फा0सं0 - 103/बजट
दिनांक - 01/08/2023

झारखण्ड सरकार
उच्च एवं तकनीकी शिक्षा विभाग
योजना भवन, नेपाल हाऊस कैम्पस, डोरण्डा, राँची–834002 (झारखण्ड)

संकल्प

विषयः– **झारखण्ड राज्य में गुरूजी स्टूडेंट क्रेडिट कार्ड योजना को लागू करने हेतु विस्तृत मार्गदर्शिका जारी करने के संबंध में।**

राज्य में 10वीं/12वीं कक्षा उत्तीर्ण ऐसे विद्यार्थी, जो आर्थिक कारणों से उच्च शिक्षा प्राप्त करने से वंचित रह जाते है, को आर्थिक सहायता प्रदान करने हेतु झारखण्ड राज्य में गुरूजी स्टूडेंट क्रेडिट कार्ड योजना लागू करने का निर्णय लिया गया है। इससे राज्य के छात्रों को उच्च शिक्षा के क्षेत्र/संस्थान जैसे–Engineering, Medical, Law, Research, IITs, IIMs आदि में शिक्षा प्राप्त करने में सुविधा हो सकेगी। इस योजना के अन्तर्गत 10/12वीं कक्षा उत्तीर्ण प्रत्येक इच्छुक तथा अर्हत्ता प्राप्त विद्यार्थी को बैंकों से जोड़कर शिक्षा ऋण उपलब्ध कराने का उद्देश्य है।

2. राज्य के सकल नामांकन अनुपात 17 है, जबकि राष्ट्रीय सकल नामांकन अनुपात 27 है। राष्ट्रीय शिक्षा नीति, 2020 के अनुसार सभी उच्चतर शिक्षण संस्थानों को बहुविषयक (Multi-Disciplinary) के रूप में विकसित किया जाना है तथा सकल नामांकन अनुपात (Gross Enrolment Ratio) को वर्ष 2035 तक 50 प्रतिशत तक बढ़ाने का लक्ष्य निर्धारित किया गया है। राज्य सरकार का ध्येय है कि झारखण्ड का सकल नामांकन अनुपात को राष्ट्रीय स्तर के बराबर करने के लिए सभी आवश्यक कदम उठाये जाय।

3. अतः 10/12वीं कक्षा उत्तीर्ण प्रत्येक इच्छुक तथा अर्हत्ता प्राप्त विद्यार्थी को शिक्षा ऋण उपलब्ध कराने के उद्देश्य से विभागीय संकल्प ज्ञापांक–3/यो0 1–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 के माध्यम से राज्य में गुरूजी स्टूडेंट क्रेडिट कार्ड योजना लागू करने हेतु Broad Guidelines निर्धारित किया गया है।

4. गुरूजी स्टूडेंट क्रेडिट कार्ड योजना का क्रियान्वयन वित्तीय वर्ष 2023–24 से किया जाना है। इसके लिए गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के क्रियान्वयन हेतु विस्तृत मार्गदर्शिका जारी करना आवश्यक है। विस्तृत मार्गदर्शिका तैयार करने हेतु अनु0ज0जा0, अनु0जा0, अल्पसंख्यक एवं पिछड़ा वर्ग कल्याण विभाग, झारखण्ड द्वारा कार्यान्वित पोस्ट मैट्रिक Scholarship योजना तथा पश्चिम बंगाल में संचालित स्टूडेंट क्रेडिट कार्ड योजना का अध्ययन किया गया है। सम्यक विचारोपरांत गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के क्रियान्वयन हेतु विस्तृत मार्गदर्शिका तैयार किया गया है।

5. उक्त के आलोक में गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के क्रियान्वयन हेतु विस्तृत मार्गदर्शिका तैयार किया गया है जिसका उल्लेख Detailed Guidelines For Guruji Student Credit Card (GSCC) Scheme (अनुलग्नक–1) में है। उक्त विस्तृत मार्गदर्शिका में मुख्यतः निम्न बिन्दुओं का उल्लेख किया गया है–

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(i) गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के क्रियान्वयन हेतु उच्च स्तरीय समिति का गठन किया जाता है, जिसकी संरचना निम्नवत् होगीः–

