के प्रबन्धन के लिये पर्याप्त शक्तियां प्राप्त हैं। निगम के निदेशक मण्डल की ओर से प्रबन्ध निदेशक में निगम के वित्तीय अधिकार एवं प्रशासनिक अधिकार निहित हैं। तथा निगम के अधिकारियों एवं कर्मचारियों की वार्षिक गोपनीय प्रविष्टियां स्वीकृत करना है।

क्र०सं०	पदनाम	आवंटित कार्य
01	महाप्रबन्धक	<ol style="list-style-type: none"> 1. समस्त बैठकों में प्रतिभाग करना। 2. प्रमुख सचिव/प्रबन्ध निदेशक द्वारा सौंपे गये कार्य। 3. लोक सूचना अधिकारी के कार्य। 4. निगम मुख्यालय में कर्मचारियों द्वारा किये गये कार्यों का मूल्यांकन तथा समस्त योजनाओं का क्रियान्वयन, अनुश्रवण एवं मूल्यांकन।
02	लेखाकार/ उपमहाप्रबन्धक	<ol style="list-style-type: none"> 1. लेखा अनुभाग के समस्त कार्य। 2. बजट सम्बन्धी समस्त कार्य। 3. आडिट सम्बन्धी समस्त कार्य। 4. प्रबन्ध निदेशक/महाप्रबन्धक महोदय के निर्देशों के क्रम में समस्त योजनाओं का अनुश्रवण एवं मूल्यांकन। 5. महत्वपूर्ण डाकों को खोलना। 6. समस्त पत्रावलियां उच्च अधिकारियों को प्रस्तुत करना तथा उनके द्वारा सौंपे गये कार्यों का निर्वहन।
03	वरिष्ठ लिपिक	<ol style="list-style-type: none"> 1. सहायक लोक सूचना अधिकारी। 2. मुख्यमंत्री कर्मचारी ऋण योजना एवं कोर्ट केस, 3. स्थापना/अधिष्ठान संबन्धी कार्य एवं आउटसोर्स कर्मियों की उपस्थिति सम्बन्धी कार्य एवं जागरूकता शिविर। 4. मुसाफिरखाने संबन्धी समस्त कार्य। 5. शासन/आयोग/निदेशालय से प्राप्त शिकायती पत्रों का निस्तारण। 6. मासिक-त्रैमासिक प्रगति सूचना, वसूली सूचना, बैंक सूचना/अन्य समस्त सूचनायें तैयार करना/समस्त योजनाओं में लक्ष्यों के निर्धारण। 7. परिसम्पत्तियों/आस्तियों का बंटवारा। 8. निगम की ऋण योजनाओं के ऋण गृहिताओं को मुख्यालय स्तर से भी नोटिस प्रेषित करना। 9. पत्रावलियां उच्चाधिकारियों को प्रस्तुत करना तथा उनके द्वारा सौंपे गये कार्यों का निर्वहन।
04	कनिष्ठ लिपिक (संविदा)	<ol style="list-style-type: none"> 1. लेखानुभाग के समस्त कार्यों में लेखाकार/उपमहाप्रबन्धक की सहायता करना। 2. टैली में लेखों का रखरखाव करना। 3. लेखाकार के निर्देशानुसार भुगतान संबन्धी पत्रावलियां तैयार करना। 4. निदेशक मण्डल/वार्षिक सामान्य बैठक सम्बन्धी कार्यों में कम्पनी सचिव/रिटेनर की सहायता करना। 5. मुख्यमंत्री हुनर योजना के समस्त कार्य।

		<ol style="list-style-type: none"> 6. वार्षिक प्रतिवेदन/दिग्दर्शिका तैयार करना। 7. महत्वपूर्ण डाकों को खोलना। 8. सम्बन्धित पत्रावलियां उच्चाधिकारियों को प्रस्तुत करना तथा उनके द्वारा सौंपे गये कार्यों का निर्वहन।
05	आशुलिपिक (आउटसोर्स)	<ol style="list-style-type: none"> 1. डी0बी0टी0/सी0एम0 डैशबोर्ड/सी0एम0हैल्पलाईन के समस्त कार्य। 2. विभागीय वेबसाईट एवं सॉफ्टवेयर संबन्धी समस्त कार्य। 3. बैठकों हेतु प्रेजेन्टेशन आदि तैयार करना तथा प्रतिदिन ईमेल चैक करना एवं प्रिन्ट लेकर डाक में लगाना। 4. ईमेल एवं अन्य समस्त ऑनलाईन कार्यों के साथ ही जनपद देहरादून, उधमसिंहनगर एवं पौड़ी की वसूली/प्रगति/बैंक लम्बित/प्रेषित/स्वीकृत रिपोर्ट प्रतिमाह तैयार कर वरिष्ठ लिपिक को उपलब्ध कराना। 5. पत्रावली उच्च अधिकारियों को प्रस्तुत करना, उपाध्यक्ष/उच्चाधिकारियों द्वारा सौंपे गये कार्यों का निर्वहन।
06	कनिष्ठ लिपिक (आउटसोर्स)	<ol style="list-style-type: none"> 1. भण्डार/स्टोर/विज्ञापन के समस्त कार्य। 2. मौलाना आजाद एजुकेशन फाईनेन्स शिक्षा ऋण योजना के समस्त कार्य/पत्राचार। 3. वसूली सम्बन्धी कार्यों/नोटिस प्रेषण/लाभार्थियों से दूरभाष पर सम्पर्क करते हुए प्रतिमाह महाप्रबन्धक को वसूली स्थिति से अवगत कराना। 4. जनपद हरिद्वार, चमोली, उत्तरकाशी एवं रुद्रप्रयाग की वसूली/प्रगति/बैंक लम्बित/प्रेषित/स्वीकृत रिपोर्ट प्रतिमाह तैयार कर वरिष्ठ लिपिक को उपलब्ध कराना। 5. पत्रावलियां उच्चाधिकारियों को प्रस्तुत करना तथा उनके द्वारा सौंपे गये कार्यों का निर्वहन।
07	कम्प्यूटर आपरेटर (आउटसोर्स)	<ol style="list-style-type: none"> 1. राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम के समस्त कार्य। 2. मुख्यमंत्री घोषणा/अभिभाषण आदि के समस्त कार्य। 3. वसूली हेतु लाभार्थियों से दूरभाष पर सम्पर्क करना तथा महाप्रबन्धक को वसूली की स्थिति से अवगत कराना। 4. उक्त के साथ ही जनपद नैनीताल, चम्पावत एवं पिथौरागढ की वसूली/प्रगति/बैंक लम्बित/प्रेषित/स्वीकृत रिपोर्ट प्रतिमाह तैयार कर वरिष्ठ लिपिक को उपलब्ध कराना। 5. सम्बन्धित पत्रावलियां उच्चाधिकारियों को प्रस्तुत करना तथा उच्चाधिकारियों द्वारा सौंपे गये कार्यों का निर्वहन।
08	बहु0 लिपिक, (सम्बद्ध) आउटसोर्स	<ol style="list-style-type: none"> 1. अल्पसंख्यक स्वरोजगार योजना के समस्त कार्य। 2. डाक प्राप्ति/प्रेषण एवं डाक पंजिकाओं के रखरखाव के कार्य। 3. निःशक्तजन अधिकार अधिनियम/सेवा का अधिकार अधिनियम के कार्य। 4. उच्चाधिकारियों की निरीक्षण/भ्रमण रिपोर्ट तैयार करना। 5. वसूली वसूली हेतु लाभार्थियों से सम्पर्क करना तथा प्रतिमाह महाप्रबन्धक को वसूली की स्थिति से अवगत कराना। 6. जनपद चमोली, बागेश्वर एवं अल्मोड़ा की वसूली/प्रगति/बैंक लम्बित/प्रेषित/स्वीकृत रिपोर्ट प्रतिमाह तैयार कर वरिष्ठ लिपिक को उपलब्ध कराना। 7. पत्रावली उच्चाधिकारियों को प्रस्तुत करना तथा उच्चाधिकारियों द्वारा सौंपे गये कार्यों का निर्वहन।

प्रशासनिक अधिकारों का प्रतिनिधायन

निगम के समस्त वित्तीय एवं प्रशासनिक अधिकार निगम के प्रबन्ध निदेशक में निहित हैं, जो इस प्रकार हैं :-

- 1- अधिष्ठान सम्बन्धी मासिक वेतन देयकों, यात्रा देयकों आदि का आहरण एवं भुगतान।
- 2- कार्यालय व्यय सम्बन्धी देयकों का आहरण एवं भुगतान
- 3- निगम कर्मियों के चिकित्सा एवं उपार्जित अवकाश की स्वीकृति का अधिकार।
- 4- कार्यालय भवन के किराया, विद्युत तथा जल मूल्य के देयकों का भुगतान।
- 5- मा० उपाध्यक्ष तथा स्टाँफ के मानदेय , वाहन में प्रयुक्त ईंधन पर आने वाले व्यय और वाहन के रखरखाव सम्बन्धी देयकों का भुगतान।
- 6- निगम के वाहनों के रखरखाव और ईंधन पर आने वाले व्यय के देयकों का भुगतान।
- 7- अतिथियों का स्वागत सत्कार एवं जलपान पर आने वाले व्यय के देयकों का भुगतान।
- 8- निगम के कर्मचारियों/अधिकारियों के विरुद्ध अनुशासनात्मक कार्यवाही करने का अधिकार।

अपराधिक मामलों में दण्डित कर्मचारियों के विरुद्ध विभागीय कार्यवाही

निगम में तैनात अपराधिक मामलों में दण्डित कर्मचारियों के विरुद्ध कार्यवाही हेतु निगम के निदेशक मण्डल की ओर से प्रबन्ध निदेशक अधिकृत हैं। प्रबन्ध निदेशक द्वारा प्रारम्भिक जांच हेतु निगम के महा प्रबन्धक/उप महा प्रबन्धक को अधिकृत किया गया है। किन्तु अपराधिक मामलों में लिप्त किसी भी कर्मचारी के विरुद्ध विभागीय कार्यवाही हेतु प्रबन्ध निदेशक अन्तिम रूप से अधिकृत हैं।

निगम के अन्तर्गत श्रेणी 'घ' के कर्मचारियों को श्रेणी 'ग' में पदोन्नति का विवरण

शासनादेश संख्या 1145/XVII(1)-3/2005-07(36)/2004 दिनांक 11 अगस्त 2005 जिसके द्वारा निगम का मुख्यालय स्तरीय ढांचा स्वीकृत किया गया है,के अन्तर्गत श्रेणी 'घ' के कर्मचारियों के पद नियमित रूप से स्वीकृत न करके आउटसोर्सिंग के माध्यम से भरे जाने का प्राविधान किया गया है इसलिये पदोन्नति की प्रक्रिया का कोई प्राविधान नहीं है।

विनिश्चय करने की प्रक्रिया में पालन की जाने वाली प्रक्रिया जिसमें पर्यवेक्षण और उत्तरदायित्व के माध्यम सम्मिलित हैं।

शासन द्वारा निर्दिष्ट कल्याणकारी योजनाओं के क्रियान्वयन के संबंध में नीतिगत विषयों पर निगम के निदेशक मण्डल द्वारा निर्णय लिया जाता है। कतिपय मामलों में निदेशक मण्डल द्वारा निर्णय लेने के लिये प्रकरण को शासन के संज्ञान में भी प्रेषित किया जाता है तथा कतिपय प्रकरणों में निगम के प्रबन्ध निदेशक को निर्णय लेने के लिये अधिकृत किया जाता है। मुख्यतः कल्याणकारी योजनाएं कैसी हों, इसके अन्दर लक्षित समूह कौन होगा, का निर्णय लेते समय भारत सरकार /राज्य सरकार द्वारा दिये गये निर्देशों को भी संज्ञान में लिया जाता है। निगम द्वारा संचालित एवं क्रियान्वित सभी कार्यक्रमों का पर्यवेक्षण का अधिकार प्रबन्ध निदेशक एवं उनके द्वारा निर्दिष्ट अधिकारियों में समाहित है। योजनाओं के चयन एवं लाभार्थियों के चयन के सम्बन्ध में जन सहभागिता भी निहित रहती है। किस क्षेत्र विशेष में कौन-कौन सी योजनाएं चलाना आर्थिक दृष्टि से लाभप्रद होगा उस क्षेत्र की परिस्थितियों के दृष्टिगत एवं उस क्षेत्र के लक्षित समूह के दृष्टिकोण एवं सुझावों को देखते हुए योजनाओं का स्वरूप तैयार किया जाता है।

जनपद स्तर पर निगम की योजनाओं के क्रियान्वयन यथा: लाभार्थियों का चयन, ऋण वितरण, परिसम्पत्तियों का सृजन, प्रशिक्षण कार्यक्रमों का आयोजन, स्थानीय परिस्थितियों एवं लाभार्थियों की अभिरुचि के अनुसार जिलाधिकारी अथवा मुख्य विकास अधिकारी के नियंत्रण एवं निर्देशन में जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी जो इस निगम के पदेन जिला प्रबन्धक भी हैं, के द्वारा किया जाता है। पदेन जिला प्रबन्धक के अतिरिक्त निगम की समस्त योजनाओं के क्रियान्वयन के लिये निगम के सहायक प्रबन्धक भी पूर्णरूप से उत्तरदायी हैं। विकासखण्ड स्तर पर सहायक अल्पसंख्यक कल्याण अधिकारी/सहायक समाज कल्याण अधिकारी समस्त योजनाओं के क्रियान्वयन के लिये उत्तरदायी हैं।

जहां तक निगम के अधिकारियों/कर्मचारियों के विरुद्ध अनुशासनात्मक कार्यवाही या विभागीय जांच आदि में निर्णय लेने का प्रश्न है उसके लिये प्रबन्ध निदेशक निदेशक मण्डल की ओर से अधिकृत हैं किन्तु निर्णय लेने से पूर्व आरोपित अधिकारी /कर्मचारी को आरोप पत्र देकर उससे लिखित रूप से अपना पक्ष रखने का अवसर दिया जाता है। आवश्यकता पड़ने पर व्यक्तिगत रूप से भी वह अपना पक्ष साक्ष्यों के साथ प्रस्तुत कर सकता है। ऐसे प्रकरणों में जांच अधिकारी की जांच आख्या एवं आरोपित कर्मों द्वारा अपने पक्ष में रखे गये तथ्यों पर सम्यक विचारोपरान्त ही अन्तिम निर्णय निदेशक मण्डल अथवा निदेशक मण्डल की ओर से प्रबन्ध निदेशक द्वारा लिया जाता है।

योजनाओं के क्रियान्वयन के सन्दर्भ में वार्षिक लक्ष्य निर्धारण के लिये भारत सरकार से समन्वय स्थापित करना, भारत सरकार से प्राप्त धनराशि का ससमय उपभोग प्रमाणपत्र भारत सरकार को प्रेषित करना, राज्य सरकार के आय-व्यय में कल्याणकारी योजनाओं के लिये धनराशि का प्राविधान करना, कोई नई योजना प्रस्तावित हो उसके लिये एसएनडी का प्रस्ताव बनाना, जनपदों को भौतिक एवं वित्तीय लक्ष्य आवन्तित करना, लक्ष्यों के सापेक्ष धनराशि उपलब्ध कराना एवं समय-समय पर स्थलीय सत्यापन एवं अनुश्रवण करने का दायित्व निगम मुख्यालय स्तर पर प्रबन्ध निदेशक अथवा उनके अधीनस्थ महाप्रबन्धक, उप महाप्रबन्धक का है।

मैनुअल-04

अपने कृत्यों के निर्वहन के लिये स्वयं द्वारा स्थापित मापमान।

निगम द्वारा संचालित समस्त योजनाएं अल्पसंख्यक समुदाय के लिये ही संचालित किये जाते हैं। ऋण लेने के लिये लाभार्थी को उस व्यवसाय विशेष की मूलभूत जानकारी एवं अनुभव भी होना चाहिये जिसके लिये वह ऋण प्रस्ताव प्रस्तुत करता है। योजना का चयन स्थानीय परिस्थितियों के अनुसार लाभार्थी की रुचि, कच्चे माल की उपलब्धता एवं विपणन की सुविधा के दृष्टिगत किया जाता है। लाभार्थियों को अपना स्वरोजगार प्रारम्भ करने के लिये निगम की योजनाओं के अन्तर्गत अधिकतम रु० 10.00 लाख तक की परियोजनाओं के अन्तर्गत ऋण सुविधा बैंकों के माध्यम से उपलब्ध कराई जाती है। योजना की लागत का 25 प्रतिशत या अधिकतम रु० 2,50,000/- अनुदान राशि एवं योजना की लागत का 15 प्रतिशत लाभार्थी अंश दिया जाता है। 60 प्रतिशत धनराशि बैंक ऋण के रूप में स्वीकृत किया जाता है जिस पर बैंक द्वारा अपनी नीति के अनुसार ब्याज लगाया जाता है। निगम स्वतः रोजगार की बैंकेबुल योजनाओं को राष्ट्रीयकृत बैंकों, सहकारी बैंकों, ग्रामीण बैंकों के माध्यम से ही संचालित करता है। ऋण प्रस्ताव बैंक प्रेषित करते समय इस बात का विशेष ध्यान दिया जाता है कि लाभार्थी उस बैंक विशेष के सर्विस एरिया एप्रोच के अन्तर्गत आता है जहां से उसे ऋण स्वीकृत किया जाना प्रस्तावित है। स्वीकृत ऋण में उक्तानुसार अनुदान, मार्जिनमनी ऋण एवं बैंक ऋण की धनराशि सम्मिलित होती है। बैंक ऋण की अदायगी बैंक के नियमानुसार ब्याज सहित बैंक में की जाती है। स्वीकृत ऋण का उपयोग लाभार्थी द्वारा उसी मद में किया जाना चाहिये जिस मद के लिये उसने ऋण प्राप्त करते समय उल्लेख किया था। यदि किसी कारणवश लाभार्थी को अपने योजना में परिवर्तन करना आवश्यक हुआ तो उसकी अनुमति निगम से लेकर योजना परिवर्तन की सूचना भी निगम एवं बैंक को दी जानी चाहिये। ऋण स्वीकृत वितरण हो जाने के पश्चात लाभान्वित लाभार्थियों की सूची कार्यालय में सुरक्षित रखते हुए जनपद के जिला अर्थ संख्याधिकारी को भी उपलब्ध कराई जाती है जिनके द्वारा इन लाभार्थियों का अनुश्रवण एवं स्थलीय सत्यापन किया जाता है। स्थलीय सत्यापन के दौरान जिन लाभार्थियों के पास वांछित परिसम्पत्ति उपलब्ध नहीं पाई जाती है उन प्रकरणों में शासन द्वारा कार्यवाही करने हेतु निगम को निर्देश दिये जाते हैं ऐसे प्रकरण में दिये गये शासकीय अनुदान की एकमुश्त वसूली भी की जा सकती है।

मैनुअल-5

अपने द्वारा या अपने नियंत्रणाधीन धारित या अपने कर्मचारियों द्वारा अपने कृत्यों के निर्वहन के लिये प्रयोग किये गये नियम, विनियम, अनुदेश निर्देशिका और अभिलेख।

अल्पसंख्यक समुदाय के आर्थिक विकास के लिये संचालित राज्य पोषित एवं राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम द्वारा पोषित एवं संचालित कार्यक्रमों के अन्तर्गत आयजनित योजनाओं का संचालन किया जाता है ताकि अल्पसंख्यक समुदाय में व्याप्त पिछड़ेपन को दूर कर उन्हें समाज की मुख्य धारा से जोड़ा जा सके। इस योजना के अन्तर्गत व्यक्तिगत रूप से लाभार्थियों को लाभान्वित किया जाता है। उन्हें उनके पत्रिक व्यवसाय के आधार पर योजनाएं दी जाती हैं ताकि उस व्यवसाय की उत्पादकता बढ़ सके एवं उस परिवार के आर्थिक स्रोत में भी वृद्धि हो सके। प्रदेश में अल्पसंख्यक समुदाय के अन्तर्गत विभिन्न वर्गों की जनसंख्या एवं गरीबी की रेखा से नीचे जीवन यापन करने वाले अल्पसंख्यक परिवारों की जनसंख्या निम्नलिखित तालिकाओं में इंगित की जा रही है :-

उत्तराखण्ड में अल्पसंख्यक समुदाय की जनसंख्या
(वर्ष 2011 की जनगणना के अनुसार)

District	Total Population	Muslim	Christian	Sikh	Buddhist	Jain	Other Religions	Not Stated	Minority Population	Minority %
Haridwar	1,890,422	648037	4915	17392	756	2458	0	1890	675448	35.73
Dehradun	1,696,694	202076	13404	36479	11707	5090	170	2715	271641	16.01
Udhamsingh Nagar	1,648,902	372322	6101	162747	495	6596	165	1979	550403	33.38
Nainital	954,605	120758	5059	17374	573	3818	191	573	148346	15.54
Pauri Garhwal	687,271	22955	2131	619	69	2062	69	756	28659	4.17
Almora	622,506	7781	1868	249	187	0	0	1121	11205	1.80
Tehri Garhwal	618,931	7365	681	309	62	619	124	557	9717	1.57
Pithoragarh	483,439	5995	1402	242	193	0	48	435	8315	1.72
Chamoli	391,605	4386	431	313	196	0	39	431	5796	1.48
Uttarkashi	330,086	3565	363	165	561	660	99	396	5810	1.76
Bageshwar	259,898	1429	390	52	104	0	26	390	2391	0.92
Champawat	259,648	8698	883	338	26	260	0	130	10334	3.98
Rudraprayag	242,285	1478	170	48	0	0	48	363	2108	0.87

**उत्तराखण्ड एक झलक में
देश का 27वां राज्य**

• राज्य का गठन	—	9 नवम्बर 2000
• राज्य का क्षेत्रफल	—	53,483 वर्ग किमी.
• राज्य का वन क्षेत्र	—	38,000 वर्ग किमी.
• राज्य की राजधानी	—	देहरादून (अस्थाई) एवं गैरसैण (अस्थाई)

सीमाएं :-

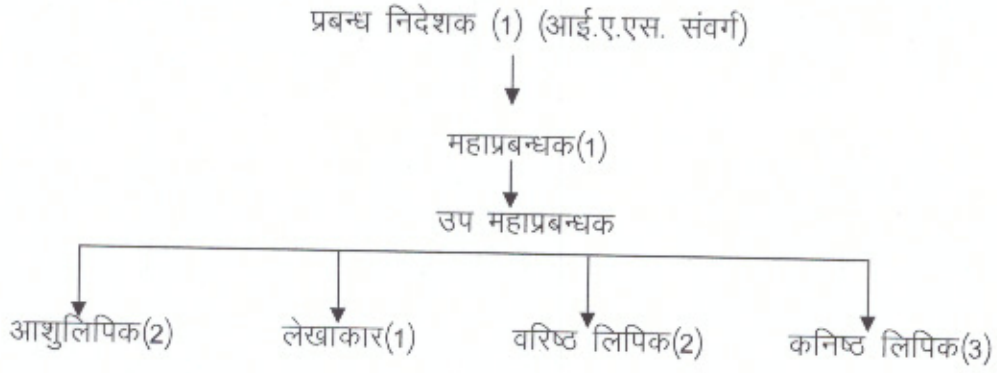
• अन्तर्राष्ट्रीय	—	चीन, नेपाल
• राष्ट्रीय	—	उत्तर प्रदेश, हिमाचल प्रदेश
• उच्च न्यायालय	—	नैनीताल
• मण्डल	—	02
• कुल जनपद	—	13
• तहसील	—	110
• उप तहसील	—	18
• विकासखण्ड	—	95
• कुल ग्राम	—	16,674
• आय के प्रमुख स्रोत	—	वन सम्पदा, जल संसाधन, जड़ी बूटी, पर्यटन, तीर्थाटन , खनिज सम्पदा आदि।
➤ प्रमुख खनिज	—	चूना, पत्थर, मैग्नासाइट, जिप्सम आदि।
➤ प्रमुख फसलें	—	धान, गेहूँ, जौ, मंडुवा, झंगोरा, मक्का आदि।
➤ प्रमुख फल	—	सेब, लीची, पूलम, नाशपाती, माल्टा आदि।
➤ प्रमुख नदियां	—	भागीरथी, अलकनन्दा (गंगा), मन्दाकिनी, पिन्डारी, टाँस, यमुना, काली, नयार, भिलंगना, सरयू, रामगंगा आदि।
➤ प्रमुख पर्यटक एवं ऐतिहासिक स्थल	—	नैनीताल, मसूरी, पौड़ी, अल्मोड़ा, रानीखेत, खिर्सू, चम्पावत, दयारा, ऑली, खतलिंग, वेदिनी बुग्याल, फूलों की घाटी, लैन्सडाउन, लाखामण्डल, पाताल भुवनेश्वर (गंगोलीहाट), जौलजीवी, पूर्णागिरी, चितई, कटारमल, कौसानी, जागेश्वर, बागेश्वर, द्वाराहाट, सोमेश्वर, बैजनाथ, पिन्डारी ग्लेशियर, नानकमत्ता साहिब, चौकोड़ी आदि।
➤ प्रमुख धार्मिक तीर्थ स्थल—		श्री बद्रीनाथ, श्री केदारनाथ, गंगोत्री, यमनोत्री, पंचकेदार, पंचबद्री, पंचप्रयाग, हरिद्वार, ऋषिकेश, हेमकुण्ड साहिब पूर्णागिरी, चितई, कलियर शरीफ, नानकमत्ता साहिब आदि।
➤ प्रमुख लोकगीत एवं लोकनृत्य—		झुमैलो, थड्या, चौफला, रासौ, पण्डवाणा, तांदी, भडगीत, जागर, चांचरी, छपेली, पांडव, झोड़ा, छोलिया, मालूसाही भगनौल आदि
➤ मौसम—		ग्रीष्मकाल—मार्च से जून मध्य, वर्षाकाल—मध्य जून से मध्य सितम्बर, शीतकाल—मध्य सितम्बर से फरवरी तक
➤ राजकीय पुष्प—		ब्रह्म कमल
➤ मुख्य वन्य पशु—		कस्तूरी मृग

➤ मुख्य वृक्ष-		बुरांश
➤ मुख्य पक्षी-		मोनाल
➤ प्रति व्यक्ति आय	-	1,98,738 रुपये
➤ कुल जनसंख्या-		1,00,86,292 (2011 की जनगणना के अनुसार)
➤ पुरुष-		51,37,773
➤ महिलाएं-		49,48,519
➤ लिंग अनुपात-		963:1000 (महिला:पुरुष)
➤ जनसंख्या का घनत्व-		189 व्यक्ति प्रति वर्ग किमी.

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम लिमिटेड:- परिचयात्मक विवरण

- स्थापना:- उत्तराखण्ड शासन द्वारा समाज कल्याण विभाग के उपक्रम के रूप में उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम लि0, का गठन कम्पनी अधिनियम 1956 की धारा 25 के अन्तर्गत 6 जनवरी 2005 को किया गया।
- अधिकृत पूंजी:- निगम की अधिकृत पूंजी 1000.00 लाख है।
- चुकता पूंजी:- चुकता पूंजी रू0 1000.00 लाख है।
- उद्देश्य:- निगम के गठन का मुख्य उद्देश्य निम्नलिखित है :-
- अल्पसंख्यक वर्ग के परिवारों के आर्थिक उन्नयन हेतु रोजगार योजनाओं का संचालन करना।
 - रोजगार के लिये बैंकों के माध्यम से ऋण उपलब्ध कराना।
 - राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम से सस्ती ब्याज दर में वित्तीय संसाधन प्राप्त कर टर्मलोन की सुविधा उपलब्ध कराना।
 - अल्पसंख्यक वर्ग के शिक्षित बेरोजगारों को कम्प्यूटर आदि में प्रशिक्षण प्रदान कर उनकी कौशलवृद्धि करना।
 - राष्ट्रीय निगम के माध्यम से तकनीकी एवं व्यवसायिक शिक्षा हेतु ऋण उपलब्ध कराना।
 - अल्पसंख्यक वर्ग की महिलाओं को प्रशिक्षण उपलब्ध कराना।

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम का संरचनात्मक ढाँचा (मुख्यालय स्तर)



नोट- वाहन चालक के तीन, चतुर्थ श्रेणी के पांच तथा चौकीदार का एक पद इस प्रकार कुल नौ पदों पर उत्तराखण्ड पूर्व सैनिक कल्याण निगम (उपनल) के माध्यम से संविदा पर रखे जाएंगे। सफाई कार्य बाह्य स्रोतों से कराया जाएगा।

जनपद स्तर पर उत्तराखण्ड बहुउद्देशीय वित्त विकास निगम अधिष्ठान के जनपद स्तरीय कार्मिकों के द्वारा ही उत्तराखण्ड अल्पसंख्यक कल्याण निगम योजनाओं का क्रियान्वयन किया जाएगा।

वर्ष 2020 में निगम के समस्त जनपद स्तरीय कार्यालयों में वसूली एवं कार्यालय के कार्यों हेतु निदेशक मण्डल/शासन के निर्देशानुसार एक-एक बहुउद्देशीय लिपिक आउटसोर्स के माध्यम से कार्यरत हैं।

निगम का निदेशक मण्डल

1	मा0 मुख्यमंत्री, उत्तराखण्ड सरकार	अध्यक्ष
2-	प्रमुख सचिव/सचिव, अल्पसंख्यक कल्याण, उत्तराखण्ड शासन	निदेशक
3-	प्रमुख सचिव/सचिव, मा0 मुख्यमंत्री, उत्तराखण्ड शासन	निदेशक
4-	प्रमुख सचिव/सचिव, वित्त, उत्तराखण्ड शासन	निदेशक
5-	प्रमुख सचिव/सचिव, उद्योग, उत्तराखण्ड शासन	निदेशक
6-	प्रमुख सचिव/सचिव, परिवहन, उत्तराखण्ड शासन	निदेशक
7-	अपर सचिव, समाज कल्याण, उत्तराखण्ड शासन	निदेशक
8-	अपर सचिव, अल्पसंख्यक कल्याण, उत्तराखण्ड शासन	निदेशक
9-	अपर सचिव, वित्त, उत्तराखण्ड शासन	निदेशक
10-	उप सचिव, सामाजिक न्याय एवं अधिकारिता, मंत्रालय भारत सरकार	निदेशक
11-	महाप्रबन्धक (नाबार्ड) क्षेत्रीय कार्यालय, देहरादून	निदेशक
12-	सहायक महाप्रबन्धक, राज्य स्तरीय बैंकर्स कमेटी, देहरादून	निदेशक
13-	प्रबन्ध निदेशक, राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम, नई दिल्ली	निदेशक
14-	प्रबन्ध निदेशक उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम, देहरादून	निदेशक

1- अल्पसंख्यक स्वरोजगार बैंकेबल योजना का संचालन:-

योजना के अन्तर्गत निगम द्वारा रू0 0.20 लाख से रू0 10.00 लाख तक की योजना बैंक के माध्यम से संचालित की जाती है। जिसमें योजना का 60 प्रतिशत बैंक ऋण, 25 प्रतिशत अनुदान एवं 15 प्रतिशत लाभार्थी अंश सम्मिलित होता है। समस्त योजना का चयन जिला स्तर पर चयन समिति के माध्यम से किया जाता है। योजना का लाभ लेने हेतु हेतु पात्र अभ्यर्थी की उम्र 18 वर्ष से 55 वर्ष के मध्य होनी चाहिये, वार्षिक आय (ग्रामीण एवं शहरी क्षेत्र) रू0 2,50,000.00 होनी चाहिये। निगम द्वारा दिये जाने वाले अनुदान की राशि बैंक इन्डेड होती है।

चयन की प्रक्रिया: स्वरोजगार योजना के अन्तर्गत लाभान्वित करने से पूर्व लाभार्थियों का चयन मुख्य विकास अधिकारी की अध्यक्षता में साक्षात्कार के माध्यम से किया जाता है।

पात्रता: अल्पसंख्यक स्वरोजगार योजना के अन्तर्गत लाभान्वित होने के लिए निम्नलिखित पात्रताएं आवश्यक हैं:-

- प्रार्थी अल्पसंख्यक समुदाय का हो तथा जाति प्रमाणपत्र सक्षम प्राधिकारी द्वारा प्रदत्त अथवा स्वघोषित होना चाहिये।
- प्रार्थी अथवा उसके परिवार की वार्षिक आय (ग्रामीण एवं शहरी क्षेत्र) रू0 2,50,000.00 होनी चाहिये तथा आय प्रमाणपत्र सक्षम प्राधिकारी द्वारा प्रदत्त हो।
- प्रार्थी ने इससे पूर्व निगम अथवा किसी वित्तीय संस्थान या शासकीय विभाग से कोई अनुदान की सुविधा प्राप्त न की हो एवं किसी वित्तीय संस्थान का बकायेदार न हो।
- यातायात के सन्दर्भ में प्रार्थी के पास कामर्शियल ड्राइविंग लाइसेन्स होना अनिवार्य है।

ऋण प्राप्त करने हेतु प्रक्रिया एवं ऋण स्वीकृति की कार्यवाही : उक्तानुसार पात्र अल्पसंख्यक समुदाय के परिवारों को ऋण/अनुदान सुविधा उपलब्ध कराने हेतु कार्यालय जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी में प्राप्त आवेदन पत्रों पर स्वीकृति हेतु मुख्य विकास अधिकारी की अध्यक्षता में साक्षात्कार आहूत किया जायेगा तथा चयनित अभ्यर्थियों के आवेदन पत्रों को सभी औपचारिकतायें पूर्ण करते हुए संबंधित बैंक शाखाओं को प्रेषित किये जायेंगे। बैंक से स्वीकृति प्राप्त होने के उपरान्त आवेदन पत्र के साथ अनुबन्ध पत्र, प्रतिभू पत्र, घोषणा पत्र, वेवर पत्र, शपथ पत्र सहित अन्य सभी औपचारिकताएं पूर्ण कर जिला प्रबन्धक द्वारा पत्रावली पर अनुदान की मांग प्रबन्ध निदेशक से की जायेगी। प्रबन्ध निदेशक के स्तर से धनराशि की स्वीकृति प्राप्त होने के बाद संबंधित शाखाओं से सम्पर्क कर जिला प्रबन्धक द्वारा लाभार्थी को ऋण वितरण के पश्चात् परिसम्पत्ति सृजन तक का कार्य सम्पन्न कराया जायेगा। बैंकों द्वारा ऋण वितरण हो जाने की जिला प्रबन्धक के माध्यम से निगम मुख्यालय को उपलब्ध कराई जायेगी।

लाभार्थी को निर्धारित आवेदन पत्र पर ऋण के लिये आवेदन पत्र का प्रारूप इस पुस्तिका में लाभार्थियों के सुलभ सन्दर्भ हेतु संलग्न है। आवेदन प्रिन्टेड प्रारूप, टंकित प्रारूप, हाथ से लिखे गये प्रारूप, फोटो स्टेट प्रारूप पर भी किया जा सकता है। आवेदन पत्र निःशुल्क उपलब्ध कराया जाता है।

परियोजनाएं: योजना के अन्तर्गत यद्यपि उपर्युक्त प्रस्तर में अवगत करा दिया गया है कि कृषि, सेवा, व्यवसाय, यातायात के क्षेत्र में ऋण उपलब्ध कराया जाता है तथापि कुछ निर्देशात्मक योजनाओं के नाम लाभार्थियों के सुलभ सन्दर्भ हेतु निम्नवत हैं:-

कृषि उपकरण, ऑटोमोबाइल वर्कशाप, बैण्डपार्टी, आर्कस्ट्रा, ब्यूटी पार्लर, साइकिल मरम्मत, बायोगैस प्लान्ट, नाई की दुकान, बुकबाइन्डिंग, ईट बनाना, बैलगाड़ी, केबिल टी0वी0, मोमबत्ती बनाना, ग्रीटिंग कार्ड बनाना, कालीन उद्योग, कपड़ा व्यवसाय, ताम्र उद्योग, डिपार्टमेन्टल स्टोर, ढाबा/रेस्टोरेन्ट, ड्राइविंग स्कूल, फलफुल उत्पादन, आटा चावल चक्की, बकरीपालन, ब्रेकरी, पनसारी की दुकान, हॉजरी, बांस का फर्नीचर बनाना, लकड़ी का फर्नीचर बनाना, चमड़े का सामान बनाना, जूते बनाना, सीमेन्ट के ब्लॉक बनाना, मधुमक्खी पालन, नर्सिंग होम, मुर्गीपालन, प्रिन्टिंग प्रैस, कुम्हार का काम, मिठाई की दुकान, सिलाई की दुकान, टायर सर्विसिंग, लेमिनेशन, पीसीओ /एसटीडी, टेन्ट हाउस, यातायात ऑटो टैक्सी, मार्बल पॉलिस, विद्युत वस्तु की बिक्री एवं रिपेरिंग, फास्ट फूड की दुकान आदि।

2- मुख्यमंत्री हुनर योजना :-

मुख्यमंत्री हुनर योजना का उद्देश्य अल्पसंख्यकों (मुस्लिम, सिख, ईसाई, बौद्ध, पारसी एवं जैन) में व्याप्त बेरोजगारी दर को कम करना तथा उनके पारम्परिक कौशल का संरक्षण उन्नयन तथा उन्हें बाजार से जोड़ना तथा मौजूदा दस्तकारों की रोजगारपरकता को व्यवसायिक प्रशिक्षण द्वारा बेहतर बनाकर राज्य में रोजगार के पर्याप्त अवसर उपलब्ध कराना है। मुख्यमंत्री हुनर योजना राज्य में निवासरत अल्पसंख्यक समुदाय के आर्थिक विकास हेतु क्रियान्वित की गयी है। योजना का कार्यक्षेत्र संपूर्ण उत्तराखण्ड है। योजना के अन्तर्गत स्थानीय आवश्यकता, बाजार की मांग, कच्चे माल की उपलब्धता एवं लाभार्थी की अभिरुचि के अनुसार पारम्परिक एवं आधुनिक प्रशिक्षण प्रदान किया जाना है। ताकि उद्यमिता विकास का प्रशिक्षण लक्षित लाभार्थियों को दिलवाकर उनमें आत्मविश्वास जगाया जा सके। प्रशिक्षण कार्यक्रमों में प्रशिक्षण शुल्क 300 घंटे प्रशिक्षण हेतु अधिकतम रु. 10,000/-, 250 घंटें हेतु रु. 9000/-, 200 घंटे हेतु रु. 7000/-, 150 घंटे हेतु रु. 6000/- तथा 125 घंटे हेतु रु. 4500/- निर्धारित है। योजना के अन्तर्गत शासनदेशानुसार स्टार्टअप के रूप में प्रशिक्षार्थियों के बैंक खाते के माध्यम से रु. 2000/- से रु. 4500/- प्रति प्रशिक्षार्थी दिये जाने का भी प्राविधान है। संस्था द्वारा प्रशिक्षित प्रशिक्षार्थियों को स्वरोजगार/रोजगार में नियोजित किये जाने का भी प्राविधान है।

संस्थाओं का चयन किये जाने की प्रक्रिया

प्रदेश के प्रतिष्ठित समाचार पत्रों में योजनान्तर्गत स्वयंसेवी संस्थाओं से प्रशिक्षण प्रदान कराये जाने हेतु प्रस्ताव विज्ञापन के माध्यम से आमंत्रित किये जाते हैं। शासन द्वारा गठित चयन समिति द्वारा संस्थाओं का चयन साक्षात्कार के माध्यम से किया जाता है। तत्पश्चात् चयनित संस्थाओं को निगम मुख्यालय द्वारा कार्यादेश निर्गत कर दिये जाते हैं। जिन पर जनपद स्तर पर गठित समिति द्वारा प्रशिक्षणार्थियों के शैक्षिक प्रमाणपत्रों, आधार, स्थाई निवास, आय प्रमाणपत्र तथा अल्पसंख्यक प्रमाणपत्र के आधार पर चयन किया जाता है, जिन मुख्य विकास अधिकारी द्वारा जनपद स्तर पर अंतिम निर्णय लिया जाता है। जिला प्रबन्धक द्वारा अंतिम चयन सूची एवं प्रशिक्षण प्रारम्भ करने का आदेश संबन्धित संस्था को दे दिया जाता है तथा प्रशिक्षण प्रारम्भ करने से पूर्व रु0 100.00 के नॉन ज्यूडिशियन स्टाम्प पेपर पर संस्था एवं निगम के मध्य निगम मुख्यालय पर अनुबन्ध निष्पादित किया

जाता है। प्रशिक्षण शुल्क का भुगतान जिला प्रबन्धक की संस्तुति के आधार पर शासनदेश में वर्णित किशतों के अनुसार संस्था को किया जाता है तथा स्टार्टअप का भुगतान सीधे प्रशिक्षणार्थी के खाते में कर दिया जाता है।

3- मौलाना आजाद एजुकेशन फाईनेन्स फाउण्डेशन शिक्षा ऋण योजना :-

योजना के अन्तर्गत अभ्यर्थी अल्पसंख्यक समुदाय (मुस्लिम, सिख, ईसाई, बौद्ध, पारसी एवं जैन) से सम्बन्धित हो, 12वीं कक्षा उत्तीर्ण कर चुका हो तथा उसके परिवार की वार्षिक आय ₹0 2,50,000/-से अधिक न हो, को उच्च शिक्षा एवं विदेश शिक्षा में कम से कम एक वर्ष के कोर्स हेतु अधिकतम ₹0 5,00,000/- तक का ब्याजमुक्त शिक्षा ऋण दिये जाने का प्राविधान है। ऋण आवेदन पत्र जनपद स्तर पर एकत्रित होते हैं जनपद स्तर पर सभी औपचारिकतायें पूर्ण किये जाने के पश्चात् जिला प्रबन्धक द्वारा सम्बन्धित अभ्यर्थी/अभ्यर्थियों के आवेदन पत्र निगम मुख्यालय को ब्याजमुक्त शिक्षा अवमुक्त किये जाने हेतु प्रेषित किये जाते हैं। जनपदों से प्राप्त आवेदन पत्र शासन स्तर पर गठित ऋण चयन समिति के समक्ष प्रस्तुत किये जाते हैं। चयन समिति की स्वीकृति के उपरान्त स्वीकृत अभ्यर्थियों के ऋण की प्रथम किस्त का भुगतान जनपद के बचत खाते में आरटीजीएस पद्धति से किया जाता है। स्वीकृति पत्र तथा ऋण आवेदन पत्र जनपद को मूलरूप में वापस प्रेषित कर दिया जाता है। जनपद स्तर से अभ्यर्थियों को उनके बचत खातों में धनराशि आरटीजीएस पद्धति से हस्तान्तरित कर दी जाती है। द्वितीय/तृतीय/चतुर्थ/पंचम किस्तों के भुगतान हेतु अभ्यर्थी जनपद को प्रार्थना पत्र एवं उत्तीर्ण अंकतालिका उपलब्ध कराता है तथा जनपद द्वारा इन प्रपत्रों को निगम मुख्यालय को प्रेषित कर दिया जाता है तत्पश्चात् प्रबन्ध निदेशक की स्वीकृति के उपरान्त धनराशि जनपद को हस्तान्तरित कर दी जाती है।

4- मुख्यमंत्री अल्पसंख्यक कर्मचारी व्यक्तिगत ऋण योजना :-

इस योजना के अन्तर्गत राज्य के सरकारी विभागों/निगमों/बोर्डों में अल्पसंख्यक समुदाय के नियमित सरकारी कर्मचारियों को अधिकतम ₹0 5.00 लाख का व्यक्तिगतगत ऋण दिये जाने का प्राविधान है। जिसमें 90 प्रतिशत टर्मलोन 8 प्रतिशत वार्षिक ब्याज दर पर एवं 10 प्रतिशत लाभार्थी अंश सम्मिलित है।

5- सावधिक ऋण योजना (टर्मलोन योजना) :-

अल्पसंख्यक समुदाय के ऐसे व्यक्ति जिनकी वार्षिक आय शहरी क्षेत्र में ₹0 1,20,000 तथा ग्रामीण क्षेत्र में ₹0 98,000 हो, हेतु सावधिक ऋण योजना के अन्तर्गत ₹0 20.00 लाख तक की परियोजना लागत पर विचार किया जाता है। परियोजना लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है। राष्ट्रीय निगम के ऋणांशपर ब्याज की दर 6 प्रतिशत और राज्य निगम के द्वारा दिये जाने वाले ऋणांशकी ब्याज दर 7 प्रतिशत है।

6- शिक्षा ऋण योजना :-

अल्पसंख्यक समुदाय के ऐसे पात्र अभ्यर्थी जिनके परिवार की वार्षिक आय शहरी क्षेत्र में ₹0 1,20,000 तथा ग्रामीण क्षेत्र में ₹0 98,000 हो, को राष्ट्रीय निगम के माध्यम से विभिन्न व्यवसायिक शिक्षा हेतु 3 प्रतिशत वार्षिक ब्याज दर पर ऋण उपलब्ध कराता है। जिसमें प्रति वर्ष ₹0 3,00,000/- या अलग-अलग कोर्स की दर से व 5 वर्ष की व्यवसायिक शिक्षा हेतु अधिक से

अधिक रू0 15,00,000 लाख तक का ऋण उपलब्ध कराता जाता है। स्वीकृत ऋण लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है।

7- महिला समृद्धि योजना :-

अल्पसंख्यक समुदाय के पात्र महिला/पुरुषों को उनकी दक्षता बढ़ाने हेतु कौशलवृद्धि प्रशिक्षण प्रदान किये जाते हैं। योजना के अन्तर्गत स्थानीय प्रतिष्ठित प्रशिक्षण संस्थान के माध्यम से व्यवसायिक प्रशिक्षण कार्यक्रम का आयोजन किया जाता है। इस प्रशिक्षण की अवधि 6 माह से एक वर्ष तक होती है। अनुदान के रूप में रू0 2000.00 प्रति प्रशिक्षार्थी प्रशिक्षण शुल्क (90 प्रतिशत व्यय राष्ट्रीय निगम तथा 10 प्रतिशत राज्य निगम द्वारा) निर्धारित है तथा प्रति प्रशिक्षार्थी रू0 1,000/-प्रति माह राष्ट्रीय निगम द्वारा छात्रवृत्ति दी जाती है। प्रशिक्षण संस्थाओं के प्रस्ताव राज्य के माध्यम से स्वीकृति उपरान्त राष्ट्रीय निगम को प्रेषित किये जाते हैं। प्रशिक्षण दायी संस्थाओं से न्यूनतम 70 प्रतिशत प्लेसमेन्ट की शर्त निर्धारित है।

8- लघु ऋण योजना :-

राष्ट्रीय निगम इस योजना में चयनित और प्रमाणित स्वयंसेवी संस्थाओं तथा स्वयं सहायता समूह के माध्यम से अल्पसंख्यक वर्ग के ग्रामीण तथा शहरी क्षेत्र के गरीबों में गरीब लोगों को लघु वित्त ऋण उपलब्ध कराया जाता है। इसमें पहले लाभार्थी को स्वयं सहायता समूह गठित करना पड़ता है और प्रभावी बचत की नियति डालनी पड़ती है। लघु ऋण योजना के अन्तर्गत प्रत्येक लाभार्थी को अधिकतम रू0 1,00,000/- तक का ऋण दिया जाता है। जिसमें परियोजना लागत का 90 प्रतिशत राष्ट्रीय निगम ऋणांश, 5 प्रतिशत राज्य निगम ऋणांश तथा शेष 5 प्रतिशत लाभार्थी द्वारा वहन किया जाता है।

मैनुअल -6

ऐजे दस्तावेजों जो उसके द्वारा धारित या उसमें नियंत्रणाधीन है प्रवर्गों का विवरण।

निगम द्वारा संचालित कार्यक्रमों के क्रियान्वयन सम्बन्धी राज्य सरकार एवं भारत सरकार के मार्ग निर्देशन सम्बन्धी परिपत्र भारत सरकार/राज्य सरकार द्वारा स्वीकृत/अवमुक्त बजट सम्बन्धी परिपत्र, राष्ट्रीय स्तर के वित्त विकास निगमों द्वारा योजनाओं के क्रियान्वयन की निर्देशिका, स्वीकृत/अवमुक्त बजट का विवरण, सभी योजनाओं के लिए आवेदन पत्र के प्रारूप, अनुबन्ध पत्र, घोषणा पत्र, वसूली के लिये रसीद बुक, नोटिस के प्रारूप, कैश बुक, मुख्य बही खाता, व्यक्तिगत लोन लेजर, कार्यालय व्यय संबंधी वाउचर पत्रावली निदेशक मण्डल के बैठकों के कार्यवृत्त, निगम के अंशधन द्वारा आवंटित शेयर प्रमाणपत्र, निगम की कामनसील पंजीयन प्रमाणपत्र, व्यवसाय प्रारम्भ करने का प्रमाणपत्र, निगम का मैमोरेण्डम आफ आर्टिकल एण्ड एसोसियेसन, कर्मचारियों की सेवा पुस्तिकाएं, आदि संबंधी प्रपत्र जो कार्यालय में सुरक्षित हैं, निगम के द्वारा धारित एवं नियंत्रणाधीन हैं।

निदेशक मण्डल उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम लि0, देहरादून निगम के कर्मचारियों की नियुक्ति, दायित्व, अनुशासन, वेतन भत्ते एवं सेवा शर्तों को विनियमित करने के लिये निम्नलिखित नियमावली गठित करते हुए इसे अंगीकृत करता है।



उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

द्वारा संचालित अल्पसंख्यक एंवरोजगार बैकबल

के अंतर्गत वित्त पोषण (₹ 1.01 लाख से 10.00 लाख तक के ऋण हेतु) आवेदन पत्र
(आवेदन पत्र वांछित जमिलेखों के साथ दो प्रतियों में भरा जायेगा)

परियोजना का नाम—

बैंक का नाम—

1. आवेदन का नाम: आधार नं० मो

2. पिता/पति का नाम: आधार नं० मो

3. स्थाई पता - ग्राम/मो० पो

तहसील विकासखण्ड जनपद

4. जाति जारी होने की तिथि

(सक्षम अधिकारी द्वारा निर्गत अल्पसंख्यक प्रमाण पत्र रूद्धोचित प्रमाण पत्र करें संज्ञान

5. मासिक/वार्षिक आय तहसीलदार द्वारा प्रदत्त प्रमाण पत्र संलग्न करें)

6. सक्षम आकारी द्वारा प्रदत्त स्थाई निवास प्रमाण-पत्र जारी होने की तिथि (आधार कार्ड)

7. जन्मतिथि प्रमाण पत्र अथवा आधार को छायाप्रति आयु 18 से 55 वर्ष के बीच हो)

8. शैक्षणिक तथा तकनीकी पृष्ठभूमि/कार्यानुभव यदि कोई हो

9. प्रस्तुतियत परियोजना का नाम लागत स्थान/कार्यस्थल

परियोजना रिपोर्ट संलग्न करें।)

10. वर्तमान गतिविधियां

वित्तीय स्थिति (सम्पत्ति का विवरण) जमीन मकान अनुमानित मूल्य रु

11. जमानतदारों के नाम व पता (सम्पत्ति का विवरण) जमीन संलग्न करें, यदि किसी विभाग/संस्था में सेवारत हों तो विभाग का नाम पद व पता स्पष्ट लिखें)

अ ब

आधार नं० मो० नं० आधार नं० मो० नं०

12. क्या पूर्व में किसी योजना के अंतर्गत वित्तीय सहायता (ऋण/अनुदान) प्राप्त किया था ?