(a)	निदेशक, उच्च शिक्षा	–	अध्यक्ष
(b)	निदेशक, तकनीकी शिक्षा	–	उपाध्यक्ष
(c)	वित्त विभाग के प्रतिनिधि (उप सचिव से अन्यून)	–	सदस्य
(d)	मंत्रिमंडल सचिवालय एवं निगरानी विभाग (निगरानी प्रभाग) के उप सचिव स्तर से अन्यून प्रतिनिधि	–	सदस्य
(e)	सूचना प्रौद्योगिकी एवं ई–गवर्नेंस विभाग के प्रतिनिधि (उप सचिव से अन्यून)	–	सदस्य
(f)	कार्मिक, प्रशासनिक सुधार एवं राजभाषा विभाग से अनुसूचित जाति/अनुसूचित जनजाति के प्रतिनिधि (उप सचिव से अन्यून)	–	सदस्य
(g)	बैंकिंग क्षेत्र से State Level Banking Committee द्वारा नामित वरीय पदाधिकारी (one expert from credit and other expert from IT field) (Manager or above) preferably from the Corpus Bank	–	सदस्य
(h)	समिति के अध्यक्ष द्वारा प्राधिकृत विशेष आमंत्रित सदस्य	–	सदस्य
(i)	उप निदेशक, उच्च शिक्षा	–	सदस्य सचिव

इस योजना के क्रियान्वयन में किसी भी कठिनाई को दूर करने के लिए उक्त समिति सभी प्रकार के दिशा–निर्देश जारी करने हेतु प्राधिकृत होगी। उक्त समिति के Powers and Functions का उल्लेख विस्तृत मार्गदर्शिका में कर दिया गया है।

(ii) उक्त Detailed Guidelines में निम्न Indicative Process का उल्लेख किया गया है–

- Application and loan disbursement
- Interest Subvention
- Disbursement of Institutional Expense
- Reimbursement of Non-Institutional Expense
- Non-Institutional Advance Claim by Student
- Credit Guarantee Claim against defaulted loan accounts by MLI's

(iii) गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के क्रियान्वयन हेतु एक वेब पोर्टल तैयार किया जाएगा। उक्त वेब पोर्टल Develop तथा Maintain करने वाले एजेंसी को Web Portal Development Agency कहा जाएगा। Web Portal Development Agency का चयन Corpus Bank के द्वारा किया जाएगा या Corpus Bank स्वयं ही Web Portal तैयार तथा Maintain करेगी। अर्थात Web Portal तैयार कराने तथा उसे Maintain करने की जिम्मेवारी Corpus Bank की होगी। उक्त Web Portal Development Agency की भूमिका का उल्लेख विस्तृत मार्गदर्शिका में किया गया है। Web Portal पर विभिन्न Stakeholders की भूमिका का भी उल्लेख है।

(iv) इस योजना के अंतर्गत झारखण्ड राज्य स्थित मान्यता प्राप्त संस्थान से 10वीं तथा 12वीं कक्षा उत्तीर्ण (डिप्लोमा छात्रों के लिए 10वीं कक्षा उत्तीर्ण) छात्रों के लिए बैंकों (Member Lending Institutions) के माध्यम से ऋण उपलब्ध कराया जाएगा। ऋण डिप्लोमा, स्नातक, स्नातकोत्तर,

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पी0एच0डी0, पोस्ट डॉक्टोरल, अनुसंधान आदि में उच्च शिक्षा ग्रहण करने के लिए प्रदान किया जायेगा।

(v) ऋण के संबंध में विभागीय संकल्प ज्ञापांक–3/यो0 1–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 की कंडिका (v) में अंकित प्रावधानों में निम्न संशोधन किया जा रहा है:–