विवरण विभाग का नाम

प्राप्त सहायता वसूल की स्थिति

13. पूर्व में प्राप्त ऋण के अंश की वसूली की अद्यावधिक स्थिति अथवा इसी उद्देश्य हेतु विकास खण्ड/जनपद/राज्य के किसी वित्तीय संस्थान/विभाग/अन्य श्रोत से ऋण/अनुदान प्राप्त नहीं किया है न ही बकायेंदार हूँ। (₹ 10/- स्टाम्प पेपर पर नोटरी द्वारा शपथ पत्र प्रस्तुत किया जाये)

प्रमाणित किया जाता है कि उपरोक्त तथ्य पूर्णतः सही एवं वास्तविकता पर आधारित हैं तथा जो प्रमाण पत्र संलग्न किये जा रहे हैं। यह सक्षम अधिकारी के द्वारा प्रदत्त है। यदि कोई तथ्य सत्यता से बरे पाया जाता है या छुपाया जाता है तो उसके लिए मैं पूर्ण रूप से उत्तरदयी रहूँगा।

स्थान:-

दिनांक:-

आवेदन का नाम व हस्ताक्षर

नोट:- प्रार्थना पत्र के समस्त कॉलम स्वच्छ भाषा में भरे होने चाहिये। अपूर्ण प्रार्थना पत्र निरस्त कर दिये जाएंगे।

(2)

(केवल कार्यालय प्रयोग हेतु)

श्री/श्रीमती/कु.....

पुत्र/पुत्री/पत्नी.....

निवासी.....

का पत्र

प्रार्थना पत्र दिनांक..... को प्राप्त हुआ। अन्यर्था द्वारा दिये गये तथ्यों की जांच कर ली गई है एवं संलग्न प्रपत्रों की प्रमाणिकता की पुष्टि कर ली गई है, जो सही पायी गई है। निगम के अभिलेखों की पुष्टि के उपरांत यह प्रमाणित किया जाता है कि लाभार्थी द्वारा इससे पूर्व कोई ऋण/अनुदान किसी भी योजना के अन्तर्गत नहीं लिया गया है। लाभार्थी पान्त्रता के अन्तर्गत है। अतः प्रस्तुत परियोजना..... जो आर्थिक दृष्टि से परिपुष्ट है, की लागत रु..... मानते हुए अल्पसंख्यक स्वरोजगार ऋण

रु..... अनुदान रु (25%)..... बैंक ऋणरु (60%)..... एवं लाभार्थी अंश के रूप में रु..... (15%) की स्वीकृति की संस्तुति की जाती है।

सहायक प्रबंधक/सहायक समाज कल्याण अधिकारी/खण्ड विकास अधिकारी

(पदनाम मुहर सहित)

जिला अल्पसंख्यक कल्याण अधिकारी/जिला समाज कल्याण अधिकारी/पदेन जिला प्रबंधक

(पदनाम मुहर सहित)

(बैंक के प्रयोग हेतु)

श्री/श्रीमती/कु.....

पुत्र/पुत्री/पत्नी.....

निवासी.....

की योजना

हेतु योजना लागत रु.....

(शब्दों में.....

.....) बैंक ऋण रु.....

(60%) प्रतिशत.....

दिनांक को स्वीकृत किया

जाता है। इस ऋण की अदायगी मासिक/त्रैमासिक दिनांक किस्तों में की जायेगी।

बैंक शाखा प्रबंधक के मुहर सहित

हस्ताक्षर

दिनांक :-

(जिला समन्वय समिति का चयन का विवरण)

प्रमाणित किया जाता है कि उपरोक्त लाभार्थी का चयन समिति की बैठक दिनांक..... में

किया गया है। जिसका कार्यवृत्त कार्यालय में सुरक्षित है। इस प्रकरण में बैंक ऋण (60%) रु.....

अनुदान (25%) रु.....

एवं लाभार्थी अंश (15%) रु..... स्वीकृत कर भुगतान किया गया है।

सहायक प्रबंधक/जिला प्रबंधक



उत्तराखण्ड कल्याण

अल्पसंख्यक कल्याण विभाग, उत्तराखण्ड

नोडल अधिकारी, महाप्रबन्धक,

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम द्वारा सांचलित

मौलाना आजाद एजुकेशन फाउनेन्स फाउन्डेशन (व्याजमुक्त शिक्षा ऋण आवेदन पत्र)

1. आवेदक का नाम आधार न० मो. न०
2. पिता का नाम आधार न० मो. न०
3. जन्म तिथि
4. आवेदक के पिता/संरक्षक पर आश्रित परिवार के सदस्यों का विवरण

प्रमाणित
फोटो

क्र० सं०	नाम	लिंग	आयु	आवेदक से संबंध	पेशा
1	2	3	4	5	6
1					
2					
3					
4					
5					

5. अ-धर्म
- (अल्पसंख्यक प्रमाण-पत्र संलग्न किया जाये) (सहस्रीलदार द्वारा प्रदत्त/स्वघोषित प्रमाण पत्र)
6. पिता का व्यवसाय
7. आवेदक के परिवार की वार्षिक आमदनी
- नोट- परिवार की आय के सम्बन्ध में सरकारी कर्मचारी की दशा में सेवा नियोजन द्वारा तथा अन्य मामलों से संबंधित सहस्रीलदार द्वारा प्रदत्त प्रमाणपत्र संलग्न किया जाये।
8. आवेदक का स्थाई पता
9. आवेदक का वर्तमान पता
10. शैक्षिक योग्यता (हाईस्कूल के बाद)-

क्र० सं०	परीक्षा का नाम	पास होने का वर्ष	शैक्षिक संस्था का नाम	परीक्षा के विषय	प्राप्तांक	श्रेणी
1	2	3	4	5	6	7

11. बैंक का नाम खाता सं०
- (पासबुक की प्रति संलग्न करें)

12. आवेदित कोर्स (व्यवसायिक / तकनीकी / मेडिकल) का विवरण _____

कोर्स का नाम	संस्था का नाम	कोर्स की कुल अवधि	प्रवेश वर्ष	एक वर्ष की ट्यूशन फीस	कुल ट्यूशन फीस
1	2	3	4	5	6

ब- उपरोक्त प्रोफेशनल कोर्स में दाखिला प्रतियोगितात्मक परीक्षा से हुआ अथवा नहीं हां नहीं। (सम्बन्धी प्रमाणपत्र संलग्न करें)

13. अवधि जिसके लिये फर्ज की आवश्यकता है (वर्षों में) _____

मैं प्रमाणित करता हूँ कि मेरे द्वारा आवेदन पत्र में जो भी सूचनाएँ दी जा रही हैं तथा स्वीकृति की दशा में विभाग की शैक्षिक ऋण योजना की सभी शर्तों के अनुपालन के लिये बाध्य हूँ। मेरे द्वारा उपरोक्त दिये गये तथ्यों में से यदि कोई तथ्य गलत पाया जाता है, तो मेरी पात्रता निरस्त समझी जायेगी। साथ ही मेरे द्वारा इस कोर्स हेतु किसी अन्य संस्था / बैंक से ऋण / छात्रवृत्ति प्राप्त नहीं की जायेगी (शपथ पत्र संलग्न है)

हस्ताक्षर आवेदक

संलग्नक-

1. चरित्र प्रमाणपत्र।
2. संलग्न शैक्षिक प्रमाणपत्र।
3. जाति प्रमाणपत्र।
4. आय प्रमाणपत्र।
5. स्थायी निवास प्रमाणपत्र।
6. कॉलेज द्वारा प्रदत्त फीस स्ट्रक्चर
7. संस्था का घयन पत्र।
8. हैसियत प्रमाणपत्र
9. Bone fidi प्रमाणपत्र
10. जिलाप्रबन्धन द्वारा प्रदत्त सत्यापन प्रमाणपत्र
11. विदेश शिक्षा हेतु आवेदन की स्थिति में सम्बन्धित संस्थान का confirmation letter अनिवार्य है।

सत्यापन किया जाता है -

- क- आवेदक इस संस्था का विद्यार्थी है तथा उसका उपरोक्त प्रोफेशनल कोर्स में दाखिल खुले मुकाबले की परीक्षा के माध्यम से हुआ है।
- ख- शैक्षिक संस्था में उपरोक्त प्रोफेशनल कोर्स राज्य सरकार / केन्द्र सरकार से मान्यता प्राप्त है।
- ग- जहाँ तक मेरी जानकारी है, आवेदक द्वारा जो जानकारी ऊपर दी गयी है, वह सही है।
- घ- आवेदक का आवेदन पत्र शैक्षिक ऋण हेतु अनुमोदन के लिये संस्तुत किया जाता है।

जिला समाज कल्याण अधिकारी / जिला
अल्पसंख्यक कल्याण अधिकारी पदेन जिलाबन्धक
के हस्ताक्षर (सील सहित)

शैक्षिक संस्था के प्रधानाचार्य
के हस्ताक्षर (सील सहित)

1983



उत्तराखण्ड सरकार का उपक्रम

अल्पसंख्यक कल्याण भवन

शहीद भगत सिंह कालोनी, अधोईवाला, देहरादून
वेबसाइट : www.alpsankhyak.org.in ईमेल : alpsankhyak1@gmail.com
दूरभाष/फैक्स : 0135-2788723

ऋण लेने के लिए प्रार्थना पत्र

(मुख्यमंत्री अल्पसंख्यक कर्मचारी व्यवितगत ऋण योजना)

मूल्य रु. 100/-
(गॉन रिफण्डेबल)

सेवा में,
जिला प्रबन्धक,
उत्तराखण्ड अल्पसंख्यक कल्याण
तथा बचक विकास निगम,
जनपद



जनपद क्रमांक.....
जिला प्रबन्धक का खाता संख्या.....
मोबाइल नं०.....

फोटो

महोदय,

निवेदन है कि मुझे आपसे.....कार्य हेतु मुदलिक रु०.....रुपये
(शब्दों में).....
व्यक्तिगत ऋण की आवश्यकता है। कृपया ऋण स्वीकृत करने का कष्ट करें। मैं किसी अन्य सहकारी समिति / किसी वित्तीय
संस्थान का सदस्य नहीं हूँ और न ही मैंने किसी अन्य सहकारी समिति / वित्तीय संस्थान से ऋण ले रखा है।

उपर्युक्त ऋण का भुगतान मैं अपने वेतन से.....मासिक किस्तों में प्रतिमाह.....रु०
(ब्याज तथा अनिवार्य कटौती के अतिरिक्त कटवाकर अथवा निगम द्वारा निश्चित की गई मासिक किस्तों के अनुसार भुगतान
करने के लिए बाध्य रहूंगा / रहूंगी। ऋण की स्वीकृति के सम्बन्ध में 'निगम' के निर्णय एवं संबंधित नियमों का परिपालन करते
रहने के लिए मैं प्रतिज्ञाबद्ध हूँ।

प्रार्थी की सेवानिवृत्ति तिथि.....है।

दिनांक :

भवदीय,

प्रार्थी के हस्ताक्षर.....
प्रार्थी का पूरा नाम.....
पदनाम.....
पिता / पति का नाम.....
तैनाती का स्थान.....
स्थायी पता.....

(अग्रसारण अधिकारी के हस्ताक्षर एवं मुहर)

केवल कार्यालय उपयोगार्थ

कुल धनराशि.....
टर्मलोन 90 प्रतिशत (वार्षिक ब्याज दर 8 प्रतिशत)
लामार्थी अंश 10 प्रतिशत.....
उक्त ब्रेक-अप के अनुसार धनराशि / ऋण की स्वीकृति प्रदान की जाती है।

महाप्रबन्धक

प्रबन्ध निदेशक

**उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम
एग्रीमेंट**

यह एग्रीमेंट आज वर्ष के मास के दिन श्री /श्रीमती/सुश्री
 पिता/पति श्री निवासी/ ग्राम पो.
 जिला वर्तमान विभाग में के पद पर कार्य कर रहे हैं, एक और
 इसमें आगे चलकर इन्हें प्रथम पक्ष कहा गया है तथा दूसरी ओर उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम है जिसे
 आगे द्वितीय पक्ष कहा गया है, के बीच निम्न शर्तों के साथ सम्पन्न हो रहा है:-
 प्रथम पक्ष ने कुल योजना लागत रु0 के सापेक्ष टर्मलोन ऋण (90:) के रूप में रु0
 (शब्दों में) की राशि 8 प्रतिशत वार्षिक

यहाँ लिग्न प्रकार से स्वीकार किया गया है

- अ) प्रथम पक्ष यह घोषणा करता है कि उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम के प्रबन्ध निदेशक/महाप्रबन्धक, अथवा अन्यत्र कहीं भी अधिकृत करता है कि वे उसके मासिक वेतन, भत्तों अथवा अन्य प्रकार से मिलने वाली किसी भी राशि के लिये एक ऋण अनिवार्य कटौती ब्याज की वसूली कर सकेंगे, जैसे कि यहां ऊपर स्वीकार किया गया है, इस राशि की कटौती करके दूसरे पक्ष को भुगतान करेंगे या ऐसी कोई मांग जो द्वितीय पक्ष, प्रथम पक्ष की तरफ से करे, पूरा करेंगे।
- ब) उक्त ऋण की अदायगी के बाद भी प्रथम पक्ष इस बात के लिए बाध्य है कि वह अनिवार्य कटौती का भुगतान करता रहे प्रथम पक्ष यहां भी अपने सेवायोजक को अधिकृत करता है कि यह ऋण की राशि की उसके मासिक वेतन व अन्य परिलब्धियों से वसूल करके द्वितीय पक्ष को भुगतान करता रहे।
- स) किसी मास में यदि प्रथम पक्ष वेतन का भत्ता व अन्य किसी प्रकार के राशि अर्जित नहीं कर सकता है, कारण चाहे कुछ भी हो तो प्रथम पक्ष अपने सेवायोजक को अधिकार देता है, कि वह आने वाले मास व मासों के वेतन व अन्य परिलब्धियों से इसकी वसूली करके द्वितीय पक्ष को भुगतान कर सकेगा।
- द) द्वितीय पक्ष के लिए इस बात की पूरी छूट होगी कि वह अपनी राशि चाहे किसी प्रकार की भी वसूली प्रथम पक्ष के वेतन व अन्य परिलब्धियों से कर सकेगा भले ही किसी मास में प्रथम पक्ष को परिस्थितियों के अनुसार कोई कठिनाई हो और वह कटौती करवाने में असमर्थता व्यक्त करे किन्तु सेवायोजक उसे कोई छूट नहीं दे सकेगा।
 प्रथम पक्ष अपने सेवायोजक को पुनः अधिकृत करता है कि उसके वेतन/परिलब्धियों/या प्रतिभूति अथवा कर्मचारी भविष्य निधि की राशि से जिस प्रकार विभागीय कटौती की वसूली के लिए रोकी जा सकती है या उसमें से राशि आहरित की जा सकती है ठीक उसी प्रकार से कटौती करवाने में द्वितीय पक्ष को किसी प्रकार की कोई आपत्ति नहीं होगी।
 उपर्युक्त लेख की पुष्टि व साक्ष्य हेतु दोनों पक्ष यहां अपने हस्ताक्षर व तिथि अंकित करते हैं:-

जमानती	
1) नाम..... पिता/पति..... पद व नाम..... स्थाई पता..... (मूल निवास) स्थान.....	प्रथम पक्ष नाम..... पुत्र श्री.....
हस्ताक्षर	
जमानती	
2) नाम..... पिता/पति..... पद व नाम..... स्थाई पता..... (मूल निवास) स्थान.....	द्वितीय पक्ष (जिला प्रबन्धक) हस्ताक्षर.....
हस्ताक्षर	सील

हम श्री/श्रीमती सुश्री.....

पुत्र/पुत्री/पत्नी श्री.....

निवासी.....

जो उत्तराखण्ड के.....

विभाग में मुलाजिम है का जमानती होना

स्वीकार करते हैं और इस बात के लिए वाध्य कि उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम,

प्रधान कार्यालय देहरादून द्वारा श्री/श्रीमती/सुश्री.....

को दिया उक्त ऋण मु०.....

(शब्दों में.....

) अथवा उसका कोई अंश यदि किसी कारण से

उनसे वसूल नहीं हो पाता तो हम ब्याज सहित उसका भुगतान करेंगे।

हम भी राज्य के आहरण वितरण अधिकारी.....

विभाग.....

अथवा कहीं भी अधिकार देते हैं व अधिकृत करते हैं कि उपर्युक्त ऋण अथवा उसके शेष अंश की वसूली हमारे
वेतन/भत्तों/परिलब्धियों या अन्य मदों से मासिक किरतों में भुगतान कर सकेंगे।

जमानतियों के पूरे हस्ताक्षर

जमानती	जमानती
1) नाम.....	2) नाम.....
पिता/पति.....	पिता/पति.....
कार्यालय का पता.....	कार्यालय का पता.....
हस्ताक्षर	हस्ताक्षर

प्रोनोट फार्म
उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम, प्रधान कार्यालय, देहरादून।

मैं.....पुत्र/पुत्री/पत्नी श्री.....

निवासी (घर का पता).....

पो0ओ0.....जिला.....मैंने उपर्युक्त निगम से मु0 रू0.....

(शब्दों में).....केवल, जिसके

90% प्रतिशत धनराशि.....रूपये होते हैं, ऋण के रूप में लिये हैं। मैं उपर्युक्त ऋण का भुगतान एग्रीमेंट में लिखित किरतों एवं शर्तों के अनुसार निर्धारित ब्याज सहित जमा करने हेतु बाध्य रहूंगा/रहूंगी। यदि किरत के भुगतान में चूक होगी तो उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम प्रधान कार्यालय को पूर्ण अधिकार होगा कि वह कुल रूपया ब्याज सहित एक साथ मुझसे या मेरे वारिसान से वसूल कर लें।

मैं यह भी वचन देता हूँ/देती हूँ कि इस ऋण के भुगतान के सम्बन्ध में निगम के नियमों एवं उप नियमों तथा भविष्य में इनमें समय-समय पर होने वाले संशोधनों का मैं पालन करूंगा/करूंगी।

ऋण लेने वाले सदस्य के पूर्ण हस्ताक्षर.....

श्री/श्रीमती/सुश्री.....से यदि प्रदत्त ऋण की वसूली नहीं होती तो उस राशि की वसूली "निगम" हमारे वेतन से एकमुश्त अथवा किरतों में करने के लिए अधिकृत होगा और हमें उसमें कोई आपत्ति नहीं होगी।

जमानती-1).....जमानती-2).....

रसीद

मुबलिक रू0.....(शब्दों में).....

रूपया ऋण उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम प्रधान कार्यालय देहरादून से बैंक या वचत खाता संख्या न0.....बैंक का नाम.....

.....के माध्यम से दिनांक.....में प्राप्त किया। रसीद लिख दी ताकि प्रमाण रहे और वक्त पर काम आवें।

ऋण प्राप्त करने वाले के हस्ताक्षर.....

दिनांक.....

सेवा में.

जिला प्रबन्धक,

उत्तराखण्ड अल्पसंख्यक कल्याण तथा

वक्फ विकास निगम,

जनपद

प्रमाणित किया जाता है कि श्री/श्रीमती सुश्री

पुत्र/पुत्री/पत्नी श्री.....

निवासी.....

वर्तमान में.....

के पद पर स्थायी/तदर्थ रूप

में कार्यरत हैं। इनकी सेवानिवृत्ति की तिथि.....

है तथा इनकी मासिक परिलब्धियों का

विवरण निम्न प्रकार है:-

मूल वेतन.....

महगाई भत्ता.....

अन्य भत्ते.....

कुल परिलब्धियाँ.....

कटौती का विवरण (निगम के अतिरिक्त).....

शुद्ध वेतन.....

यह कि उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम लि० से लिए ऋण की कटौती कर्मचारी के मासिक वेतन से की जाएगी। संबंधित कर्मचारी की कटौती निगम से अनापत्ति प्रमाण पत्र प्राप्त होने के पश्चात् ही स्थगित की जायेगी

आहरण वितरण अधिकारी के हस्ताक्षर व मुहर

प्रबन्ध निदेशक,

उत्तराखण्ड अल्पसंख्यक कल्याण तथा

वक्फ विकास निगम, देहरादून।

प्रमाणित किया जाता है कि श्री/श्रीमती/सुश्री.....

में नियमित

कर्मचारी पुत्र/पुत्री/पत्नी.....

इनके द्वारा किये गये आवेदन के क्रम में 'निगम' द्वारा

धनराशि रु०.....

(शब्दों में.....)

का ऋण स्वीकृत किये जाने की संस्तुति की जाती है।

जिला प्रबन्धक,

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम.....

शपथ पत्र

(₹ 100/- के नॉन जूडिशियल स्टाम्प पर नोटरी सहित)

समक्ष:- प्रबन्ध निदेशक / महाप्रबन्धक, उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम, देहरादून।

शपथ ओर से श्री / श्रीमती / सुश्री

पुत्र / पत्नी / पुत्री श्री

निवास (स्थायी पता)

में उपर्युक्त शपथकर्ता निम्न शपथ करता / करती हूँ:-

1. यह कि शपथकर्ता का उपर्युक्त नाम व स्थायी पता सत्य है।
2. यह कि शपथकर्ता विभाग में कार्यरत है।
3. यह कि शपथकर्ता अल्पसंख्यक समुदाय का सदस्य / अल्पसंख्यक कल्याण निदेशालय, उत्तराखण्ड देहरादून के अन्तर्गत समस्त अधीनस्थ कार्यालयों / निकायों का नियमित कर्मचारी है। (शारानादेशनुसार)
4. यह कि शपथकर्ता ने निगम से ऋण लेने हेतु अपना आवेदन पत्र निगम के जनपदीय कार्यालय में जमा किया है / कर रहा है।
5. यह कि शपथकर्ता ने अपने ऋण आवेदन-पत्र में दो सदस्यों की जमानत दे रखी है जो कि क्रम संख्या एक एवं दो पर है।
6. यह कि शपथकर्ता ने जो दो सदस्यों की जमानत दे रखी है, वे विभाग के कर्मचारी हैं।
7. यह कि दोनों जमानतियों के हस्ताक्षर जमानत देने के ही हैं एवं जो हस्ताक्षर सदस्य द्वारा विभाग से वेतन आहरण करने के लिए किये जाते हैं वहीं हस्ताक्षर ऋण आवेदन पत्र पर जमानतियों (सदस्यों) द्वारा किये गये हैं।
8. यह कि शपथकर्ता द्वारा निर्धारित लाभार्थी अंश निगम कार्यालय में जमा कर दिया जायेगा।
9. यह कि मेरे ऋण लेने के उपरान्त दोनों में से कोई भी जमानती यदि यह कहे कि जमानती में मेरे हस्ताक्षर नहीं है अथवा फर्जी हैं तो मेरी व्यक्तिगत जिम्मेदारी होगी कि मैं प्रमाणित करूंगा कि जो जमानती मेरे द्वारा दिये गये हैं उनके हस्ताक्षर मूल में वही हैं जो उनके द्वारा किया जाता है।
10. यह कि ऋण लेने के उपरान्त भविष्य में यदि मेरे द्वारा दिये गये जमानती के हस्ताक्षर फर्जी पाये जाते हैं तो मैं पूर्ण रूप से जिम्मेदार रहूंगा / रहूंगी तथा निगम को पूरा अधिकार होगा कि मेरे द्वारा विभागीय कार्यवाही के साथ ही सक्षम न्यायालय में कार्यवाही करने में स्वतंत्र एवं सक्षम होंगे।
11. यह कि मैं स्वयं निगम के कार्यालय में जाकर अपना ऋण आवेदन जमा कर रहा हूँ / रही हूँ एवं समिति के अधिकारियों के समक्ष अपने हस्ताक्षर कर रहा हूँ / रही हूँ।

मैं शपथकर्ता आज दिनांक को पुष्टि करता हूँ / करती हूँ कि उपर्युक्त शपथ पत्र जो मेरे द्वारा दिया जा रहा है सही एवं सत्य है।

हस्ताक्षर शपथकर्ता

नाम

पिता / पति का नाम

दिभागीय पता

दिनांक :

नोट:- ऋण आवेदनकर्ता जिला प्रबन्धक, उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम जनपद में आकर अपना ऋण आवेदन प्रस्तुत कर अपने हस्ताक्षर प्रमाणित कराये, अन्यथा ऋण आवेदन जमा नहीं किये जायेगा। वेतनपथी लगाना अनिवार्य है।

दर्शकोन आवेदन-पत्र

एकसरे-1

राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम

क्रम सं०-

(भारत सरकार का उपक्रम)

स्कोप भौमार, कोर-1 प्रथम तल, लखीनगर, दिल्ली-110092

टोल फ्री न०-14492, वेबसाईट www.nmdfc.org

टेलीफोन न० 011-22441436/42/43/44/63/55



NMDFC

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

(उत्तराखण्ड सरकार का उपक्रम)

प्रधान कार्यालय - अल्पसंख्यक कल्याण नवन हाहीद मगत सिंह कालोनी, अघोईवाला, देहरादून.

वेबसाईट-www.alpsankhyak.org.in ई-मेल alpsankhyak13@gmail.com

टेलीफोन न० 0135-2788723



पासपोर्ट आकार
का नवीनतम
छायाचित्र

1. आवेदन का नाम आधार न० मो
2. पिता/पति का नाम आधार न० मो
3. स्थाई पता - ग्राम/नो० पिन
तहसील विकासखण्ड जनपद
4. जाति उपजाति

(सक्षम अधिकारी द्वारा निर्गत जाति प्रमाण पत्र संलग्न करें।)

5. मासिक/वार्षिक आय (तहसीलदार द्वारा प्रदत्त प्रमाण पत्र संलग्न करें)
6. स्थाई निवास प्रमाण पत्र (राशन कार्ड) मतदाता सूची/फोटो पहचान पत्र बिजली का बिल आदि संलग्न करें।)
7. जन्मतिथि (ग्राम पंचायत/नगर पालिका या विद्यालय द्वारा जारी किया गया जन्म प्रमाण पत्र, आयु 18 से 55 वर्ष के बीच हो)
8. शैक्षणिक तथा तकनीकी पृष्ठभूमि/कार्यानुभव यदि कोई हो
9. प्रस्तावित योजना का नाम लागत स्थान/कार्यस्थल
परियोजना रिपोर्ट संलग्न करें।)
10. वर्तमान गतिविधियां
- वित्तीय स्थिति (सम्पत्ति का विवरण) जमीन यकान अनुमानित मूल्य रु
11. जमानतदारों के नाम व पता (सम्पत्ति का विवरण) जमीन संलग्न करें, यदि किसी विभाग/संस्था में सेवारत हो तो विभाग का नाम पद व पता स्पष्ट लिखें।
अ
ब
आधार न० आधार न०
12. क्या पूर्व में किसी योजना के अन्तर्गत वित्तीय सहायता (ऋण/अनुदान) प्राप्त किया था? हाँ/नहीं, यदि हाँ तो विवरण दे।
विवरण विभाग का नाम
प्राप्त सहायता वसूल की स्थिति
13. पूर्व में प्राप्त ऋण के अंश की वसूली की अद्यावधिक स्थिति अथवा इसी उद्देश्य हेतु विकास खण्ड/जनपद/राज्य के किसी वितीय संस्थान/विभाग/अन्य स्रोत से ऋण/अनुदान प्राप्त नहीं किया है या ही प्रकाशित है। (रु 10/- स्टाम्प पेपर पर नोटरी द्वारा शपथ पत्र प्रस्तुत किया जाये) प्रमाणित किया जाता है कि उपरोक्त तथ्य पूर्णतः सही एवं वास्तविकता पर आधारित है तथा जो प्रमाण पत्र संलग्न किये जा रहे हैं। वह सक्षम अधिकारी के द्वारा प्रदत्त हैं। यदि कोई तथ्य सत्यता से परे पाया जाता है या छुपाया जाता है तो उसके लिए मैं पूर्ण रूप से उत्तरदायी रहूँगा।

स्थान-

दिनांक-

आवेदन का नाम व हस्ताक्षर

नोट- प्रार्थना पत्र के समस्त कॉलम स्वच्छ भाषा में भरे होने चाहिये। अपूर्ण प्रार्थना पत्र निरस्त कर दिये जायेंगे।

(केवल कार्यालय प्रयोग हेतु)

लाभार्थी श्री/श्रीमती/कु०

पुत्र/पुत्री/पत्नी

निवास का उक्त प्रार्थना पत्र दिनांक को प्राप्त हुआ। अभ्यर्थी द्वारा दिए गए तथ्यों की जांच कर ली गई है एवं संलग्न प्रपत्रों की प्रमाणिकता की पुष्टि कर ली गई है जो सही पाई गई है। निगम के अभिलेखों की पुष्टि के उपरान्त यह प्रमाणित किया जाता है कि लाभार्थी द्वारा इससे पूर्व ऋण/अनुदान किसी भी योजनान्तर्गत नहीं लिया गया है। लाभार्थी पात्रता के अन्तर्गत है। अतः प्रस्तुत योजना जो आर्थिक दृष्टि से परिपुष्ट है क लागत रु० प्रतिशत अनुदान मानते हुए राष्ट्रीय निगम का ऋण एवं लाभार्थी अंश के रूप में प्रतिशत मार्जिन मनी ऋण की स्वीकृति की संस्तुति की जाती है।

निगम कर्म/सहायक समाज कल्याण अधिकारी/खण्ड विकास अधिकारी

(पदनाम मुहर सहित)

सहायक प्रबन्धक/जिलास०क०अधि०/जिलाअल्प०क०अधि०/पदेन जिला प्रबन्धक

(पदनाम मुहर सहित)

(राज्य स्तरीय चयन समिति के प्रयोगार्थी)

जनपदीय स्तरीय ऋण स्वीकृति समिति के संस्तुति के आधार पर श्री/श्रीमती/कु० निवासी को राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम पुत्र/पुत्री/पत्नी श्री द्वारा संचालित योजना की लागत रु० मानते हुए लाभार्थी अंश मियादी ऋण प्रतिशत ब्याज दर पर अनुदान रु० एवं रु० के रूप में मानते हुए स्वीकृत किया जाता है।

उप महाप्रबन्धक
(योजना प्रभारी)

महाप्रबन्धक

प्रबन्ध निदेशक

शिक्षा ऋण आवेदन-पत्र

राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम

(भारत सरकार का उपक्रम)

रकोप मीनार, कोर-1, त्रयम तल, लक्ष्मीनगर, दिल्ली-110092
टोल फ्री नं०-14402, वेबसाइट-www.nmdfc.org
टेलीफोन नं० 011-22441436/42/43/44/53/55

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

(उत्तराखण्ड सरकार का उपक्रम)

प्रधान कार्यालय- अल्पसंख्यक कल्याण भवन, शाहीद भगत सिंह कालोनी, अमोईवाला, देहरादून
वेबसाइट-www.apsankhyak.org.in ई-मेल alpsankhyak1@gmail.com
टेलीफोन नं० 0135-2788723



एनव्हाइ-1

क्रम सं०-

1. आवेदक का नाम.....
NAME OF APPLICANT

2. पिता का नाम.....
FATHER'S NAME

3. आवेदक के पिता/संरक्षक पर आश्रित परिवार के सदस्यों का विवरण
Details of family members dependent upon the applicant's father's/guardian

प्रमाणित फोटो
ATTESTED
PHOTOGRAPH

क्र०सं०	नाम	लिंग	आयु	आवेदक के सम्बन्ध	पेशा
1					
2					
3					
4					

4. अ. धर्म Religion.....
ब. क्या आवेदक अनुसूचित जाति अथवा जनजाति का सदस्य है.....
B- Is the applicant a member of scheduled cast/tribe.....

5. पिता का व्यवसाय.....
Father's occupation.....

6. आवेदक के परिवार की वार्षिक आमदनी.....
Total annual income of the family.....

नोट:- परिवार की आय के सम्बन्ध में सरकारी कर्मचारी की दशा में सेवा नियोजक द्वारा तथा अन्य मामलों से सम्बन्धित तहसीलदार द्वारा प्रदत्त प्रमाण-पत्र संलग्न किया जाये।

Note:- In case of employee a certificate from the employer and in other cases certificate from the Tehsildar concerned should attached about the family income.

7. आवेदक का वर्तमान पता.....
Present Address of the applicant.....

8. स्थाई पता.....
Permanent Address.....

9. जन्मतिथि DATE OF BIRTH.....

10. टेलीफोन नं०/ मोबाईल नम्बर.....

11. आकाश नम्बर.....

12. शैक्षिक योग्यता हाई स्कूल के बाद

क्रमांक S. No.	परीक्षा का नाम Name of exam	पास होने का वर्ष year of passing	शैक्षिक संस्था का नाम Name of educational institute	परीक्षा के विषय subject	प्राप्तार्क Marks obtained	श्रेणी/डिवीजन Divison
1						
2						
3						
4						

11. प्रोफेशनल कोर्स का विवरण.....

Details of professional courses.....

कोर्स का नाम Name of course	संस्था का नाम Name of institute	कोर्स की कुल अवधि Duration of course	प्रवेश वर्ष Admission year	वर्तमान वर्ष Current year

(ब/ब) उपरोक्त प्रोफेशनल कोर्स में दाखिला खुले मुकाबले की परीक्षा से हुआ अथवा नहीं, हां/नहीं।
Whether admission to the professional courses is through an open competition or No/Yes.

12. अवधि जिसके लिये कर्ज की जरूरत है (वर्षों में).....
Period for which loan required (no. of years).....

13. मैं प्रमाणित करता हूँ कि मेरे द्वारा आवेदन पत्र में जो भी सूचनाएँ दी जा रही हैं तथा स्वीकृति की दशा में निगम की शैक्षिक ऋण योजना की सभी शर्तों के अनुपालन के लिए बाध्य हूँ।

स्थान-
दिनांक-

आवेदक का नाम व हस्ताक्षर

I certify that information furnished by me in this application from is correct and I am case of sanction agree to abide by all the terms and conditions of Educations of Educational loan for minorities prescribed by the corporation.

संलग्नक

Attached

घ. चरित्र प्रमाण पत्र

छ. फीस स्ट्रक्चर

e. Character Certificate

f. fee structure

14. शैक्षिक संस्था

सत्यापन किया जाता है कि -

क- आवेदक इस संस्था का विद्यार्थी है तथा उसका उपरोक्त प्रोफेशनल कोर्स में दाखिला खुले मुकाबले की परीक्षा के माध्यम से हुआ है।

ख- शैक्षिक संस्था में उपरोक्त प्रोफेशनल कोर्स राज्य सरकार/केंद्र सरकार से मान्यता प्राप्त है।

ग- जहाँ तक मेरी जानकारी है, आवेदक द्वारा जो जानकारी उपर दी गई है वह सही है।

घ- आवेदक का आवेदन पत्र शैक्षिक ऋण हेतु अनुमोदन के लिए संस्तुत किया जाता है।

It is certified that-

a- The applicant is a students of the institution has got admission the above professional course through an open entrance examination.

b- The institution is recognized by state/central government for the above mentioned course.

c- The information supplied by the applicant is correct to the best of my knowledge.

d- The applicant application for Education loan is hereby recommended for approval.

सहायक प्रबन्धक/जिला प्रबन्धक के हस्ताक्षर
(शील सहित)

शैक्षिक संस्था के प्रधानाचार्य
के हस्ताक्षर (शील सहित)
Signature of the Head
of the Institution
(With Seal)

राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम

(भारत सरकार का उपक्रम)

स्क्रीन गीनार, कोर-1, प्रथम तल, लक्ष्मीनगर, दिल्ली-110092
टोल फ्री नं०-14402, वेबसाइट-www.nmdfc.org
टेलीफोन नं० 011-22411436/42/43/44/53/55

क्रम सं०-



उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

(उत्तराखण्ड सरकार का उपक्रम)

प्रधान कार्यालय- अल्पसंख्यक कल्याण भवन, शहीद गंगत सिंह कार्लोनी, जघोईबाला, देहरादून
वेबसाइट-www.apsankhyak.org.in ई-मेल apsankhyak1@gmail.com
टेलीफोन नं० 0135-2780723



1. आवेदक का नाम.....
2. पिता/पति का नाम.....
3. स्थाई पता-ग्राम/मोहल्ला..... पो.
तहसील..... विकासखण्ड..... जनपद.....
4. जाति..... उपजाति.....
(सक्षम अधिकारी द्वारा निर्गत जाति प्रमाण पत्र संलग्न करें)
5. मासिक/वार्षिक आय..... (तहसीलदार द्वारा प्रदत्त प्रमाण पत्र संलग्न करें)
6. स्थाई निवास प्रमाण पत्र..... (रिफ्रन कार्ड)या/पता सूची/फोटो पहचान पत्र (बजली का बिल आदि संलग्न करें।)
7. जन्मतिथि..... (ग्राम पंचायत/नगरपालिका या विभाजन द्वारा जारी किया गया जन्म आयु का प्रमाण 18 से 55 वर्ष के बीच हो।)
8. शैक्षणिक तथा तकनीकी पृष्ठभूमि/कार्यनुभव यदि कोई हो.....
9. प्रस्तावित योजना का नाम..... लागत..... स्थान/कार्यस्थल.....
(परियोजना रिपोर्ट संलग्न करें।)
10. वर्तमान गतिविधियाँ..... वित्तीय स्थिति.....
(सम्पत्ति का विवरण) जमीन..... मकान..... अनुमानित लागत ₹०.....
11. टेलीफोन नं०/ मोबाईल नम्बर.....
12. आधार नम्बर.....
13. जन्मतदारों के नाम व पता (सम्पत्ति का विवरण संलग्न करें यदि किसी विभाग/संस्था में सेवारत हो तो विभाग का नाम पता स्पष्ट लिखें।)

पासपोर्ट साइज का नवीनतम छायाचित्र

14. क्या पूर्व में किसी योजना के अन्तर्गत वित्तीय सहायता(ऋण/अनुदान) प्राप्त किया था हाँ/नहीं यदि हाँ तो विवरण दें-
विवरण..... विनाम का नाम.....
प्राप्त सहायता..... वसूली की स्थिति.....
15. पूर्व में प्राप्त ऋण के अंश की वसूली की सहायक स्थिति अथवा इसी उद्देश्य हेतु विकासखण्ड/जनपद/राज्य के किसी वित्तीय संस्थान/विभाग/अन्य स्रोत से ऋण/अनुदान प्राप्त नहीं किया है या ही बकायेदार हूँ। (₹० 10/-के स्टाम्प पेपर पर नोटरी द्वारा शपथ पत्र प्रस्तुत किया जाये।)

प्रमाणित किया जाता है कि उपरोक्त तथ्य पूर्णतः सही एवं वास्तविकता पर अभिरुति है तथा जो प्रमाण पत्र संलग्न किये जा रहे हैं वह सक्षम अधिकारी द्वारा प्रदत्त हैं। यदि कोई तथ्य सत्यता से परो पाया जाता है या छुपाया जाता है तो उसके लिये मैं पूर्ण रूप से उत्तरदायी रहूंगा।

स्थान-.....
दिनांक-.....
नोट- प्रार्थना पत्र के समस्त कॉलम सम्यक् भाग में भरे होने चाहिये। अपूर्ण प्रार्थना पत्र निरस्त कर दिये जाएंगे।

आवेदक का नाम व हस्ताक्षर

(फैक्ट कार्यालय प्रयोग हेतु)

लाभार्थी श्री/श्रीमती/कुटुम्बिका पुत्र/पुत्री/पत्नी
निम्नलिखित का स्वतंत्र प्रयोग पत्र दिनांक को प्राप्त हुआ। अन्वर्थी द्वारा दिए गए तथ्यों की जांच कर ली गई है एवं संलग्न प्रपत्रों की प्रामाणिकता की जांच कर ली गई है जो सही पाई गई है। निम्न के अभिलेखों की मुद्रित के उपरान्त यह प्रमाणित किया जाता है कि लाभार्थी द्वारा इनसे पूर्व अनुदान/अनुदान किसी भी योजना-वर्ग में नहीं लिया गया है। लाभार्थी पात्रता के अन्तर्गत है। अतः प्रस्तुत योजना जो आर्थिक दृष्टि से परिपुष्ट है क लागत रु० मानते हुए राष्ट्रीय निगम का ऋण प्रतिशत भाजित मनी ऋण प्रतिशत अनुदान एवं लाभार्थी अंश के रूप में को स्वीकृति की संस्तुति की जाती है।

निगम कर्म/सहायक इन्साज कल्याण अधिकारी/संयुक्त विकास अधिकारी
(पदनाम मुहर सहित)

सहायक प्रबंधक/जिलासहायक/जिलाउत्पादक/पदेन जिला प्रबंधक
(पदनाम मुहर सहित)

(राज्य स्तरीय चयन समिति के प्रयोगार्थ)

जनपदीय स्तरीय ऋण स्वीकृति समिति के संस्तुति के आधार पर श्री/श्रीमती/कुटुम्बिका पुत्र/पुत्री/पत्नी श्री निवासी को राष्ट्रीय अल्पसंख्यक विकास एवं वित्त निगम द्वारा संचालित योजना की लागत रु० मानते हुए मियादी ऋण प्रतिशत भाजित दर पर अनुदान रु० एवं रु० लाभार्थी अंश के रूप में मानते हुए स्वीकृत किया जाता है।

रूप महाप्रबंधक
(योजना प्रभारी)

महाप्रबंधक

प्रबन्ध निदेशक

उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

जनपद.....

बेवर पत्र

(जिसमें केवल अनुदान दिया जाना है, उपलब्ध अनुदान हेतु प्रोनोट)

पासपोर्ट आकार
का नवीनतम
छायाचित्र

मैं/हम..... आधार नं०..... मो.....

पुत्र श्री..... आधार नं०..... मो.....

ग्राम/मोहल्ला..... पोस्ट..... जिला..... यह प्रतिज्ञा करता/करते

हूँ/हैं कि मेरे/हमारे द्वारा प्रस्तावित..... योजना/उद्योग/व्यवसाय की

लागत रु०..... मानते हुए..... बैंक.....

तथा शाखा का नाम/द्वारा स्वीकृत रु०..... के ऋण के आधार पर मुझे ६ हमें उत्तराखण्ड

अल्पसंख्यक कल्याण तथा वक्फ विकास निगम से प्राप्त रु०..... के अनुदान का सदुपयोग

करूंगा/करेंगे। जिस प्रयोजन हेतु उक्त वित्तीय सुविधा प्राप्ता हुई है, यदि मैं निगम के किसी नियम/शर्त का उल्लंघन

करता/करते पाया जाऊं/जायें तो निगम के प्राप्त अनुदान रु०..... की धनराशि बिना प्रोनोट के ही वापिस

कर दूंगा/देंगे।

साक्षी के हस्ताक्षर

हस्ताक्षर प्रार्थी

साक्षी नं.1 हस्ताक्षर नाम एवं पता

आधार नं०..... मो.....

साक्षी नं.2 हस्ताक्षर नाम एवं पता

आधार नं०..... मो.....

प्रमाणित किया जाता है कि उपरोक्त बेवर पत्र मेरे समक्ष भर कर श्री..... ने हस्ताक्षर किया है।

सहायक प्रबन्धक/सहायक विकास अधिकारी/
ग्राम विकास अधिकारी के हस्ताक्षर

प्रति हस्ताक्षरित
जिला प्रबंधक, उ० अल्प कल्याण तथा वक्फ विकास निगम/खण्ड विकास अधिकारी



उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

बुक सं: 480

क्र.सं: 001

जनपद:

दिनांक

श्री / श्रीमती / कु पुत्र / पत्नी / पुत्री
 निवासी से
 रु (अंकों में) (शब्दों में)
 टर्मलोन / मार्जिन मनी ऋण /
 शिक्षा ऋण / अल्प स्वरोजगार ऋण की किस्त संख्या के भुगतान स्वरूप प्राप्त किया।

रु.

ह. प्राप्ताकर्ता

ह. लेखाकार

ह. जिला प्रबन्धक



उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

बुक सं: 480

क्र.सं: 001

जनपद:

दिनांक

श्री / श्रीमती / कु पुत्र / पत्नी / पुत्री
 निवासी से
 रु (अंकों में) (शब्दों में)
 टर्मलोन / मार्जिन मनी ऋण /
 शिक्षा ऋण / अल्प स्वरोजगार ऋण की किस्त संख्या के भुगतान स्वरूप प्राप्त किया।

रु.

ह. प्राप्ताकर्ता

ह. लेखाकार

ह. जिला प्रबन्धक



उत्तराखण्ड अल्पसंख्यक कल्याण तथा वक्फ विकास निगम

बुक सं: 480

क्र.सं: 001

जनपद:

दिनांक

श्री / श्रीमती / कु पुत्र / पत्नी / पुत्री
 निवासी से
 रु (अंकों में) (शब्दों में)
 टर्मलोन / मार्जिन मनी ऋण /
 शिक्षा ऋण / अल्प स्वरोजगार ऋण की किस्त संख्या के भुगतान स्वरूप प्राप्त किया।

रु.

ह. प्राप्ताकर्ता

ह. लेखाकार

ह. जिला प्रबन्धक

DEED OF STATE GOVERNMENT GUARANTEE

THIS DEED OF GUARANTEE executed at Dehradun. This Wednesday, 01 Feb 2006 the president of India/ the Governor of the State/U.T of Uttaranchal (hereinafter referred to as "The Governor" which expression shall, unless it be repugnant to the subject or context thereof, include its successors in office.)

IN FAVOUR OF

NATIONAL MINORITIES DEVELOPMENT AND FINANCE CORPORATION

Hereinafter referred to as "NMDFC", a government undertaking. Incorporated under Section 25 of the Companies Act, 1956 having its registered office at 1, Taimoor Nager, opp. D-996 New Friends Colony, New Delhi-110065, hereinafter referred to as "the NMDFC", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns.