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इस योजना के तहत अधिकतम ऋण की राशि 15 लाख रूपये निर्धारित है। छात्रों को ऋण बैकों के माध्यम से उपलब्ध कराया जाएगा। इस राशि का अधिकतम 30% Non-Institutional कार्यो (Living Expenses सहित) हेतु प्राप्त होगा। छात्रों को ब्याज के रूप में Simple Rate of Interest मात्र 4% राशि का भुगतान करना होगा। शेष ब्याज की राशि Interest Subvention के रूप में राज्य सरकार द्वारा वहन की जाएगी अर्थात् राज्य सरकार की भूमिका Guarantor की होगी। ऋण प्रदान करने वाले बैंको के द्वारा प्रतिवर्ष 0.50% of the outstanding amount की Guarantee Fee नोडल विभाग को उपलब्ध करानी होगी। राज्य सरकार के द्वारा बैंकों को ऋण की राशि की 100% गारंटी कवर दी जायेगी। छात्रों से ऋण के लिए किसी भी प्रकार का Collateral Security नहीं लिया जाएगा। ऋण वापसी की अधिकतम अवधि 15 वर्ष तक की होगी। बैंकों की जिम्मेवारी होगी कि ऋण हेतु आवेदन करने वाले छात्रों के संबंध में वे विधिवत जांच अपने स्तर से सुनिश्चित करें।	इस योजना के तहत अधिकतम ऋण की राशि 15 लाख रूपये निर्धारित है। छात्रों को ऋण बैकों के माध्यम से उपलब्ध कराया जाएगा। इस राशि का अधिकतम 30% Non-Institutional कार्यो हेतु प्राप्त होगा। छात्रों को ब्याज के रूप में Simple Rate of Interest मात्र 4% राशि का भुगतान करना होगा। शेष ब्याज की राशि Interest Subvention के रूप में राज्य सरकार द्वारा वहन की जाएगी अर्थात् राज्य सरकार की भूमिका Guarantor की होगी। ऋण प्रदान करने वाले बैंको के द्वारा प्रतिवर्ष 0.50% of the outstanding amount की Guarantee Fee नोडल विभाग को उपलब्ध करानी होगी। राज्य सरकार के द्वारा बैंकों को ऋण की राशि की 100% गारंटी कवर दी जायेगी। छात्रों से ऋण के लिए किसी भी प्रकार का Collateral Security नहीं लिया जाएगा। ऋण वापसी की अधिकतम अवधि 15 वर्ष तक (Moratorium Period तथा Study Period मिलाकर) की होगी। बैंकों की जिम्मेवारी होगी कि ऋण हेतु आवेदन करने वाले छात्रों के संबंध में वे विधिवत जांच अपने स्तर से सुनिश्चित करें।

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(vi) छात्रों से ऋण की वसूली बैंकों के द्वारा की जायेगी। यदि बैंकों के द्वारा Banking Norms के अनुरूप हर संभव प्रयास के बावजूद ऋण की वसूली नहीं हो पाती है, तो इस योजना के प्रावधानों के अधीन गारंटी कवर की राशि बैंकों को देने के उपरांत बिहार और उड़ीसा लोक माँग वसूली (झारखण्ड संशोधन) अधिनियम, 2016 (झारखण्ड अधिनियम 23, 2017) के अधीन राज्य सरकार ऋण वसूली हेतु आवश्यक कार्रवाई करेगी।

(vii) ऋण की वापसी, जिस पाठ्यक्रम के लिए ऋण लिया जा रहा है, उस पाठ्यक्रम के समाप्ति के एक वर्ष के बाद से शुरू करने का छात्रों के पास विकल्प रहेगा, अर्थात् 01 वर्ष की अवधि Moratorium की होगी।

(viii) बैंको के द्वारा चार्ज किया जाने वाला ऋण का दर निम्नवत् होगा–

- For Boys, Prevalent EBLR of State Bank of India Plus 1.5% p.a.
- For Girls/Others, rate of interest @ EBLR of State Bank of India Plus 1% p.a
- ब्याज के दर के संबंध में अन्य प्रावधान में निम्न संशोधन प्रस्तावित हैः–

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The Rate of Interest so fixed on the date of sanction will remain fixed and calculated at simple rate for the entire duration of the loan.	The Rate of Interest shall be floating and periodically revised as per revision in the EBLR of State Bank of India and calculated at simple interest rate for the entire duration of the loan.

(ix) Margin Money:-

a. Up to Rs. 4.00 Lakhs: NIL

b. Above Rs. 4.00 Lakhs: 5% of the total sanctioned loan amount.

c. विभागीय संकल्प ज्ञापांक–3/यो0 1–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 में Margin Money के संबंध में अंकित प्रावधान के अतिरिक्त Margin Money संबंधी निम्न प्रावधान विस्तृत मार्गदर्शिका में जोड़ा जा रहा है–

Scholarship/ Assistance ship to be included in Margin.