WHEREAS:

- 6- The Uttranchal Alp Sankhyak Kalyan Tatha Waqf Vikas Nigam, Street no. 1, H.No.1 Vasant vihar Enclave Dehradun. (Name and Address of the Channelizing Agency) (hereinafter referred to as the "Channelizing Agency") intends to undertake various projects for the benefit of members of minorities in the State/UT of Uttaranchal.
- 7- The channelizing agency intends to obtain from the NMDFC loans/margin money assistance or any other financial assistance which NMDFC may agree to sanction from time to time to Rs. Five Crores (hereinafter referred to as the "said loans") for implementation of the project (s), embodied in the loan agreement already executed between NMDFC and the Channelizing Agency on 1 feb 2006 (Date of LA) for the said loans. Hereinafter referred to as " the Loan Agreement".
- 8- NMDFC will sanction loan to the Channelizing Agency for each scheme/project after proper appraisal of project/ scheme and requirements of funds therefore on such terms and conditions as may be stipulated by NMDFC with the overall limit of Rs. Five Crores hereinbefore mentioned and each loan is to be treated separately in so far as the schedule of repayment of principal and payment of interest/service charges and maintenance of account both by NMDFC and the Channelizing agency are concerned.
- 9- NMDFC has stipulated in the said loan agreement that the repayment of the principal of the loan agreement that the repayment of the principal of the loan sanctioned by NMDFC to the channelizing agency for each project/scheme together with interest/service charges/commitment charges at the rate stipulated therein within the overall limits or Rs. Five

- Crores (5,00,00,000.00) hereinbefore mentioned be guaranteed by the Guarantor in the manner hereinafter appearing.
- 10- The guarantor has now at the request of the Channelizing Agency agreed to furnish such guarantee in favour of the NMDFC as hereinafter mentioned.

NOW IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES HERE TO
AS FOLLOWS:

- XII. That to enable the channelizing agency to obtain NMDFC the said loans on the terms and conditions contained in the loan agreement for implementing the scheme(s)/project(s) and in consideration of the aforesaid premises. The guarantor hereby fully unconditionally and irrevocably guarantee to the NMDFC the due repayment by the channelizing agency to the NMDFC of each loan sanctioned by NMDFC for the projects/schemes mentioned in the said loan hereinabove mentioned and the due payment of interest by the installment/instalment(s) thereof as shall become due and payable in respect of that loan and in the event of the Channelizing Agency's failure to repay that loan or any part or parts thereof and/or to pay any interest/ service charges/ commitment charges that will become due, and payable and remain due and unpaid by the channelizing agency to the NMDFC the guarantor shall on demand by NMDFC pay the same to the NMDFC.
- XIII. That NMDFC shall give intimation to the guarantor of the sanction of each loan to the channelizing agency and the terms and condition thereof as accepted by the channelizing agency, and on such intimation it shall from the part of the said loan agreement.
- XIV. That the guarantee hereby given shall be a continuing guarantee for all amounts advanced and or to be advanced by NMDFC to the channelizing agency from time to time the extent and upto the limit of the amount agreed to be advanced under the aforesaid loan agreement together with the interest/service charges/ commitment charges at the stipulated rate and costs. Charges and other monies payable to NMDFC by the channelizing agency and shall not be time or times hereafter of any sum or sums of money for the time being due under the aforesaid loan agreement or any of them by way of principal or interest but shall extend to cover and be as security for all future sums at any time or times due thereafter under the said loan agreement AND this guarantee shall continue until all the dues of the NMDFC under the said loan agreement have been paid in full or otherwise fully discharged by guarantor to the satisfaction of the NMDFC irrespective of any part payment or payments.

- XV. That the Guarantor do hereby consent to the NMDFC making any variance that it may think fit in any of the terms of the said loan agreement at any time here in after and agrees that such variance shall not in any way affect the liability or the guarantor under the guarantee hereby given.
- XVI. That any neglect or the forbearance of the NMDFC enforcing the payment or repayment to it of the loans or any installment/installments thereof or interest /service charges/ commitment charges thereon under the said loan agreement, payment or repayment whereof is intended to be hereby secured or giving of time by NMDFC for the payment or repayment thereof shall not in any way release the guarantor of his liability under the guarantee hereinbefore contained.
- XVII. The guarantor hereby agrees and declares that the NMDFC will not be bound or compelled to take any proceeding whatsoever or realization of any of the dues of the NMDFC from or against the channelizing agency under and in pursuance of the guarantee hereby given so that the guarantor shall be liable and bound to pay all such dues to the NMDFC as shall be or become due and payable by the channelizing agency as if the guarantor were the principal debtor notwithstanding that no proceedings whatsoever shall have been taken by the NMDFC against the channelizing agency for recovery enforcement or realization of any such dues.
- XVIII. That any amount intimate by the NMDFC as outstanding against the channelizing agency in respect of any from advanced for the project(s) or in interest of all the project (s)/scheme(s) under the said loan agreement shall be conclusive and binding against the guarantor and shall not be questioned by the guarantor.
- XIX. That in the event of default in the payment of any installments of principal and for interest/service charges/commitment charges or breach of any of the terms condition of any loan by the channelizing agency the NMDFC may without prejudice tot its other rights recall loan or all the outstanding loans under the said loan agreement and in the event of failure on the part of the channelizing agency to make.
- XX. Payment as required by the NMDFC, the guarantor shall pay forthwith the amount as and when demanded by the NMDFC.
- XXI. The guarantor do hereby declare that the guarantee hereby given by the guarantor is within the limits fixed/no limits has been fixed by the legislature of the state of Uttaranchal under Article 293(1) of the constitution of India.
- XXII. The stamps duty if any, payable on this Deed of Guarantee as to be bound by the state government the Guarantor herein.

IN WITNESS WHEREOF the within named guarantor has caused these presents to be executed by the hand of (1) Shri Madan Singh (2) Shri Syed Rahat Ali (Name & Designation) it's authorized official on the day month and year first here in above written.

SIGNED AND DELIVERED

For and on behalf of the)
Governor of the State)
Of Uttaranchal))
by hand of

For and on behalf of the
Governor of the State of
Uttaranchal

Shri.....

.....
(Name and Designation))

It's Authorized official)

Name and Designation

1.

2.

**UTTARAKHAND ALPSANKHYAK
KALYAN TATHA WAQF VIKAS NIGAM LIMITED**

(COMPANY LIMITED BY SHARES)

HEAD OFFICE - DEHRADUN



**MEMORANDUM OF ASSOCIATION
AND
ARTICLE OF ASSOCIATION**



MEMORANDUM AND ARTICLES OF
ASSOCIATIONS
OF

UTTARAKHAND ALPSANKHYAK KALYAN
TATHA WAQF VIKAS NIGAM



प्रारूप आई० आर०

Form I. R.

निगमन का प्रमाण पत्र

CERTIFICATE OF INCORPORATION

ता०..... का सं०.....

No. U9199OUR2005NPL029402 of.....

मैं एतद् द्वारा प्रमाणित करता हूँ कि आज.....

..... कम्पनी अधिनियम
१९५६ (१९५६ का १) के अधीन निगमित की गई है और यह कम्पनी परिसीमित है।

I hereby certify that...UTTARANCHAL ALP. SANKHYAK KALYAN
TATHA WAKF VIKAS NIGAM

..... section 25 of..... is
this day incorporated under the companies act, 1956 (No. 1 of 1956) and that
company is limited.

मेरे हस्ताक्षर से आज ता०.....को दिया गया।

Given under my hand at...Kanpur.....this...5th.....day
of January.....Two thousand Five



Har Lal
(HAR LAL) 96/1/05
कम्पनी रजिस्ट्रार

उ० प्र० एवं उत्तरांचल कानपुर

Registrar of Companies

U. P. & UTTARANCHAL, KANPUR

जे.एस.सी.-१/।.S.C.-1

THE COMPANIES ACT, 1956
MEMORANDUM OF ASSOCIATION
OF

UTTARAKHAND ALP SANKHYAK KALYAN TATHA WAQF VIKAS NIGAM
A COMPANY LIMITED BY SHARES NOT FOR PROFIT U/S 25 OF THE COMPANIES ACT, 1956

- I The name of the Company is "Uttarakhand Alpsankhyak Kalyan Tatha Waqf Vikas Nigam.
- II The Registered office of the Company will be situated in the State of Uttarakhand.
- III The objects for which the company is established are :

(A) The main objects to be pursued by the company on its incorporation are :

1. To promote, aid, assist, organise, finance and develop the task of socioeconomic and educational upliftment of the Minorities (Which term means and includes Muslims, Christians, Sikhs, Buddhists, Zoroastrians, Jains and any other class of persons declared as such by the State Government) in the State of Uttarakhand.
2. To help manage, establish, operate and conduct establishments, undertakings and enterprises of any description whatsoever which in the opinion of the Company are likely to facilitate accelerate the development of Minorities in the State of Uttarakhand in particular help in establishment of industrial, agricultural, trading business and professional undertakings.
3. To provide financial, technical, managerial, marketing, development or any other assistance and guidance to any establishment, undertakings or enterprise of any description whatsoever which in the opinion of the Company are likely to facilitate or accelerate the development of the Minorities in the State of Uttarakhand in accordance with the policies framed by the State Government.

(B) The object incidental or ancillary to the attainment of Main Object :

1. To advance loans in cash or kind, stand guarantor, to surety or provide assistance in getting on hire purchase/installments or otherwise on easy terms to the members of Minorities who want to start industry, business or profession.
2. To plan, promote and undertake on its own or in collaboration with or through such Minorities organisations or any member of the Minorities or other agencies as may be approved by the Board of Directors, to augment its resources and to provide employment to the Minorities such programmes and projects of agricultural, and Industrial development and operations connected there with such as marketing, processing, supply and storage of agricultural, produce, small scale industry, building construction, transport, any Industrial activity and such other business, trade or activity as may be deemed fit.
3. To advance loans (interest free or otherwise) on easy terms, sanction subsidy and meet high rate of interest or other loans to the Minorities and also to act as an agent of the Government for distribution of loans and subsidies and/ or implementation of any programme/ scheme project as the State Government in this regard may direct from time to time provided that the company shall not carry on the business of Banking as defined in the Banking Regulations Act, 1949.
4. To assist by advancing loans to Minorities and their organisation in cash or in kind or by other way in setting up or undertaking the agricultural and industrial development by manufacturing repairing, selling, servicing, selling and buying, importing and exporting, bartering, manipulating giving on lease or hiring or improving, converting or doing any thing else, the agricultural machinery and implements of all types of agricultural produce and land of whatsoever kind and further in taking up the activities of development of dairy, poultry piggery, sheep, cattle breeding, live stock farms, horticulture, pisciculture, sericulture, cow-keeping, sheep and goat-keeping, keeping of beehives to produce and to gather honey to do the work of millers, gardeners and other agricultural activities what ever as may be deemed fit subject to the policies framed by the State Government in this regard.

5. To assist Minorities in bringing out agro-industries, other small or large scale or cottage industries of every type and other skills like setting up of brick kilns Khandsari, shellers, hullers, shoe-making and Processing, finishing and doing such other activities in relation to hides and skins or any other item for keeping in view the maximum utilisation of the skill of the Minorities. Further to give financial help to purchase and reclaim agricultural land and setting up of Tube-well, purchase of Tractors, improved seeds, insecticides and pesticide, fertilizers agricultural implements for the furtherance of agricultural pursuits and to grant loans for such other activities as are conducive to the promotion of economic social and educational welfare of Minorities in accordance with the policies framed by the State Government in this regard.
6. To undertake carryout promote and sponsor programme for technical and professional training for Minorities and to act as recruiting agent for employment in abroad and to engage in the export of man-power belonging to Minorities from the State of Uttarakhand to foreign countries.
7. To formulate plans, to process and to execute schemes for the development of waqfs, trusts or waqf institution properties (hereinafter referred to as waqf properties) by way of undertaking repairs, renovation and construction of buildings suitable for commercial, residential or community welfare purposes such as shops, offices hotel, hostels, hospitals transit colonies, residential complexes on waqf properties or on properties taken on lease or otherwise acquired by the Company and to act as architect engineers, contractors and consultants the refers.
8. To render all necessary help specially, by way of providing technical know how or financial assistance against service charges to waqfs, trusts/waqf institution and the Boards in establishing commercial or industrial establishment for improving the finances of Waqfs.
9. To assist waqf institutions, Mutwallis and beneficiaries or the waqfs and for such purpose to set up small scale industries by financing, participating in the equities, providing technical know how, establishing technical institutes and research laboratories and to assist, them in establishing housing co-operatives, consumer co-operatives, industrial co-operatives and farming co-operatives.
10. To provide facilities to pilgrim and devotees at important dargahs by providing transport facilities, rest houses and other allied facilities and managing the annual Urs of dargahs.
11. To raise funds necessary for the above and other allied objects by issue of share capital, securing grants and loans from the Central Government, the Central Waqf Council, the State Government and Waqf Boards and other approved sources including financial institutions like Life Insurance Corporation of India and Housing Urban Development Corporation, other Corporations and Banks and other similar institutions within the country and arrange for their utilisation and proper repayment in connection with the main objects of the company.
12. Subject to the provision of section 58-A, 293, 372-A and such other applicable provisions of the companies Act, 1956 and ruler fromed thereurned and direction issued by RBI from time to time to borrow or raise money by issue, or upon bonds, debentures or the obligations or securities of the Company or by mortgage, hypothecation, pledge or charge of all or any part of the property of the Company or of its uncalled capital or in such manner as the Company shall think fit necessary to achieve the main object of the company.
13. To enter into any arrangements with the Government of Uttarakhand or any other Government or State or local authority or other institution for the purpose of carrying out the main objects of the Company or furthering its interests and to obtain from such Government or Authority or person or Institution any charters, subsidies, loans, indemnities, grants, contracts, licenses, rights, concessions, privileges, easements or immunities which the company consider it desirable to obtain in connection with the main objects of the company.
14. To take over temporarily waqf properties if handed over by waqfs of waqf board on lease on reasonable consideration for a reasonable term for development & for construction of shops and buildings complexes and also to do all that necessary for fulfillments of the objects for which such property was dedicated.
15. To purchase or procure through licenses or otherwise and arrange for necessary machinery, material equipment, technical and managerial assistance consultancy information, instruction, inspection, supervision and other facilities for the purposes of carrying out the aforesaid main object.

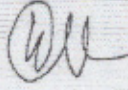
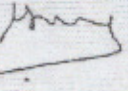

16. To call for tenders or offers to arrange by negotiation the execution of all works of the company directly or through contractors or consultants.
17. To acquire lands and buildings other than waqfs necessary for carrying out any of the main objects of the Company on lease, mortgage or hypothecation or by recourse to proceedings under the Land Acquisition Act or any other law for the time being in force or otherwise.
18. To acquire or purchase by direct negotiation, exchange or otherwise any properties necessary for execution of the scheme of the company.
19. To purchase, take on lease or exchange otherwise acquire any real or personal properties or any right or privileges which company may think necessary or convenient for the purpose of its activities and in particular any land, buildings easement, machinery, plant and stock in trade require for achieving the main objects of the company.
20. To make, draw, accept, negotiate, endorse, discount, execute and issue cheques, promissory notes, bill of lading, warrants, debenture and other negotiable or transferable instruments.
21. To constitute technical cells or committees, conduct surveys, prepare plans and schemes and to put them under execution by obtaining the services of experts on honorary basis or on payment of remuneration.
22. To invest surplus money of the company not immediately required for any of the purpose of the company in such investments (other than shares or stocks in the company) as may be considered proper and to hold or otherwise deal with such investments but not for any commercial purpose.
23. To undertake payments of all rents and performance and observance of all covenants, conditions and agreements contained in or reserved by any lease or leases which may be granted or assigned to or may otherwise be acquired by the company in connection with the achievement of its main objects.
24. To pay for any properties, rights or privileges acquired by the company either in shares of the company or partly in shares and partly cash or otherwise.
25. To create any depreciation fund, reserve fund, sinking fund, insurance fund or any special or other fund for depreciation or for repairing, improving extending or maintaining any of the company's property or for redemption of debenture or for any other purpose whatsoever and to transfer any such fund or part thereof to any of the other funds here in mentioned.
26. Subject to the provisions the Companies Act, 1956, to dedicate, present, subscribe to any benevolent, charitable, national or other institution, or objects of a public character or which have any moral or other claims to support or aid by the company by reason of the locality or nature of its operations or otherwise.
27. To procure the incorporation, registration or other recognition of the company in any country, state or place outside India and to establish local registration and branch places of business in any part of the world.
28. To carry on any other trade or business that seem to the Company capable of being conveniently carried on in connection with the objects of the company or calculated directly or indirectly to enhance the value of, or render any of the Company's property or rights profitable or which it may be advisable to undertake with a view to improving, developing, rendering valuable, or turning to account any property movable belonging to the Company or in which the Company may be interested.
29. To promote and establish such companies, associations, advisory boards and other suitable bodies as may be deemed necessary to carry out the objects of the Company effectively, provided that approval of the State Government will be necessary before a Company is formed.
30. Subject to the provisions in Companies Act, 1956, to acquire and deal with share, stock or securities in, or of any company carrying on any business which this company is entitled to carry on or any other company or undertake the acquisition of which may seem likely or calculated directly or indirectly to promote or advance the interest of the Company or be advantageous or beneficial to the Company and to continue to hold any share in any such Company here-before acquired by the Company and to sell, dispose of any such shares, stock or securities.

31. Subject to the provisions of the Companies Act, 1956 to amalgamate with any Company having objects altogether or in part similar to those of the Company.
32. To subscribe or under write, purchase or otherwise acquire, and to hold, dispose of and deal with the shares, stock securities and evidence of indebtedness or the right to participate in profits or other similar documents issued by any Government, authority, corporations, or body or by any Company or body of person and any options or rights in respect thereof.
33. To guarantee the payment of money unsecured or secured by or payable under or in respect of promissory notes bonds, debenture, debenture stock, contract mortgages, charges, obligations, instruments and securities of any Company or of any authority, supreme, Municipal, local or otherwise or of any, person whomsoever, whether incorporated or not incorporated and generally to guarantee or become securities for the performance of any contracts or obligations.
34. To acquire and deal with all kinds of property including the following property for attainment of the main objects of the company :--
 - (a) The business property and liabilities of any Company, firm or person carrying on any business within the objects of the Company;
 - (b) Lands, buildings, easements and other interests in movable property;
 - (c) Plant, machinery, personal estate and effects;
 - (d) Patents, patent rights inventions or design.
35. Subject to sections 391 to 394 of the Companies Act, 1956 to enter into partnership or into any arrangement for joint working, sharing or pooling profits, amalgamation, union of interest co-operation, joint adventure, reciprocal concession, assistance subsidy or otherwise or amalgamate with any persons or company carrying on or otherwise in or about to carry on or engage in any business or transaction which the Company is authorised to carry on engage in or any business undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit this Company.
36. To adopt such means of making known the interested as may seem expedient and in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes rewards and donations but no intended to serve to any political party or causes.
37. To apply for purchase or otherwise acquire any trade marks, patents brevets 'd' invention, licenses, concessions and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use exercise, develop or grant licenses in respect of or otherwise turn to account the property rights or information so acquired.
38. To lend money on mortgage of immovable property or on hypothecation or pledge of movable property or without security and to invest money of the Company in such anner other than in the shares this Company as the Board of Directors think fit and to sell transfer or deal with the same provided that company shall not carry on the business of banking as defined in the Banking Regulation Act, 1949.
39. - To establish and maintain agencies, branches, places and local registers to procure registration or recognition of the company and to carry on business and in part of the world and to take such steps as may be necessary to give the Company such rights and privileges in any part of the world as possessed by local Companies or partnerships or as may be thought desirable.
40. To make donations to any National Memorial Fund or any other Fund constituted for a Charitable or National purpose subject to section 293-A of the Companies Act, 1956.
41. To establish, maintain and operate general or technical educational institutions, schools and colleges and hostels for the benefits of the public and needy deserving persons and to make grant scholarship to deserving persons as per rules determined by the company :

Provided that the company shall not support with its funds or endeavour to impose on or procure to be observed by, its members or others, any regulation or restriction which, if an objects of the company, would make it a Trade Union.

- IV The objects of the company extend to the State of Uttarakhand.
- V (1) The income and property of the company whensoever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.
- (2) No portion of the income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been members of the company or to any one or more of them or to any person claiming through any one or more of them.
- (3) Except with the previous approval of the Central Government, no remuneration or other benefit in money or moneys worth shall be given by the company to any of its members, whether officers or servants of the company or not, except payment of out of pocket expenses, reasonable and proper interest on money lent or reasonable and proper rent on premises let to the company.
- (4) Except with the previous approval of the Central Government, no member shall be appointed to any office under the company which is remunerated by salary, fees, or in any other manner not excepted by sub-clause (3).
- (5) Nothing in this clause shall prevent the payment by the company in good faith of reasonable remuneration to any of its officers or servants (not being members) or to any other person (not being a member) in return for any services actually rendered to the company.
- VI No alteration shall be made to this Memorandum of Association or to the Articles of Association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Regional Director.
- VII The liability of the members is limited.
- VIII The authorised share of the company is 10,00,00,000/- (Rupees Ten crores) divided into 10,00,000 equity shares of Rs. 100/- (Rupees One hundred each) capable of being altered in accordance with the Company's regulation and the legislative provision for the time being in force in that behalf.
- IX True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company of the time being in force the accounts shall be open to the inspection of the member. Once at least in every year, the accounts of the company shall be examined and the correctness of the balance-sheets and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
- X If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred, to such other company having objects similar to the objects of this company to be determined by the members of the company at or before the time of dissolution or in default thereof, by the High Court of Judicature that has or may acquire jurisdiction in the matter.

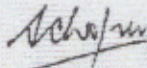

XI We, the several persons whose names and address subscribed hereto are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Sl. No.	Names, Addresses, Description and Occupation of subscribers	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address and description of Witness
1.	Kharak Singh Daryal S/o Sri H.S. Daryal R/o L.I.C. Building Kaladungi Road Haldwani Uttaranchal Occupation - Govt. Service	1 (One)		I hereby certify all the signature of the subscribers of -Memorandum of Association- B. Sharma BALENDU SHARMA S/O DR. C.S. SHARMA R/O VISHNU AYURVEDIC PHARMACY, DAKSH ROAD, KANKHAL, HARIDWAR OCCUPATION: PRACTISING, CHARTERED ACCOUNTANT MEMBERSHIP NO. 88413
2.	INDU KUMAR PANDYA S/O LATE DR. CHARU CHANDRA PANDYA R/O T-15 YAMUNA COLONY DEHRADUN PRINCIPAL SECRETARY FINANCE, Govt. of Uttaranchal	1 (One)		
3.	Suneel Kumar Mittal S/o Late Shri BN Mittal Age: 31yrs. Principal Secretary, Govt. of Uttaranchal Govt. service	1 (One)		

Date: 4/01/2005

Place: Dehradun

XI We, the several persons whose names and address subscribed hereto are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Sl. No.	Names, Addresses, Description and Occupation of subscribers	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address and description of Witness
4.	Sanjeev Chopra s/o Sh SK Chopra No Uttaranital Sachi Valaya Subhash Road Dehradun Age : 43 yrs Occupation : Govt. Service	1 (one)		Subscribed I hereby certify all the signature of the of Memorandum of Association. B. Balendu Sharma BALENDU SHARMA S/O DR. C. S. SHARMA R/o VISHNO AYURVEDIC PHARMACY, DAKSHARAD, KANKHAL, HARIDWAR OCCUPATION : PRACTISING CHARTERED ACCOUNTANT MEMBERSHIP NO. 88413
5.	Nirp Singh Napat Singh s/o Lali Man Singh R/o. Uttaranital Sadanga Subhash Road Dehradun Uttaranital Age 54 years. Occup. Govt. Service	1 (one)		

Date: 4.01/2005

Place: 4/1/2005 Dehradun

XI We, the several persons whose names and address subscribed hereto are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names :

Sl. No.	Names, Addresses, Description and Occupation of subscribers	No. of Equity Shares taken by each subscriber	Signature of Subscriber	Signature, name, address and description of Witness
6.	Ujwal K. Singh of Dohad No. 10, Ujwal Sakhivalya Subhash Rd. Dehradun Uttarakhand Age: 53 years Occupation: Govt. Service.	1 (one)	Ujwal K.	I hereby certify all the signature of the subscriber of the Memorandum of Association BALENDU SHARMA S/O DR. C. S. SHARMA R/O VISHNU AYURVEDIC PHARMACY, DAKSH. ROAD, KANKHAL, HARIDWAR OCCUPATION: PRACTISING, CHARGED ACCOUNTANT MEMBERSHIP NO. 88413
7.	B. P. Pandey of Sairi Govardhan Pandey Age 47 yrs Secretary Power and Irrigation, Govt. of Uttarakhand	1 (one)	B. Pandey	
		7 (Seven)		

Date: 4/01/2005

Place: Dehradun

THE COMPANIES ACT, 1956
ARTICLES OF ASSOCIATION

UTTARAKHAND ALP SANKHYAK KALYAN TATHA WAQF VIKAS NIGAM
A COMPANY LIMITED BY SHARES NOT FOR PROFIT U/S 25 OF THE COMPANIES ACT, 1956
ACT, 1956

I INTERPRETATION:

1. Unless the context otherwise requires, 'words or expressions' contained in these articles shall bear the same meaning as in the Companies Act, 1956 or any statutory modifications thereof for the time being in force at the date at which the Articles become binding on the Company.

The marginal notes hereto shall not affect the construction hereof and in these presents unless there be something in the subject or context inconsistent therewith.

"The Act" means "The Companies Act, 1956" and includes, where the context so requires any re-enactment or statutory modification thereof for the time being in force.

"The Company" means Uttarakhand Alpsankhyak Kalyan Tatha Waqf Vikas Nigam a public company within the meaning of section 3(1)(IV) of the Companies Act, 1956.

"The Board" or "Board of Directors" means the Board of Directors for the time being of the Company.

"The Chairman" means the Chairman of the Board of Directors for the time being.

"The Vice Chairman" means The Vice Chairman of the Board of Directors to whom powers have been delegated by the Chairman.

"The Directors" means the Director's for the time being of the Company.

"The Government" or "The State Government" means the Government of Uttarakhand.

"Managing Director" means a Director designated or appointed as such by the State Government or elected by the Board of Director.

"Month" means a Calendar Month.

"The Office" means the Registered office for the time being of the Company.

"Person" includes Nigam or Company or Association of persons or body of individuals, whether incorporated or not.

"Proxy" includes Attorney duly constituted under a power or attorney.

"Register" means the Register of Members to be kept pursuant to section 150 of the Act.

"Registrar" means the Registrar of Companies, Uttar Pradesh & Uttarakhand.

"Seal" means the Common Seal of the Company.

"Waqf Act" means the Waqf Act applicable in Uttarakhand.

"Waqf" means properties as defined under the Waqf Act.

"Written" and "In writing" include printing, photography, Lithography and any other mode of representing or reproducing words in visible form.

"Words" importing singular number shall include the plural number and *vice versa* and words importing the masculine gender include females.

"Waqf Board" means the Sunni Central Board of Waqfs and the Shia Central Board of Waqfs constituted under the Waqf Act.

"Year" means a Calendar Year.

Table 'A' not to apply	2.	Save as reproduced herein the regulations contained in table "A", in Schedule I to the Act shall not apply to the company.
Share Capital	3.	The Authorised Share capital of the Company is Rs. 10,00,00,000 (Rupees Ten Crores only) divided into 10,00,000 (Ten lacs) Equity Shares of Rs. 100 (One hundred only) each with power to increase or reduce the share capital in accordance with the provision of law.
Allotment of Shares	4.	(a) Subject to the provisions of the Act and these Articles, the share shall be under the control of the Board who may allot or otherwise dispose of the same to such persons, on such terms and conditions and at such times as the Board thinks fit, provided that an option or right to call off shares shall not be given to any person except with the sanction of the company in general meeting.
Payment of instalment on shares	4.	(b) If by the conditions of allotment of any share the whole or Part of the amount of issue price thereof shall be payable by instalment, every such instalment shall when due, be paid to the Company by the person who for the time being shall be the member registered in respect of the share or by his executor or administrator.
Liability of Members registered jointly in respect of shares	5.	Members who are registered jointly in respect of shares shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such shares.
Registration of shares	6.	Shares may be registered in the name of any person, company or other body corporate, unless the Board otherwise consents, not more than four persons shall be registered jointly as members in respect of any shares. No shares shall, however, be registered in the name of a minor or person of unsound mind.

II. INCREASE AND REDUCTION OF SHARE CAPITAL:

Power to increase capital	7.	The Company by a resolution passed in the general meeting may, from time to time, increase its capital by the creation of new share and of such amount as may be specified in the resolution.
Provisions relating to the issue	8.	Before the issue of any new shares, the Company in general meeting may take provisions as to the allotment and issue of new shares, and in particular may determine to whom the same shall be offered in the first instance and whether at par or at premium or subject to the provisions of sections 79 of the Act, at a discount in default of any such provision or so far as the Act shall permit, the new shares may be issued in conformity with the provisions of Article 4.
New shares to rank equally with existing shares	9.	Except in so far as otherwise provided by the conditions of issue or by the Articles, any capital raised by the creation of new shares shall be considered part of the then existing capital of the company and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien or otherwise.
Inequality in number of new shares	10.	If owing to any inequality in the number of new shares to be issued and the number of shares held by members entitled to have the offer of such shares, any difficulty shall arise in the apportionment of such new share or any of them among the members such difficulty shall, in the absence of any direction in the resolution creating the shares, be determined by the Board.
Reduction of capital.	11.	The Company may, from time to time, by special resolution reduce its capital and any Capital Redemption Reserve Account or Shares/Premium Account in any manner for the time being authorised by law.

III. ALTERATION OF SHARE CAPITAL:

Power to sub-divide & Consolidate shares	12.	The Company in General meeting may alter the condition of items sub divide & of its memorandum of Association as follows, that is to say, it may :-
--	-----	---

- (a) Consolidate and divide all or any of its share Capital into shares of larger amount than its existing shares.
 - (b) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum subject to the provisions of section 94 (1) (d) of the Act.
 - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.
13. Where any share capital is sub-divided, the company in general meeting, subject to the provisions of section 85, 86 and 88 and 106 of the Act, may determine that as between the holders of the shares resulting from such sub-division.
14. Subject to the provisions of sections 100 to 105 of the Act, the Board may accept from any member the surrender on such terms and conditions as shall be agreed, of all or any of his shares.
- IV. VARIATION OF SHARE HOLDERS' RIGHTS:**
15. If at any time the share capital is divided into different classes of shares, the rights attached to shares of any class (Unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of sections 106 and 107 and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourth of the issued shares of that class, or with the sanction of special resolution passed at the separate meeting of the holders of the share of that class. To every such separate meeting, the provisions of the Articles relating to general meeting shall *mutatis mutandis* apply so that the necessary quorum shall be two persons at least, holding or representing by proxy one-third of the issued shares of the class in question.
- V. SHARE CERTIFICATE:**
16. (a) Share certificates shall be issued in accordance with the provisions of the Companies (Issue of share Certificate) Rules, 1960 or any statutory modification or re-enactment thereof for the time being in force.
- (b) The company shall within three months after the allotment of any of its shares and within two months after receipt of application for the registration of the transfer of any of its shares (or within such other period as the conditions of issue shall provide) complete and have ready for delivery the certificates or shares.
- (c) Every certificate shall be under the deal and shall specify the name of the person in whose favour the certificate is issued the shares to which it relates and the amount paid up thereon.
- (d) In respect of any share of shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for shares to one of several joint holders shall be sufficient delivery to all such holders.
- (e) If any certificate be old, decrepit, worn out, torn or defaced or where the pages on its reverse side for recording transfers have been duly utilised then upon surrender thereof to the company, the Board shall order the same to be cancelled and issue a new certificate in lieu thereof without any payment. If any certificate be lost or destroyed, then upon proof of such loss or destruction to the satisfaction of the Board, and on such identity and the payment of out of pocket expenses incurred by the company in investigating evidence, as the Board thinks fit, a new certificate in lieu thereof shall be given to the person entitled to such lost and destroyed certificate on a fee of Rs. 2/- for each such certificate or such smaller fee as the board may determine.

Rights in respect of shares on sub-division

Surrender of shares

Power to vary rights

Share certificates

VI. CALLS:

- Calls 17. The Board may, from time to time, subject to the provision of section 91 of the Act, make such calls as the Board thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed term, and each member shall pay the amount of every call so made on him to the person or persons and the time and place appointed by the Board. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the board authorising such call was passed at a meeting of the Board.
- Restrictions of power to make calls and notice 18. No call shall exceed one fourth of the nominal amount of a share or be made payable at less than one month from the date fixed for the payment of the last preceding call. Not less than fourteen days notice of any call shall be given specifying the time and place of payment and the person to whom such call be paid.
- Interest on call instalment 19. (a) If a sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, the member for the time being in respect thereof, for which the call shall have been made or the instalment shall be due, shall pay interest thereon at the rate of twelve percent per annum or at such lower rate as the board may determine from the day appointed for the payment thereof to the time of the actual payment.
(b) The Board shall be at liberty to waive payment of any such interest either wholly or in part.
- Sum payable 20. If by the terms of issue of any share or otherwise any sum becomes payable at any fixed time or by instalments at fixed times, whether on account of the nominal value of the share or by way of premium every such sum or instalment shall be payable as if it were a call duly made by the Board of which due notice had been given, and all the provisions herein contained in respect of calls shall apply to such sum or instalment accordingly.
- Evidence in action by company against members 21. On the trial or hearing of any action or suit brought by the Company against any member or his representative to recover any money claimed to be due to the company in respect of his share, it shall be sufficient to prove that the name of the member is, or was when the claim arose, in the Company's Register as a member or one of the members in respect of the share for which such claim is made, and that the amount claimed is not entered as paid in the books of the Company, that the resolution making the call is duly recorded in the Minute book, and that notice of such call was duly given to the member or his representative in pursuance of the Articles, and it shall not be necessary to prove the appointment of the Director, who made such call nor that a quorum was present at the Board's meeting at which any call was made, was duly convened or constituted, nor any other matter whatsoever but the proof of matters aforesaid shall be conclusive evidence of the debt.
22. Subject to the provisions of sub-section (2) of section 92 of the Act, the Board may, if thinks fit, receive from any member willing to advance the same, all or any part of the money due upon the shares, held by him beyond the sums actually called for and upon the moneys so paid in advance may pay interest at such rate not exceeding six percent per annum as may be agreed upon between. The Board and the member paying the sum in advance.
- Revocation of calls 23. A call may be revoked or postponed at the discretion of the Board.

VII. FORFEITURE AND LIEN:

- Notice for payment of call or instalment 24. If a members fails to pay any sum payable in respect of any call or instalment call or any instalment of a call on or before the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of the said call or instalment remains unpaid, serve a notice on such member requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued and all expenses that way have been incurred by the company by reason of such non-payment.

- | | |
|--|--|
| 25. The notice aforesaid shall name a day, not being earlier than the expiry of fourteen days from the date of service of notice, on/or before which the payment required by the notice is to be made and a place at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall state that in the event of non-payment on or before the day so named and at the place to be appointed, the shares in respect of which such call or installment was payable shall be liable to be forfeited. | Form of the notice |
| 26. If the requirement of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given may at any time thereafter, be forfeited by resolution of the Board to that effect. | Forfeiture of shares |
| 27. When any share shall have been so forfeited, notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof shall forth with be made in the Register of Members but no forfeiture shall in and manner be invalidate by any omission or failure to give such entry as aforesaid. | Notice of Forfeiture |
| 28. Any share so forfeited shall be deemed to be the property of the company and may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Board think fit. | Forfeited share to become property of company |
| 29. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture on such terms as it thinks fit. | Board may |
| 30. A person whose share has been forfeited shall cease to be a member in respect of the forfeited share, but shall notwithstanding such forfeiture, remain liable to pay and shall forthwith pay to the company all calls or instalments, interest and expenses owing upon or in respect of such share at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at such rate not exceeding twelve percent per annum as the Board may determine, and the Board may enforce such payment thereof, without any deduction of allowance for the value of the shares at the time of forfeiture, but shall not be under any obligation to do so. | Liability on forfeiture |
| 31. A duly verified declaration in writing that the declarant is a Director the Managing Director or Secretary of the Company, and that share in the company has been duly forfeited on a date stated in declaration, shall provide conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration if any, given for the share on any sale or disposal thereof & may execute a transfer of the share favour of the person to whom the share is sold or disposed of and the transferee shall be registered as a member in respect of such share. The transferee shall not be bound to see to the application of the purchase money nor shall his title to such share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of such share. | Evidence of forfeiture |
| 32. The provisions of that Articles as to forfeiture shall apply in the case of non payment of any sum which by the terms of issue of a share becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of call duly made and notified. | Forfeiture provisions to apply to non payment in term of issue |
| 33. The company shall have a first and paramount lien an every share (not being a fully paid up share) registered in the name of each member (whether solely or jointly with others) and on the proceed of sale thereof for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share and for his debts liabilities and engagements solely or jointly with any other person to or with the company, whether the period for the payment fulfillment or discharge thereof shall have actually arrived or not and no equitable interest in any share shall be created except upon the footing and condition that Article 10 hereof is to have full effect. Unless otherwise agreed, the registration of a transfer of a share shall not operate as a waiver of the company's lien, if any, on such share. | Company lien shares |

- Enforcement of
lien by sale 34. For the purpose of enforcing such lien the Board may sell the share subject thereto in such manner as it thinks fit, but no sale shall be made until notice in writing of the intention to sell have been served on such member, his executor or administrator or other legal representative as the case may be and default shall have been made by him or them in payment, of the sum payable as aforesaid in respect of such share or payment fulfillment of discharge of such debts, liabilities or engagement for fourteen days after the date of service of such notice.
- Application of
proceeds of sales 35. The net proceeds of any such sale shall be received by the company and after payment of the cost of such sale, be applied in or towards payments of such part of the amount in respect of which the lien exists or in or towards the payment or satisfaction of debts, liabilities or engagement of the member concerned, and the residue if any shall be paid to the person entitled to the share at the date of the sale or his legal heir or representative or executor or administrator or curator bonus or other legal curator as the case may be.
- Validity of sales
exercise lien and
after forfeiture 36. Upon any sale after forfeiture of for enforcing a lien in purported exercise of the power hereinbefore conferred. The Board may appoint some person to execute an instrument of transfer of the share sold and cause the purchaser's name to be entered in the register of members in respect of the share sold, and the purchaser shall not be bound to see to the regularity of the proceedings, nor to the application of the purchase money, and after his name has been entered in the register in respect of such share the validity of the sale will not be impeached by any person on any ground whatsoever and the remedy of any person aggrieved by such sale shall be in damages only and against the company exclusively.
- Board may issue
new certificate 37. Where any share has been sold by the Board pursuant to these Articles and the certificate in respect thereof has not been delivered to the company by the former holder of such share the Board may issue a new certificate for such share, distinguishing it in such manner as it may think fit from the certificate not so delivered. Where in any such case the certificate in respect of the share forfeited and/or sold is not delivered and a new certificate for such share has been issued, the original certificate shall be treated as cancelled and no claim or title based on such certificate shall be binding on the company.

VIII. TRANSFER & TRANSMISSION OF SHARES :

- Transfer of share
held by the State
Government 38. The transfer of shares held by the Government or registered in the name of Hon'ble Governor of the State of Uttarakhand shall be made in the manner decided or directed by the Government of Uttarakhand. The provision contained in Article 44 to 56 hereunder shall be applicable in respect of shares held by any other person.
- Execution of
transfer 39. Save as provided in section 108 of the Act, no transfer of share shall be registered unless a proper instrument of transfer duly stamped and executed by or on behalf of the transferor and by or on behalf of the transferee, and specifying the name, address and occupation of the transferee has been delivered to the Company along with the certificate relating to the shares or, if no such certificate is in existence along with the letter of allotment of shares in accordance with the provisions of Section 108 of the Act. The transferor shall be deemed to remain a member in respect of such share until the name of the transferee is entered in the Register of member in respect thereof. Each signature to such transfer shall be duly attested by the signature of one credible witness, who shall add his address and occupation.
- Application for
registration of
transfer 40. Application for the registration of the transfer of a share may be made either by the transferor or the transferee provided that where such application is made by the transferor no registration shall, in the case of the partly paid share, be affected unless the company gives notice of the application to the transferee in the manner prescribed by section 110 of the Act and, subject to the provisions of these Articles title company shall, unless objection is made by the transferee within two weeks from the date of receipt of the notice, enter in the register the name of the transferee in the same manner and subject, to the same conditions as if the application of the transfer was made by the transferee.

41. Every instrument of transfer of shares shall be in the form prescribed by the Act or the rules made there under and shall be in accordance with the provisions of section 108 of the Act. No fee shall be charged in respect of any transfer of or transmission of any number of shares. Form of transfer
42. The Board may, subject to right to appeal conferred by section 111 of the Act, decline to register :-
(a) The transfer of a share not being a fully paid share to a person to whom they do not approve for.
(b) Any transfer of shares on which the Company has a lien. Directors may refuse to register transfer
43. No transfer shall be made to or registered in the name of a minor or person of unsound mind. No transfer to minor etc.
44. Every instrument of transfer shall be left at office of the company for registration, accompanied by the certificate of the share or if no such certificate is in existence, by the letter of allotment of the share and such other evidence as the board may require may prove the title of the transferor or his right to transfer the shares. Every instrument of transfer, which shall be registered shall be retained by the company, but any instrument of transfer which may refuse to register shall be returned to the person depositing the same. Instruments of transfer to be left at office
45. If the Board refuses, whether in pursuance of Article 46 or otherwise, to register the transfer of, or the transmission by operation of law of the right to, any share, the Company shall, within two months from the date on which the instrument of transfer or the intimation of such transmission the case may be, was lodged with the Company, send to the transferee and the transferor or to the person giving intimation of such transmission as the case may be notice of such refusal. Notice of refusal to register transfer
46. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and his legal representative where he was shares by sole holder shall be the only person recognised by the company as having transmission any title, to his interest in the shares, but nothing herein contained shall release the estate of deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. The Board may require any person becoming entitled to shares in consequence of death of any member to obtain a grant of probate or letters of administration or other legal representation, as the case may be, from a competent court in India. It shall be lawful for the Board in its absolute discretion to dispense with the production of probate or letter of Administration or such other legal representation upon such terms as to indemnity or otherwise as the Board may think fit, without in any case being bound to do so. Persons entitled to shares by transmission
47. Any person becoming entitled to a share in consequence of death, of insanity, bankruptcy or insolvency of a member may, upon producing such evidence as the Board thinks sufficient and subject as hereinafter provided elect either to be registered as a member in respect of such share or to transfer such share to some other person. Transfer of shares of insane, deceased or bankrupt members
48. Subject to the provisions of section 205 A & 205 B of the Act, the Directors may retain the dividends payable upon shares to which any person becomes entitled under Article 51 until such person or his transferee shall become a member in respect of shares. Right of person entitled to shares by reason of death
49. (a) If the person becoming entitled to a share under Article 51 shall elect to be registered as a member in respect of the share himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. Election by persons becoming entitled shares
(b) If the person aforesaid shall elect to transfer the share he shall testify his selection by executing an instrument of transfer, of the share.
(c) All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares, shall be applicable to any such notice of transfer as aforesaid as if the death, insanity, bankruptcy of the member had not occurred and the notice of transfer where a transfer where a transfer signed by that member.

Company not liable for disregard of a notice purporting to prohibit registration of transfer

50. The company shall incur no liability or responsibility whatever in consequence of its registering or giving effect to any transfer of shares made or purporting to be made by any apparent legal owner thereof (as shown or appearing in the register of Members) to the prejudice of person having or claiming any equitable right, title or interest or in the said shares notwithstanding that the company may have had notice or any such equitable right, title or interest or notice purporting to prohibit registration of such transfer, and may have entered such notice or referred thereto in any book of the Company and the Company shall not be bound or required to regard or attend or give effect to any notice which may be given to it of any equitable right title or interest or be under any liability whatsoever for refusing or neglecting so to do, though it may have been entered in or referred to in any book of the Company.

No fee for registration of instrument probate etc.

51. No fee shall be charged for registration of any probate, letter of Administration, Certificate of death or marriage, Power of Attorney or other instrument.

IX. BORROWING POWER:

Power of Board to borrow

52. Subject to and in compliance with the provisions of section 58-A to 292 and 293 of the Act, and other relevant provisions of law the Board may, from time to time, at its discretion, by a resolution passed at a meeting of the Board accept deposits from members, either in advance of calls or otherwise, and generally raise or borrow or secure the payment of any sum or sums of money for the purposes of the Company from any source:

Provided, however if the money to be borrowed together with the moneys already borrowed by the Company (apart from temporary loans obtained from the Company bankers in the ordinary course of business) will exceed the aggregate of the paid-up capital of the Company and its free reserves (that is to say, reserves not set apart for any specific purpose) the Board shall not borrow such moneys except with the consent of the Company in General Meeting.

Board of determine conditions to which money may be borrowed

53. The Board may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as it thinks fit, and in particular, by the creation of any mortgage or charge on the undertaking of the whole or any part of the property (both present and future) of the Company or by the issue of bonds perpetual or redeemable debentures of the Company charged upon all or any part of the property of the company (both present and future) including its uncalled capital for the time being.

Issue of debenture at discount or with special privileges

54. Any debentures, bonds may be issued at discount, premium or otherwise and with any special privileges as to redemption, surrender and drawings, and may be made all assignable free from any equities between the Company and the persons to whom the same may be issued. Debentures with the right of allotment of or conversion into share shall not be issued except with the sanction of the Company in the General Meeting. Debentures with voting rights however will not be issued.

Instrument of transfer of Debentures

55. Save as provided in section 108 of the Act, no transfer of debentures shall be registered unless a proper instrument of transfer, in the same form and on the same conditions as are applicable to the transfer of shares, duly stamped and executed by the transferor and transferee, has been delivered to the Company together with the certificate of debentures.

Notice of refusal register transfer of Debenture

56. If the Board refuses to register the transfer of any debenture the Company shall, within two months from the date on which the instrument of transfer was lodged with the Company, send to the transferee and the transferor, notice of the refusal.

Mortgage of uncalled capital

57. If any uncalled capital of the Company be included in or charged by any mortgage or other security, the Directors may, by instrument under company's seal authorise the person in whose favour such mortgage or security is executed, or any other person in trust in him, to make calls on the member in respect of such uncalled capital, and the provisions herein before contained in regard to call shall, *mutatis mutandis*, apply to calls made under such authority may be made exercisable either conditionally

or unconditionally and either presently or contingently and either to the exclusion of Directors' power or otherwise and shall be assignable, if expressed so to be.

X. GENERAL MEETINGS OF MEMBERS:

58. (a) The Company shall in each year in addition to any other meetings hold a general meeting of the Company within six months after the expiry of each financial year of the Company, and not more than fifteen months shall elapse between the date of one general meeting and that of the next except where the Registrar, for any special reason extends the time within which any such general meeting may be held. Each such general meeting shall be called "Annual General Meeting" and shall be specified as such in the notice convening the Meeting. Any other general meeting of the Company shall be called an "Extraordinary General Meeting", sections 166 and 210 of the Act, shall be duly complied with in respect of holding of an Annual General Meeting. Annual General Meeting
- (b) Every such annual general meeting shall be called for a time during business hours on a day that is not public holiday and shall be held either at the registered office of the Company or at such other convenient place in the city in which the Registered Office of the Company is situated as may be determined by the Board.
59. The Board may, whenever it thinks fit, call an extraordinary general meeting and it shall, on the requisition of such number of member of the Company as held, at the date or the deposit of the requisition, not less than one tenth of such of the paid up capital of the Company as at that date carries the right of voting in regard to the matter to be considered at the meeting, forthwith proceed duly to call an extraordinary general meeting of the Company and in the case of such requisition the following provisions shall apply:-- Extraordinary General Meeting
- (a) The requisition shall set out the matter for the consideration, of which the meeting is to be called shall be signed by the requisitionists, and shall be deposited at the Registered Office. The requisition may consists of several documents in like form each signed by one or more requisitionists.
- (b) Where two or more distinct matters are specified in the requisition, the requisition shall be valid only in respect of those matters in regard to which the requisition has been signed by the member or members herein before specified.
- (c) If the Board does not within twenty-one days from the date of deposit of a valid requisition in regard to any matter, proceed duly to call a meeting for the consideration of these matter on a day not later than forty-five days from the date of the deposit of the requisition, the requisitionists or such of the requisitionists as are enabled to by virtue of section 169 (6) (b) of the Act may themselves call the meeting but any meeting so called shall not be held after the expiration of three months from the date of the deposit of the requisition.
- (d) Any meeting called under this Article by the requisitionists or any of them shall be called in the same manner, as nearly as possible, as that in which meeting are to be called by the Board but shall be held at the Registered Office.
- (e) Where two or more persons held any shares jointly a requisition or notice calling a meeting signed by one of them shall for the purposes of this Article have the same force and effect as if it had been signed by all of them.
- (f) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Board duly to call a meeting shall be repaid to the requisitionists by the Company and sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration for their service to such of the Directors as were in default.