(x) बैंको के द्वारा छात्रों से ऋण हेतु Processing Fee नहीं लिया जायेगा।

(xi) नोडल विभाग के द्वारा गुरूजी स्टूडेंट क्रेडिट कार्ड योजना के अधीन बैंकों को Interest Subvention की राशि उपलब्ध कराने के लिए, Guarantee Fee की राशि बैंकों (Member Lending Institutions) से प्राप्त करने के लिए तथा बैंकों (Member Lending Institutions) को सरकार द्वारा Non Performing Asset ऋण खातों के गारंटी कवर के अधीन ऋण की राशि उपलब्ध कराने हेतु एक

बैंक का चयन किया जाएगा जिसे Corpus Bank कहा जाएगा। इसके लिए Corpus Bank के साथ एकरारनामा किया जाएगा।

(xii) ऋण को विभिन्न बैंकों (Member Lending Institutions) के माध्यम से निर्गत किया जाएगा। विभिन्न बैंकों (Member Lending Institutions) से इसके लिए एकरारनामा किया जाएगा।

(xiii) जो छात्र पाठ्यक्रम की अवधि (Study Period) में पूरा ब्याज चुका देंगे उन्हें 1% Interest Concession की सुविधा बैंक द्वारा प्रदान की जायेगी। यह प्रावधान छात्रों के लिए वैकल्पिक है। इससे संबंधित Guruji Student Credit Card Interest Subsidy Arrangement का उल्लेख विस्तृत मार्गदर्शिका में कर दिया गया है।

(xiv) राज्य सरकार राज्य के भीतर एवं राज्य के बाहर भारत के वैसे उत्कृष्ट संस्थानों का चयन करेगी, जो विगत NIRF की सूची में Overall 200 क्रम संख्या के अन्दर अथवा संस्थान के संबंधित श्रेणी (जैसे विश्वविद्यालय, महाविद्यालय, अभियंत्रण, प्रबंधन, मेडिकल, डेन्टल आदि) में NIRF की सूची में 100 क्रम संख्या के अन्दर हो, अथवा NAAC "A" श्रेणी या उससे ऊपर का दर्जा प्राप्त हो।

(xv) योजना के सफल क्रियान्वयन के लिए एक PMU का गठन भी किया जायेगा, जिसमें समुचित संख्या में किन्ही प्रतिष्ठित Consultancy कम्पनी के Professionals को Hire कर उनकी सेवा ली जाएगी। विस्तृत मार्गदर्शिका में PMU की भूमिका का भी उल्लेख है।

(xvi) योजना के वित्तीय प्रबंधन हेतु विस्तृत मार्गदर्शिका में concurrent ऑडिट का भी प्रावधान है।

(xvii) योजना के क्रियान्वयन में किसी भी समस्या के निराकरण हेतु Public Grievance Redressal Centre भी अधिष्ठापित किया जायेगा, जो Helpline के रूप में कार्य करेगा।

(xviii) योजना के अनुश्रवण हेतु एक High Power Committee के गठन का प्रस्ताव भी विस्तृत मार्गदर्शिका में है, जिसकी संरचना निम्नवत है–

विकास आयुक्त, झारखण्ड	अध्यक्ष
अपर मुख्य सचिव/प्रधान सचिव/सचिव, उच्च एवं तकनीकी शिक्षा विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, वित्त विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, सूचना प्रौद्योगिकी एवं ई–गवर्नेंस विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, स्कूली शिक्षा एवं साक्षरता विभाग	सदस्य
अपर मुख्य सचिव/प्रधान सचिव/सचिव, श्रम, नियोजन, प्रशिक्षण एवं कौशल विकास विभाग	सदस्य
State Level Banking Committee (not below the rank of Deputy General Manager) के प्रतिनिधि	सदस्य
निदेशक, उच्च शिक्षा	सदस्य सचिव

(xix) योजना के विस्तृत मार्गदर्शिका में योजना के Internal Monitoring System, Public Grievance Redressal System, Awareness and Outreach Programs for the Scheme आदि का भी उल्लेख है।

(xx) सरकार तथा विभिन्न Member Lending Institutions के मध्य Credit Guarantee Arrangement For Guruji Student Credit Card (GSCC) Scheme का उल्लेख विस्तृत मार्गदर्शिका में कर दिया गया है।