XI. PROCEEDING AT GENERAL MEETINGS:

- Notice of Meeting 60. (a) Save as is provided in sub-section (2) of section 171 of the Act, not less than twenty-one days, notice in writing shall be given of every general meeting of the Company. Every notice of a meeting shall specify the place and the day and hour of the meeting and shall contain statement of the business, to be transacted thereat.
- (b) Notice of every meeting of the Company shall be given to every member of the Company to the person entitled by a share in consequence of the death or insolvency of a member and to the Auditors for the time being of the Company, in the manner hereinafter provided for the giving of notice to such persons provided that where the notice of a meeting as given by advertising the same in a newspaper circulating in the neighbourhood of the Registered Office of the Company under sub-section (3) of section 53 of the Act, the statement of material facts referred to in section 173 of the Act, need not be annexed to the notice as required by that section, but it shall be mentioned in the advertisement that the statement of material facts has been forwarded to the members of the Company.
- (c) The accidental omission to give any such notice to, or the nonreceipt of the notice by any member or other person to whom it should be given, shall not invalidate the proceedings at the meeting.
- Circulation of member's resolution etc. 61. The Company shall comply with the provisions of section 188 of the Act as to giving notice of resolutions and circulating statements of the requisition of members.
- Special Business 62. In the case of an annual general meeting, all business to transacted at the meeting, with the exception of business relating to (i) the consideration of accounts and the reports of the Board and Auditors, (ii) the appointment of Directors in the place of those retiring, and (iii) the fixing of the remuneration of the auditors, and in the case of any other meeting all business shall be deemed special.
- Notice of special business 63. Where any items of business to be transacted at the meeting are deemed to be special as defined in Article 67, there shall be annexed to the notice of meeting, a statement setting out all material facts concerning each item of business, including in particular the nature of the concern or interest, if any therein of every Director. Where in the business, there is an item of according of approval to any document by the meeting, the time and place where the document can be inspected, shall be specified in the statement of material facts. No general meeting shall be competent to discuss or transact any special business which has not been specifically stated in the notice of the meeting.
- Quorum to be present when business commences 64. No business shall be transacted at any General Meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided, five members present in person shall be the quorum for a meeting of the Company.
- Resolution to be passed by Company in General Meeting 65. Any act or resolution which, under these Articles or the Act, is permitted or required to be done or passed by the Company in general meeting, shall be sufficiently so done or passed if effected by an ordinary resolution as defined in section 189(i) of the Act unless either the Act or the Article specifically require such act to be done or resolution to be passed by a specific majority or by special resolution as defined in section 189(ii) of the Act.
- Chairman of General Meeting 66. The Chairman, if any, of the Board shall preside as Chairman at every General Meeting of the Company. In absence of Chairman the Vice-Chairman if any, of the Board shall preside as Chairman. If at any meeting the Chairman/Vice-Chairman is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act as Chairman of the meeting, the members present shall choose another Director as Chairman, and if no Director be presents or all the Directors presents decline to take the Chair, then the members present shall elect one of their members, being a member entitled to vote, to be Chairman of the meeting.

67. If within half an hour from the time appointed for holding a meeting of the Company, a quorum is not present, the meeting if called upon the requisition of members, shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may by notice appoint. If at such adjourned meeting also a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be quorum and may transact the business for which the meeting was called. Dissolution and adjournment of meeting
68. Every question submitted to a meeting shall be decided in the first instance by a show of hands and in the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote in addition to the vote to which he may be entitled as a member. Vote by show of hands
69. At any general meeting unless a poll is before or on the declaration of the result of voting on any resolution on a show of hands, demanded by the Chairman on his own motion or by at least five members having the right to vote to the resolution and present in person or by proxy, or by any member or members present in person or by proxy and having not less than one tenth of the total voting power in respect of the resolution or by any member or members present in person or by proxy holding shares in the Company conferring, a right to vote on the resolution, being shares on which an aggregate sum has been paid-up which is not lesser than the one part of the total sum paid up, on all the shares conferring that right, a declaration by the Chairman that the resolution. Evidence of passing of a resolution where poll is not demanded
70. (a) If a poll be demanded as aforesaid, it shall be taken forthwith on a question of adjournment of election of Chairman of the meeting and on any other question it shall be taken at such time not being later than forty eight hours from the time when the demand was made, as the Chairman may direct. Poll
- (b) The demand for a poll may be withdraw at any time by the person who made the demand.
- (c) Where a poll is to be taken, the Chairman of the meeting shall appoint two scrutineers, at least one of whom shall be a member (not being an officer or employee of the Company) present at the meeting provided such member is available and willing to be appointed, to scrutinise the votes given on the poll and to report there on to him.
- (d) The result of the poll shall be deemed to the decision of the meeting of the resolution on which the poll was taken. On a poll a member entitled to more than one vote or his proxy or other person entitled to vote for him, as the case may be, need not if he votes, use all his vote or cast in the same way all the votes he uses.
- (e) The demand for a poll shall not prevent the meeting from transacting any business other than the business in respect of which a poll has been demanded.
71. (a) The Chairman of a General Meeting may adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Power of Chairman
- (b) When a meeting is adjourned it shall not be necessary to give any notice of adjourned meeting provided that when a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- XII. VOTES OF MEMBERS :**
72. (a) Every member of the Company shall have one vote. Votes of Members
- (b) Subject to any rights or restrictions for the time being attached to any class of shares, on a show of hands every member present in person including a body corporate represented by a duly authorised person in accordance with section 187 of the Act and a member represented by a proxy as defined in Article 83 shall have one vote and on a poll, every member present in person or by proxy shall have voting rights in proportion to his share of the paid up equity capital of the Company as provided in section 87 of the Act.

Vote by and powers of representative of Member Companies

73. The Company or a body corporate (hereinafter in this Article call 'Member Company') which is a member of the Company, may vote by representative duly appointed in accordance with section 187 of the Act. A person duly appointed to represent the Member Company at any meeting of the Company shall be entitled to exercise the same rights and power (including the right to vote by proxy) on behalf of the Member Company which he represents, as that Member Company could which he represents, as that Members Company could exercise if it were an individual member.

Vote by and powers of representatives of Government

74. Subject to section 187-A of the Act, the State Government, if it is a member of the Company, may by an order signed by a Secretary to that Government, authorise any person to attend and vote and act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. A person authorised by the Secretary to the Government as aforesaid shall be entitled to exercise the same rights and powers including the right to vote proxy on behalf of the State Government whom he represents as that State Government could exercise as a member of the Company.

Vote in respect of share of members deceased etc.

75. Any person entitled under Article 51 to transfer shares, may vote at any General Meeting in respect thereof in the same manner as if he were the member registered in respect of such shares, provided that forty eight hours at least before the time of holding the meeting or adjourned meeting, as the case may be, at which he proposes to vote, he shall satisfy the Board of his right to transfer such shares, unless the board shall have previously admitted his right to vote as such meeting in respect thereof. A member of unsound mind or in respect of whom an offer has been made by any court having jurisdiction in lunacy may vote, whether on a show of hands or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll, vote by proxy.

Vote of joint members

76. Where there are member registered jointly in respect of any shares, any one of such persons may vote at any meeting either personally or by proxy, in respect of such shares as if he were solely entitled thereto and if more than one of such members be present at any meeting either personally or by proxy that one of the said members so present whose name stands first on the register of member in respect of such shares alone shall be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share is registered, shall for the purposes of this Article be deemed to be members registered jointly in respect thereof.

Votes by proxy

77. Votes may be given either personally or by proxy or in case of a body corporate or Government by a duly authorised representative as aforesaid.

Instrument appointing proxy to be in writing

78. (a) The instrument appointing a proxy shall be in writing and be signed by the appointer or his attorney duly authorised in writing or if the appointer is a representative of a body corporate, be signed by him or his attorney duly authorised by him by reason of the special statutory right given to him under section 187 (2), 187-A and 187-B of Act.

(b) A person may be appointed a proxy though he is not a member of the Company, every notice of general meeting served on a member shall state that a member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself and that a proxy need not be a member of the Company.

Instrument appointing proxy to be deposited at the office

79. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or notorially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote in respect thereof, and on default the instrument of proxy shall not be treated as valid.

When vote by proxy valid though authority revoked

80. A vote given in accordance with the terms of an instrument appointing proxy shall be valid notwithstanding the previous death or insanity of principal or the revocation of proxy or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death,

insanity, revocation or transfer shall have been received by the Company as its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used, provided nevertheless that the Chairman of any meeting shall be entitled to require such evidence as he may in his discretion thinks fit of the due execution of an instrument of proxy and that the same has not been revoked.

- 81. Every instrument appointing a proxy shall be retained by the Company and shall, as nearly as circumstances admit, be in the following form :-

Form of instrument appointing proxy

UTTARAKHAND ALPSANKHYAK KALYAN TATHA WAQF VIKAS NIGAM

I/We.....being a member/ members of the Uttarakhand Alpshankhyak Tatha Waqf Vikas Nigam hereby appoint of (or failing him) of as my/our proxy to attend and vote for me/us and on my/our behalf at the Annual General Meeting/General Meeting (not being an Annual Meeting) of the said Company to be held on the day of and at any adjournment thereof.

Signed this..... day of.....

(REVENUE STAMP)

SIGNATURE

Provided always that an instrument appointing a proxy may be in either of the forms in Schedule IX to the Act.

- 82. No member shall be entitled to exercise any voting right, either personally or by proxy at any meeting of the Company in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has and has exercised, any right of forfeiture or lien.
83. No objection shall be raised as to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected or is given or tendered and every vote not disallowed as such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting who shall forth with decide the same and such decision shall be final and conclusive.

Restrictions on voting

Objection as to qualification of voters

XIII. DIRECTORS:

- 84. The Board shall consist of not less than three and not more than twelve Director.
85. As the incorporation of the Company the following persons shall be the first Directors of the Company and competent as such to make allotment of shares :-

Number and appointment of Directors

Directors at the time of the adoption of these Articles

- 1. Sh. Sunil Kumar Muttoo,
2. Sh. Sanjeev Chopra,
3. Sh. Vijendra Paul.

- Appointment of Directors 86. Subject to the provisions of section 255 and 256, the State of Uttarakhand shall be entitled to appoint Directors of the Company and shall be at liberty at any time and from time to time substitute all or any of the persons so appointed with any person or persons as the State Government may think fit, such Directors shall not be liable to retire by rotation.
- Qualification of Directors 87. Unless otherwise determined by the Company in general meeting, a Director shall not be required to hold any qualifying shares.
- Appointment of Directors by Finance Corporation etc. 88. Subject to Article 91 above, where any investment and finance corporation such as the Industrial Finance Corporation of India, Industrial Credit and Investment Corporation of India or any other Corporation or Bank or Housing Urban Development Corporation, Life Insurance Corporation or the Central or State Government or Central Waqf Council of India make loan to the Company or give Guarantee in connection with the grant of a loan to or the supply of machinery or other equipment for the Company, any such body shall be entitled to nominate a Director or Directors of the Company who shall be called as nominee Director of the Company if that be agreed to as a condition of the grant of a loan or giving of such guarantee. The Directors so appointed shall not be required to obtain any qualification shares and the provisions of the Articles as to retirement of Director shall not apply to him/them. The Director so appointed shall have the same powers and privileges as other Directors of the Company. The said Directors shall hold office at the pleasure of and shall be removable or substituted by another persons by such Corporation, Bank or Government.
- Board may act notwithstanding vacancy 89. The continuing Directors may act notwithstanding any vacancy in the Board, but if the number falls below the quorum fixed by Article 118 for a meeting of the Board, the Director or Directors shall not except for the purpose of filling Vacancies so as to increase the number of Directors, to that fixed for the Quorum on of summoning a general meeting of the Company, act so long as the number is below the minimum aforesaid.
- When office of Director becomes vacant 90. The Office of a Director shall *ipso facto* become vacant if he--
- (a) fails to obtain within the time specified in sub-section (1) of section 270 of the Act, or any time thereafter ceases to hold the share qualification, if any required of him under Article 92; or
 - (b) is found to be of unsound mind by a court of competent jurisdiction; or
 - (c) applies to be adjudicated an insolvent; or
 - (d) is adjudged an insolvent; or
 - (e) is convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six months; or
 - (f) fails to pay any call in respect of shares of the Company held by him, whether alone or jointly with others, within six months from the last date fixed for the payment of the call, unless the Central Government has, by notification in the official Gazette, removed the disqualification incurred by such failure; or
 - (g) absents himself from three consecutive meetings of the Board or from all meetings of the Board for a continuous period of three months, whichever is the longer, without obtaining leave of absence from the Board; or
 - (h) whether by himself or by any person on his behalf or on his account or any firm of which he is a partner or any private Company of which he is a Director, accepts a loan or any guarantee or security for a loan from the Company in contravention of section 295 of the Act; or
 - (i) act in contravention of section 299 of the Act; or

- (j) becomes disqualified by an order of court under section 203 of the Act; or
- (k) is removed in pursuance of section 284 of the Act; or
- (l) having been appointed a Director by virtue of his holding any office or other employment in the company, ceases to hold such office or other employment in the company; or
- (m) by notice in writing to the company resigns his office; or
- (n) having been nominated a Director by the State Government is removed or substituted by the State Government. Notwithstanding any thing in clauses (d), (c) and (f), the disqualification referred to in these clauses shall not take effect.

91. Every Director, who is in any way, whether directly or indirectly concerned or interested in a contract or arrangement entered into or proposed contract or arrangement to be entered into by or on behalf of the company shall disclose the nature of concern or interest at a meeting of the Board as required by section 299 of the Act.

Disclosure of directors interest

92. No director shall, as a director, take any part in the discussion of or vote on any contract or arrangement entered into by or on behalf of the Company if he is in any way, whether directly or indirectly concerned or interested in the contract or arrangement, nor shall his presence count for the purpose of forming a quorum at the time of any such discussion or vote. This prohibition shall not apply to :

Discussion and voting by interested directors

- (a) any contract of indemnity against any loss which the Directors or anyone or more of them may suffer by reason of becoming or being sureties for the company, or
- (b) any contract or arrangement entered into or to be entered into by the company with a public company or with a private company which is a subsidiary of public company in which the interest of director aforesaid consists solely in his being a director of such Company and holder of not more than shares of such number or value there in as is requisite to qualify him for appointment, as a directors thereof, he having been nominated as such director by the Company or in his being a member holding not more than two percent of the paid up share capital of such company.

93. Subject to the provision of section 252, 255, 258 and 259 of the Act, the company in general meeting may, from time to time by Directors, ordinary resolution increase or reduce the number of directors within the limits prescribed.

Increase or reduction in the number of Directors

94. The company may, subject to the provisions of section 284 of the Act, by ordinary resolution of which special notice according to section 190 of the Act has been given, remove any director (not being a director appointed by the Central Govt. under section 408 of the Act or by the Government of Uttarakhand) before the expiry of his period of office and may by ordinary resolution or which special notice has been given, appoint another person in his place. A director so appointed shall hold office until the date up to which his predecessor would have held office if he had not been so removed. If the vacancy created by the removal of a director under the provision of this article is not so filled by the meeting at which he is removed, the Board may at any time thereafter fill such vacancy under the provisions of Article 110.

Power to remove Directors

95. If the office of any director (other than the directors appointed by the Government of Uttarakhand), appointed by the Company in general meeting is vacated before his term of office would have expired in the normal course, the resulting vacancy may be filled by the Board at a meeting of the board but any person so appointed shall hold once only up to the date upto which the director in whose place he is appointed would have held office if he had not been so vacated; provided that the Board shall not fill such vacancy by appointing thereto any person who has been removed from the office of the director under Article 109.

Board may fill casual vacancies

96. The Board shall have power at any time and from time to time to appointing person or persons as an additional director and additional directors provided that the total number of directors together shall not at any time exceed the maximum strength fixed for the Board by these Articles. Such additional

Board may appoint additional Director

directors shall hold office only up to the date of the next annual general meeting of the company, but shall be eligible for appointment by the Company at the meeting subject to the provisions of the Act.

Right of persons other than retiring Directors to stand for Directorship

97. (a) A person, who is not a retiring Director shall subject to the Provisions of the Act be eligible for appointment to the office of director at any general meeting if he or some member intending to propose him, has not less than fourteen days before the meeting, left at the Registered office of the company, a notice in writing under his hand signifying his candidature for the office of director or the intention of such member to propose him as a candidate for that office, as the case may be.
- (b) the company shall inform its members of the candidature of a person for the office of director or the intention of a member to propose such person as a candidate for the office by serving, individual on the members not less than seven days before the meeting in at least two newspapers circulating in the place where the Registered office of the Company is located of which one is published in the English language and the other in regional language of that place.
- (c) Every person (other than a Director retiring by rotation or otherwise a person who has left at the Registered office of the company a notice under section 251 signifying his candidature for the office of a Director) proposed at a candidate for the office at Director shall sign and file with the Company, his consent in writing to act as a director.

Power of Board to appoint alternate Directors

98. The Board may appoint an alternate Director to act for a Director (other than a Director appointed under Article 90), during his absence for a period of not less than three months from the State of Uttarakhand where the meetings of the Board shall ordinarily be held and such appointment shall have effect and such appointee, whilst he holds office as an alternate director, shall be entitled to all the rights, powers and privileges of the original director and notice of meetings of the Board and to attend and vote thereat accordingly; but he shall not be required to hold any qualifying shares and shall ipso facto vacate office if and when the original Director returns to the State of Uttarakhand of the original Director vacates office as a Director.

Power of State Government to appoint alternate Director

99. The State Government may appoint an alternate director act for a director appointed under Article 91 during his absence for any period and such appointment shall have the effect and such appointee whilst he holds office as an alternate director shall be entitled to all rights, powers and privileges of original director and notice of meeting of the Board and to attend and vote thereat accordingly.

XIV. PROCEEDINGS OF THE BOARD :

Meeting of the board

100. (a) the board shall meet together for dispatch of business at least once in every three calendar months and at least once in every three calendar months and at least four such meetings be held during any calendar year.

(b) Notice of every meeting of the Board shall be given in writing to every Director for the time being at his usual address in India.

Director may summon meeting

101. The Chairman, Vice-Chairman Managing Director as Secretary may any time and shall, upon the request of any Director at any time convene a meeting of the Board.

Chairman

102. If at any meeting of the Board, the Chairman/Vice-Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be the Chairman of the meeting.

103. Subject to the provisions of section 287 of the Act, the quorum for a meeting of the Board shall be one-third of its total strength, any fraction contained in the one-third be rounded of as one or two whichever is higher provided that where at any time the number of interested director, exceeds or is equal to two third of the total strength the number of the remaining directors, that is to say, number of the directors, who are not interested but present the meetings being not less than two, shall be the quorum during such time. For the purpose of this Article, an alternative Director shall be counted in a quorum at meeting at which the directors in whose place he is appointed is not present. If quorum is not present within fifteen minutes from the time appointed for holding a meeting of the Board, the meeting shall stand adjourned till such date and time as the chairman the Board shall appoint.
104. A meeting of the Board at which quorum present shall be competent to exercise all or any of the authorities, power, functions and discretion by or under these Articles for the time being vested in or exercisable by the Board.
105. Save as otherwise provided by the Act, questions arising ority any meeting shall be decided by a majority of votes and case of an equality of votes, the Chairman shall have a second or casting vote.
106. Subject to restrictions contained in section 292 of the Act the Board may, from time to time, delegate any of its power to a committee or committees of the Board consisting of one or more directors, and may from time to time revoke such delegation. Every committee so formed shall for the exercise of the powers so delegated, conform to any regulation and/or registration that may from kind to time be imposed on it by the Board. All acts done by any such Committee of the Board in conformity with such regulations and in fulfillment of the purpose of their appointment, shall have the like force and effects as if done by the Board.
107. The meeting and proceedings of any such committee of the Board consisting of two or more Directors shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Board so far as the same are applicable thereto and are not superseded by any regulation made by the Board
108. Acts done by any meeting of the Board or by a Committee of the Board or by a person as a director shall be valid notwithstanding that it may after wards be discovered that the appointment of such committee or Directors or of the persons as director(s) was invalid by reason of any defect or disqualification or had terminated by virtue of any provision contained in the Act or in these articles; provided that nothing in this Article shall be deemed to give validity to acts done by a director after his appointment has been shown to the company to be invalid or to have terminated.
109. Save as otherwise expressly provided in the Act and in these cases where a resolution is required by section 292 of the Act to be passed at a meeting of the Board, resolution shall be as valid and effectual as if it had been passed at a meeting of the Board, or committee thereof, as the case may be, duly convened and held, if a draft, thereof in writing is circulated together with the necessary papers, if any, to all the directors or all the members of the committee, than in India (not being less in number than the quorum fixed for a meeting of the Board or committee, as the case may be, and to all other directors or members at their usual address in India and has been approved by such of directors as are then in India or by a majority of such of them as are entitled to vote on the resolution.
110. (a) The Board shall, in accordance with provisions of section 193 of the Act, cause minutes of all proceedings of every general meeting and of all proceedings of every meeting of the Board and of every committee of the Board to be kept by making within thirty days of the conclusion of every such meeting, entries thereof in book kept for that purpose with their pages consecutively numbered. Each page of every such book shall be initialed or signed and the last page of the record of proceedings of each meetings in such book shall be dated and signed by the Chairman of the said meeting, or the chairman of the succeeding meeting and in the case of minutes of proceedings of a general meeting, by the Chairman of the same meeting within the aforesaid

Quorum

Power of Board meeting

Question to be decided majority vote

Committee of the Board

Regulation of committee meeting

Acts of a Director valid notwithstanding defective appointment, etc.

Resolution by circulation

Minutes to be made

period of thirty days or in the event of the death or inability of the chairman within that period, by a Director duly authorised by the Board for the purpose, in no case the minutes or proceeding of a meeting shall be attached to any such books as aforesaid by pasting or otherwise.

- (b) The minutes of such meeting shall contain a fair and correct summary of the proceedings there at and all orders made by the Board or committees of the Board and all appointments of Directors and other officers of the company made at the meetings aforesaid shall be included in the minute of the meeting. Provided that no matter need be included in any such minutes which in the opinion of the Chairman of the meeting in his absolute discretion :
- (i) is, or could reasonably be regarded as defamatory of any persons; or
 - (ii) Irrelevant or immaterial to the proceedings; or
 - (iii) is detrimental to the interest of the company.
- (c) The minutes of each meeting of the Board or a committee of the Board shall also contain the name of the Directors present at the meeting, and in the case of each such resolution passed at the meeting, the names of the Directors if any, dissenting from or not concurring in the resolution.
- (d) Minutes of any meeting of the board or Committee thereof, or to the company in general meeting if kept in accordance with the provision of section 193 of the Act, shall be evidence of the proceedings recorded therein. The book containing the minutes of all proceedings of any general meeting of the Company shall in accordance with section 196(1) of the Act be kept at the Registered office of the Company and shall be open to the inspection of any member without charge on all business days between the hours of 10:30 A.M. and 12.30 P.M.

XV. POWER OF THE BOARD:

General Powers
of the Company
vested in the
Board

111. Subject to the provisions of the Act, the control of the company's affairs shall be vested in the board, who shall pay all expenses incurred in promoting and registering the company and shall be entitled to exercise all such powers and to do all such acts and things as the Company is authorised to exercise and do, provided that the Board shall not exercise any power, or do any act or thing which is directed or required whether by the Act or any other Act or by the Memorandum of Association of the Company or by these Articles or otherwise, to be exercised or done by the company in general meetings; provided further that in exercising any such power or doing any such act or thing, the Board shall be subject to the provisions contained in that behalf in the Act or any other Act or in the Memorandum of Association of the Company or these Articles, or in any regulations not inconsistent therewith made there under including regulations made by the Company in general meetings but no regulation made by the Company in general meeting shall invalidate any prior Act of the Board which would have been valid if that regulation had not been made. Provided further that the Board shall not transfer whether by way of sale, gift or mortgage or otherwise dispose off any immovable property of the company without prior approval in writing of the Government of Uttarakhand.

Specific Powers
of the Board.

112. Without prejudice to the general powers conferred by Article 126 and by or under any other Article or the provisions of the Act, the Board have the following specific powers :

- (i) To carry out the objects of the Company and exercise the powers contained in Clause III of the Memorandum of Association of the Company.
- (ii) To have superintendence, control and direction over Manager or Managing Directors, whole time directors and all other Officers of the Company.
- (iii) To carry on business on the vacation of office by the Managing Director or Manager of the Company, if any.

- (iv) To delegate, subject to the provisions of section 292 of the Act by a resolution passed at a meeting of the Board to any committee of the Board and/or Managing Director of the Company and/or Managers and/or principal officers or the branches established at the head quarters of the company or any other places.
 - (a) The power to borrow moneys otherwise than on debentures.
 - (b) The power to invest the funds of the company.
 - (c) The power to make loans; and
 - (d) The power to carry out the objects of the company as contained in clause III of the Memorandum of the company in respect of any particular unit owned, managed or run by the company.

Provided that every resolution delegating power under clause :

- (a) Shall specify the total amount outstanding at any time up to which money can be borrowed by delegate, every resolution delegating the power referred to in clause (iv) (a).
- (b) Shall specify the total amount upto which the funds may be invested and the nature of investments which may be made by the delegate and every resolution delegating the power in clause; (iv) (b).
- (c) Shall specify the total amount up to which the loans may be made and the maximum amount of loans which may be made for each purpose in individual cases :

Provided further that nothing in this Article shall be deemed to affect the right of the company in general meeting to impose restrictions and conditions of the exercise by the Board of any of the powers specified above.

- (v) To appoint at any time and from time to time by a power of attorney under seal, any person to be the Attorney of the company for such purposes and with such powers, authorities and discretion (not exceeding those which are delegatable by the Board under the Act or these Articles) and for such period and subject to such conditions as the Board may from time to time think fit, with powers for such Attorneys to sub-delegate all or any of the powers, authorities and discretions vested in the Attorneys for the time being.
- (vi) To acquire by lease, mortgage, purchase or exchange or otherwise any property rights or privileges which the company is authorised to acquire at such price and generally on such terms and conditions as the Board may think fit.
- (vii) Subject to the provisions of section 293 of the Act, to sell, let, exchange or otherwise dispose of absolutely or conditionally and property, rights or privileges and undertaking of the Company upon such terms and conditions and for such consideration as the Board may think fit.
- (viii) To open any account or accounts with such Bank or Banks as the Board may select or appoint, to operate on such accounts, to make, sign, draw, accept, endorse or otherwise execute all cheques promissory notes, drafts, hundies, orders, bills of exchange, bills of lading, and other negotiable instruments, to make and give receipts releases and other discharges, for moneys, payable to the company and for the claims and demands of the Company, to make contracts, to execute deeds.
- (ix) To appoint officers, clerks, servants, experts and consultants for permanent, temporary or special service as the Board may from time to time think fit and to determine their powers and duties and to fix their salaries and emoluments and to require security in such instance and to such amount as the Board may think fit and to remove or suspend any such officers, clerks, servants, experts and consultants :

Provided however that no post the basic pay of which either exceeds Rs. 5,000/- per mensem or the maximum of the scale of which exceeds Rs. 5,000/- per mensem shall be created and filled without the prior approval of the State Government, provided further that appointment of any foreign national shall not be made without the prior approval of the State Government except the appointment or foreign technical personnel to any post without any ceiling of salary to such personnel and also when such appointment is in broad conformity with the policy of the Government. Provided always that the business of the Nigam including appointment and remuneration of employees (officers, clerks, servants, experts and consultants) shall be conducted as economically as possible keeping in view of the financial resources of the Nigam.

- (x) To sanction pay and reimburse the officers and employees of the Company in respect of any expenses incurred by them on behalf of the Company.
- (xi) To invest and deal with any of the moneys of the company to vary/release such investments subject to the provisions of sections 49, 77, 292, 295 and 372-A of the Act.
- (xii) To refer claims or demands by or against the Company to arbitration.
- (xiii) To institute, conduct, defend, compound or abandon any legal proceedings by or against the company or its officers, or otherwise concerning the affairs of the Company and also to compound and allow time by or against the company and to appoint solicitors, Advocates, counsels and other legal practitioners or advisers for such purposes or, for any other purposes, and pay their remuneration.
- (xiv) To act on behalf of the company in all matters relating to insolvency in which the company is interested.
- (xv) To establish, maintain support and subscribe to any charitable or public object or any institution, society which may be for the benefit of the company or to employee.
- (xvi) To make and alter rules and regulations concerning the and manner of payment of the contributions of the employees and the Company respectively to any such fund and accrual, employment suspension and forfeiture of the benefits of the said fund and the management of such fund as the Board may from time to time think fit.
- (xvii) To exercise the powers conferred by section 50 of the Act with respect to having an official seal for use abroad.
- (xviii) To exercise powers conferred on the Company by section 157 and 158 of the Act, with regard to the keeping of branch and foreign registers.
- (xix) To sell any goods or articles manufactured or produced by the Company or to purchase, obtain or acquire machinery, stores, goods or materials for the purposes of the company or to sell the same when no longer required for those purposes.
- (xx) To determine by resolution from time to time the period or persons by name of office who shall be entitled to do all or any of the acts mentioned in these Articles of the Company, and
- (xxi) To accept the surrender of any share by way of compromise or any questions as to the holder being properly registered in respect thereof subject to sections 100 to 104 of the Act.

Power to keep foreign register

113. The Company may exercise the powers conferred in it by section 157 and 158 of the Act with regard to the keeping of foreign register and the Board may (subject to the provision of those section) make such regulations as it may think fit respecting the keeping of any such register.

Drawing etc. or negotiable and other instrument

114. All cheques, promissory notes, drafts, order, hundies, bills of exchange and other negotiable instruments and all payable to the Company and for all claims and demands of the company, shall be made, signed, drawn, accepted, endorsed or otherwise executed as the case may be, by such person and in such manner as the Board shall from time by resolution determine.

115. The directors Board may, as and when they think fit, make any regulation not inconsistent with the object of the Company as set out in Memorandum of association or with these Articles for the conduct and regulation of the business of the Company and its directors and Officers and servants and may in like manner, may repeal any such regulations.

Power to frame regulation

XVI. CHAIRMAN:

116. The Chief Minister shall ordinarily be the ex-officio Chairman of the corporation/Nigam. The Chairman may nominate Vice-Chairman to assist him in the smooth functioning of the Nigam. The Vice-Chairman may take such of powers/rights of the Chairman as may be assigned to him from time to time by the Chairman.

Ex - Officio Chairman/Vice Chairman

XVII. MANAGING DIRECTOR + MANAGEMENT:

117. Subject to the provisions of Article 131 above and section 269 of the Act, the State Government shall from time to time appoint any of the directors to be Managing Director of the Company.

Power to appoint Managing Director

118. Subject to the provisions of Article 131 above and subject to control and direction of the Board, the chairman shall exercise such powers and carryout such duties as may be conferred or imposed upon him by a resolution or resolutions of the board passed in that behalf.

Management Director Power

119. Subject to the provisions of the Act and subject also to the control and superintendence of the Board, the Business and affairs of the Company shall be carried out and managed by the Managing Director for the time being of the Company.

Power of Management

120. Subject to the provision of the Act and in particular to prohibitions and restrictions contained in section 292 the Board may from time to time entrust to and confer upon the Managing Director for the time being such of the powers exercisable under these Articles by the Boards as it may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as it may think fit and the Board may confer such Powers, either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Board in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers.

Powers of Managing Director

121. The Company shall not appoint or employ or continue the appointment or employment of any person as its Managing Director or whole time Director who--

Certain Persons to be Appointed Managing Directors, Whole time Directors

- (a) is an undischarged insolvent or has at any time been adjudged an insolvent;
- (b) Suspends or has at any time suspended payment to his creditors, or makes or has any time made, a composition with them; or
- (c) is, or has at any time been convicted by a court of an offence involving moral turpitude.

XVIII. LOCAL MANAGEMENT:

122. The Board may from time to time provide for the management of the affairs of the Company conducted outside its registered office in respect of individual units owned, managed or run by it or else where and may in pursuance thereof appoint a person or persons to conduct and look after the business and affairs of the company and may, subject to the general control, direction and superintendence authorise him or them to exercise such of the powers as the Board may deem necessary or expedient.

Local Management

123. (a) The Company may have for use in any territory district or place not situated in India, an official seal which shall be facsimile of the Common seal of the Company, with the addition on its face of name of the territory district or place where it is to be used and by writing under its common seal authorise any person appointed for the purpose in that territory district or place to affix the official seal to any deed or other document to which the company is a party in that territory district or place

Official seal for use outside India

- (b) The person affixing the official seal shall by writing under his hand, certify on the deed or document to which the seal is affixed the date on which and the place at which it is affixed.

XIX. THE SEAL:

- Custody of Seal 124. The Board shall provide for the safe custody of the common seal which shall not be used except by the authority of a resolution of the Board, and every instrument to which the seal shall be affixed, shall be signed by atleast two Directors or by a Director and Secretary or some other person appointed by the Board for this purpose : provided nevertheless that any instrument bearing the seal of the Company shall be valid notwithstanding any irregularity touching the authority of the Board to issue the same provided further that certificate of shares shall be signed and issued in accordance with the provisions of the Companies (Issue of Share Certificate) Rules, 1960 or any statutory modification or re-enactment, thereof for the time being in force.

XX. ANNUAL RETURNS:

- Annual Returns 125. The Company shall comply with the provisions of sections 159 and 161 of the Act as to making and filling of Annual Returns.

XXI. RESERVES:

- Reserves 126. The Board may, from time to time set apart any surplus funds of the Company as it thinks fit as reserves applicable at its direction and/or to meet contingencies or for the liquidation of the debentures, debts or other liabilities of the Company. For rebuilding, restoring, replacing, altering, repairing, improving or maintaining, the plant, buildings or any property of the Company and for such other purposes of the Company as the Board in its absolute discretion thinks conducive to the interests of the Company and may, subject to the provisions of section 372-A of the Act, invest the several sums so set aside upon such investments (other than shares of the Company) as it may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the Company and may divide the reserves into such special funds as it thinks fit with full power to employ the Reserves of any part thereof in the business of or for the purpose of the Company and same shall not be available for distribution among the member of the Company in any manner whatsoever.

- Investment of Reserves 127. All moneys carried to the Reserve shall nevertheless remain and be surplus of the Company subject to due provision being made for actual loss or depreciation or for and such money and all other money of the Company not immediately required for the purposes of the Company may subject to the provisions of section 372-A of the Act be invested by the Board in or upon such investment or securities as it may select or may be used as working capital or may be kept at any Bank on deposit or otherwise the Board, may from time to time think proper.

XXII. ACCOUNTS:

- Maintenance of the books of account 128. The board shall cause to be kept in accordance with section 209 of Act proper books of account with respect to--
(a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure take place,
(b) all sales and purchases of goods by the Company,
(c) the assets and liabilities of the Company, and
(d) such particulars relating to utilisation of material or labour or to other items of cost as may be prescribed in the case of the Company and required by the Central Government to be included in the books of the account.

129. The books of accounts shall be kept at the Registered Office of the Company or at such other place in India as the Board may decide, and when the Board so decides the Company shall within seven days of the decision, file with the register a notice in writing giving the full address of the other place. The books of account and other books and paper shall be open to inspect by any Director during business hours and shall also be any Officer of Government authorised by the Central Government in this behalf. Location of books of Account
130. The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions of regulations the books of account and documents of the Company other than those referred to in Articles 125 (d) and 196 or any of them shall be open to the inspection of the members not being Directors and no member (not being a Director) shall have any right of inspecting any books of account or book or document of the Company except as conferred by law or authorised by the Board or by the Company in general meeting and no member (not being a Director) shall be entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company. Inspection by members
131. Subject to the provisions of sub-section 4-A of section 209 of the Act, the books of accounts of the Company relating to a period of not less than four years immediately preceding the current year together with the vouchers relevant to any entry in such books of account shall be preserved in good order. Books of Account to be preserved
132. At every annual general meeting of the Company the Board shall lay before the Company a Balance Sheet and Income Expenditure Account made up in accordance with the provisions of section 210 of the Act and such balance sheet and profit and loss account shall comply with the requirements of section 210, 211, 212, 215 and 216 and of Schedule VI to the Act so far as they are applicable to the Company but, save as aforesaid the Board shall not be bound to disclose greater details of the result or extent of the trading and transaction of the Company than it may deem expedient. Balance Sheet and Income and Expenditure Account
133. There shall be attached to the balance sheet all such documents as are required to be so attached by section 212 of the Act in respect of subsidiary Company, if any. Balance sheet to include certain particulars as to its subsidiary Company
134. There shall be attached to every balance sheet laid before the Company in general meeting a report by the Board in accordance with section 217 of the Act. Annual report of Directors
135. A copy of every balance sheet (including Income & Expenditure Account the Auditor Report and every other document required by law to be annexed or attached to the balance sheet) which is to be laid before the Company in general meeting shall, as required by section 219 of the Act not less than twenty one days before the date of the meeting, be sent to every member debenture holder, trustee for the holder of debenture issued by the Company and all other persons to whom, the same is required to be sent by the said section. Copies to be sent
136. The Company shall comply with section 220 of the Act as to filing with the register copies of the balance sheet profit and loss Account and documents required to be annexed or attached thereto. Copies of balance sheet to be filed with register
- XXIII. AUDIT:**
137. At least once in every year the books of account of the Company shall be examined by one or more Auditor or Auditors duly appointed by the Board. Account to be Audited Annually
138. Where the Company has branch office, the provisions of section 228 of the Act shall apply. Audit Account of branch office
139. Whenever a vacancy in the office of the Auditor occurs the Company at its general meeting may nominate any other Auditor in his/her place. Audit Provisions

Remuneration of auditors	140. The Auditors shall be paid such remuneration as in auditors accordance with section 224 (8) (aa) of the Act.
Duties Auditors	141. The Auditors so appointed shall audit and make the report in the manner provided for under the Act.
Right of Auditors	142. Every Auditor of the Company shall have a right of access at all times to the books, accounts and vouchers of the Company and shall be entitled to require from the Directors and officers of the Company such information and explanation as may be necessary for the performance of his duties as an Auditor.
When account to be deemed finally settled	143. Every account of the Company when audited and approved by a General Meeting shall be conclusive.
Notice of meeting to be sent to auditors	144. All notices and other communications relating to any general meeting of the Company which any member of the Company is entitled to have sent to him shall also be forwarded to the Auditor of the Company and the Auditor shall be entitled to attend any general meeting and to be heard at any general meeting which he attends on any part of the business which concerns him as Auditors.
Auditor's report to be read	145. The Auditor's Report (including the Auditor's separate special or supplementary report, if any) shall be read before the Company in General Meeting and shall be open to inspect by any member of the Company.

XXIV. NOTICES AND DOCUMENTS:

Service of notice to members	<p>146. (a) A notice or document may be served by the Company on any member either personally or by sending it by post to him to his registered address or to the member, not being a resident in India, to the address, if any, supplied by such member to the Company for the giving of notice to him</p> <p>(b) Where a notice or document is sent by post :</p> <p>(i) Service thereof shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the document; provided that where a member has intimated to the Company in advance that document should be sent to him under a certificate of posting or by registered post with or without acknowledgement due and has deposited with the Company a sum sufficient to defray the expenses for doing so, service of the document shall not be deemed to be effected unless it is sent in the manner intimated by the member, and</p> <p>(ii) Such service shall be deemed to have been effected--</p> <p>(1) In the case of a notice of meeting at the expiration of forty eight hours after the letter containing the same is posted; and</p> <p>(2) In any other case at the time at which the letter would be delivered in the ordinary course of post.</p> <p>(c) Where a notice or other document is sent by post outside India, service thereof shall be deemed to have been effected by properly addressing and sending a letter by air mail postage prepaid, at the time at which the letter would be delivered in the ordinary course of post.</p>
Notice to members who have not supplied address	147. A notice or document advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to be duly served on the day on which the advertisement appears on every member resident in India, who has no registered address in India and has not supplied to the Company an address for the giving of notices to him, any such member who has no registered address in India shall, if so required to address in India for giving of notices to him.
Notice to members	148. A notice or document may be served by the Company on the members registered jointly in respect of a share by serving it on the member named first in the Register of members of the Company in respect of the share.

149. A notice or document may be served by the company on the persons entitled to a share in consequence of the death or insolvency of a member by sending in through the post in a prepaid letter addressed to them by name, or on any like description, at the address in India supplied for the purpose by the persons, claiming to be so entitled, or until such an address has been so supplied, by serving the document in any manner in which it might have been served if the death or insolvency had not occurred. Notice to other
150. Any notice required to be given by the Company to the member or any of them and not expressly provided for by these Articles or by Act, shall be sufficiently given, if given by advertisement. Giving of notice by Advertisement
151. Any notice required to be, or which may be given by advertisement, shall be advertised once in one or more newspapers circulating in the neighbourhood of the Registered office of the Company. Advertisement of notice
152. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear. Date on which notice deemed to be served
153. Every person who, by operation of law, transfer or other means whatsoever, shall become entitled to any share be bound by every notice in respect of such share which previously to his name and address being entered in the Register, shall be duly given to the person from whom he derives his title to such share. Transfer etc. bound by prior notice
154. Subject to the provisions of Article 181 any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles, shall notwithstanding that such member be then deceased and whether or not the company has notice of his demise, whether registered solely or jointly with other persons, for all purposes be deemed a sufficient service of such notice or document on his executors or administrators and all persons, if any, jointly interested with him in any such share. Notice valid through member deceased
155. The signature to any notice to be given by the Company may be written or printed. How notice be issued
156. Subject to the provisions of sections 497 and 509 of the Act, in the event of a winding up of the Company, every member of the Company who is not for the time being in the place where the registered office of the Company is located, shall be bound within eight weeks' after the passing of an effective resolution to wind up the company voluntarily, or the making of an order for the winding up of the company, to serve notice in writing on the company stating the name of some house holder residing in the neighbourhood of the registered office of the Company upon whom all summons, notices, process, orders and judgements in relation to or under the winding up of the Company may be served and in default of such nomination, the liquidator of the Company shall be at liberty, on behalf of such member, to appoint some such person, and service upon any such appointee whether appointed by the member or the liquidator shall be deemed to be good personal service on such member for all purposes, and where the liquidator makes any such appointment, he shall, with all convenient speed give notice thereof to such member by advertisement in some daily newspaper circulating in the neighbourhood of the Registered office of the Company or by a registered letter sent by post and addressed to such member at his address as registered in the register of members and such notice shall be deemed to be served on the day on which the advertisement appears or the letter would be delivered in the ordinary course of the post. The provisions of this Article shall not prejudice the right of the liquidator of the Company to serve notice or document in any other manner prescribed by these Articles. Service of process in winding up

XXV. KEEPING OF REGISTERS AND INSPECTION:

157. The Company shall keep and maintain at the Office in accordance with the requirements of the Act, the following registers:-- Register etc. to be maintained by company
- (i) A register of charges pursuant on section 143 of the Act.

- (ii) A register of members pursuant to section 150 and whenever company has more than fifty members, unless such Register of Members is in a form which itself constitutes an index, and index of member pursuant to section 151 of the Act.
- (iii) A register of debenture-holders pursuant to section 152, and whenever the company has more than fifty debenture-holders, unless such register of debenture-holders itself constitutes an index, an index of debenture-holders pursuant to section 152 (2) of the Act.
- (iv) A register of contracts pursuant to section 301 of the Act.
- (v) A register of Directors, Managing Director and Secretary pursuant to section 303 of the Act.
- (vi) A register of Director's share holding pursuant to section 307 of the Act.
- (vii) A register of loans, etc. made by the Company to bodies corporate pursuant to section 370 of the Act.
- (viii) A register of investment made by the company in shares and debentures of bodies corporate pursuant to section 372 of the Act.
- (ix) A register of investment not held by the company in its own name pursuant to section 49(7) of the Act.
- (x) A register of Renewed and Duplicate certificate pursuant to rule 7(2) of the Companies (Issue of Share Certificate) Rules, 1960 or any statutory modification or re-enactment thereof.

Supply of copies of Registration etc.

158. The company shall comply with the provisions of sections 39, 118, 163, 192, 196, 301, 302, 304, 307 and 312 or any other provisions of the Act as to the supplying of copies of registers, deeds, documents, instruments, returns certificates and books therein mentioned to the persons therein specified when so required by such persons on payment of the charges, if any, prescribed by the said sections.

Inspection of Member Register etc.

159. Where under any provisions of the Act any person whether of the company or not, is entitled to inspect, any register, return, certificate deeds, instrument or documents required to be kept or maintained by the company, the person so entitled to inspect shall be permitted to inspect the same during the hours of 10:30 a.m. and 12:30 p.m. or during such hours as the Director may from time to time prescribe on such business days the Act requires them to be open for inspection.

Closing of Registers of member

160. The Company, may after giving not less than seven days previous notice by advertisement in some newspapers circulating in the district in which the office of the company is situated close the register of Member, Debenture holders or the register of debenture holders, as the case may be, for any period or periods not exceeding in the whole forty-five days in each year, but not exceeding thirty days at any one time.

Issue of duplicate cheques, dividend warrants etc.

161. The company may issue a duplicate cheque of dividend warrant interest warrant on share holder or holders of debentures furnishing sue indemnity or otherwise as it may think proper.

XXVI. SECRECY:

Secrecy

162. Every Director, Auditor, Secretary or Trustee for the Company, its Member or debenture holders, members of a committee, office servants agent, accountant or other persons employed in or about the business of the Company shall, if so required by the Board or by the Managing Director be entering upon his duties, sign a declaration pledging himself to observe strict secrecy respecting all transactions of the company with its customers and the State of account with individuals and the matter relating thereto and shall by such declaration pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required to do so by the Board or by a Court of law or by the person whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in these Articles.

163. No member or other person (not being a director) shall be entitled to enter upon the property of the company or to inspect or examine the premises, or properties or the books of account of the company without the permission of the Director or Managing Director of the company for the time being or to require the discovery of any information respecting any detail of the Company trading or any matter which is or may be in the nature of trade secret or secret process or of any matter whatsoever which in the opinion of the Director or the Managing Director will be inexpedient in the interest of the company or the members of the company, to communicate or disclose.

Right to mem-
bers to enter pre-
mises of the
company

XXVII. INDEMNITY:

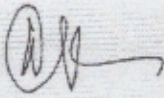
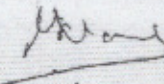


164. Subject to provisions of section 201 of the Act, every Director, Managing Director, Secretary or other officer or employee of the Company shall be indemnified against any liability incurred by him in depending any proceedings whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 633 of the Act in which relief is given to him by the court.

Indemnity

XXVIII. GENERAL:

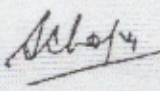

165. (a) The State Government of Uttarakhand in keeping with the statutory requirements of the Companies Act may from time to time issue directions to the company as to the exercise and performance of its functions in matter involving the security of the State or substantial public interest and such other directions as he may consider necessary in regard to the finances and the conduct of business and affairs of the company and in the like manner may vary or annul any such directives. The Company shall give immediate effect to the directive so issued.
- (b) The State Government of Uttarakhand may call for such returns accounts and other information with respect to the property and activities of the company as may be required by it from time to time.

General

Sl. No.	Names, Addresses, Description and Occupation of subscribers	Signature of Subscriber	Signature, name, address and description of Witness
1.	Kharab Singh Daryal S/o Sri H.S. Daryal R/o L.I.C. Building, Kaladungi Road Haldwari Uttaraanchal Age - 58 years Occupation - Govt. Service.		I hereby certify all the signature of the subscribers of Articles of Association
2.	ANDU KUMAR PANDU S/O Late DR. CHANDU CHANDRA PANDU 70 T-15, JAMUNA COLONY, DEHRADUN PRINCIPAL SECRETARY, FINANCE Govt. of Uttaraanchal		BALENDU SHARMA DR. C.S. SHARMA R/O VISHNU AYURVEDIC PHARMACY, DAKSHI ROAD, KANKHALI HARDWAR OCCUPATION: PRACTISING, CHARTERED ACCOUNTANT MEMBERSHIP NO. 88413
3.	Suresh Kumar Mittal S/o Late Shri B.N. Mittal Age: 51 years Principal Secretary, Govt. of Uttaraanchal Govt. Service		
4.	B.P. Pandey S/o Sri Govardhan Pandey Age - 47 yrs Secretary Power and Irrigation Govt. of Uttaraanchal Govt. Service		

Date: 4.01.2005

Place: Dehradun

Sl. No.	Names, Addresses, Description and Occupation of subscribers	Signature of Subscriber	Signature, name, address and description of Witness
5.	<p>Sanjeev Chopra % Sh S K Chopra R/o. Uttaranchal Sachivalaya Subhad Road Ahmedn.</p> <p>Age: 43 yrs. Occupn: Law serve.</p>		<p>I hereby certify all the signature of the subscriber of Articles of Association B Sharmah BALENDU SHARMA S/O D.R. C. S. SHARMA R/O VISHNU AYURVEDIC PHARMACY, DAKSH ROAD, KANKHAL, HARDWAR OCCUPATION: PRACTISING, CHARTERED ACCOUNTANT MEMBERSHIP NO. 88413</p>
6.	<p>Nip Singh Nopalchyal H/o. Late Man Singh R/o. Wawalal Sahaya Sabdara Road, Dehra Dun Uttaranchal Age 54 years occup. Govt. service.</p>		<p>I hereby certify all the signature of the subscriber of Articles of Association B Sharmah BALENDU SHARMA S/O D.R. C. S. SHARMA R/O VISHNU AYURVEDIC PHARMACY, DAKSH ROAD, KANKHAL, HARDWAR OCCUPATION: PRACTISING, CHARTERED ACCOUNTANT MEMBERSHIP NO. 88413</p>