(xxi) योजना हेतु Financial Modelling तैयार किया गया है, जो विस्तृत मार्गदर्शिका के Schedule 1 में संलग्न है।

(xxii) योजना के क्रियान्वयन हेतु बजट संबंधी प्रावधान –

विभागीय संकल्प ज्ञापांक–3/यो0 1–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 में बजट संबंधी प्रावधान	विस्तृत मार्गदर्शिका में योजना के क्रियान्वयन हेतु बजट संबंधी प्रस्तावित प्रावधान
योजना के क्रियान्वयन हेतु रू0 200 करोड़ का Corpus Fund रखा जाएगा।	प्रतिवर्ष अधिकतम रू0 500 करोड़ का ऋण विद्यार्थियों को उपलब्ध कराया जायेगा।

(xxiii) झारखंड राज्य के सरकारी/निजी विद्यालयों में 12वीं कक्षा में अध्ययनरत इच्छुक छात्र–छात्राओं को निबंधन के उपरांत सिस्टम जनरेटेड ई–कार्ड (गुरूजी स्टूडेंट क्रेडिट कार्ड) उपलब्ध कराया जाएगा। छात्र इस ई–कार्ड को डिजिटल रूप में या Print कराकर Physical रूप में सुरक्षित रख सकते हैं।

6. अतः Detailed Guidelines For Guruji Student Credit Card (GSCC) Scheme (अनुलग्नक–1) पर मंत्रिपरिषद् द्वारा स्वीकृति प्रदान की गयी है।
7. गुरूजी स्टूडेंट क्रेडिट कार्ड योजना का क्रियान्वयन वित्तीय वर्ष 2023–24 से किया जाएगा।
8. उक्त योजना के क्रियान्वयन हेतु Corpus Bank के रूप में HDFC Bank को स्वीकृति प्रदान की गयी है।
9. योजना की विस्तृत मार्गदर्शिका के Schedule 2 में विभाग तथा Corpus Bank के बीच एकरारनामा, Schedule 3 में विभाग तथा Member Lending Institution के बीच एकरारनामा तथा Schedule 4 में विभाग, Member Lending Institution एवं छात्रों के बीच एकरारनामा प्रारूप संलग्न है, जिस पर स्वीकृति प्रदान की गयी है।
10. उच्च एवं तकनीकी शिक्षा विभाग के संकल्प ज्ञापांक–3/यो01–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 को इस हद तक संशोधित समझा जाय। पूर्व से गुरूजी स्टूडेंट क्रेडिट कार्ड योजना हेतु विभागीय ज्ञापांक–3/यो01–02/2022 (उ0शि0) 220/बजट, दिनांक–14.11.2022 द्वारा निर्गत प्रावधानों को Detailed Guidelines For Guruji Student Credit Card (GSCC) Scheme अधिक्रमित करेगी।
11. गुरूजी स्टूडेंट क्रेडिट कार्ड योजना की राशि का वहन राज्य स्कीम मुख्य शीर्ष 2202–सामान्य शिक्षा–उप मुख्य शीर्ष–03–विश्वविद्यालय तथा उच्चतर शिक्षा–लघु शीर्ष–001–निदेशन एवं प्रशासन–उप शीर्ष–BM–गुरूजी स्टूडेंट क्रेडिट कार्ड योजनाएँ के अन्तर्गत उपबंधित राशि में से विकलनीय होगा।
12. प्रस्ताव पर मंत्रिपरिषद की बैठक दिनांक–11.07.2023 में मद संख्या–29 के रूप में स्वीकृति प्रदान की गयी है।

आदेशः—आदेश दिया जाता है कि इस संकल्प को झारखण्ड राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

अनु0—यथोक्त।

झारखण्ड राज्यपाल के आदेश से

1.8.23

(राहुल कुमार पुरवार)
सरकार के सचिव।

ज्ञापांकः—3/यो0 1—02/2022 (उ0शि0)— 103/सभा /राँची, दिनांकः 01/08/2023
प्रतिलिपि—अधीक्षक, राजकीय मुद्रणालय, झारखण्ड को राजपत्र के अगले अंक में प्रकाशनार्थ प्रेषित।

1.8.23
सरकार के सचिव।

ज्ञापांकः—3/यो0 1—02/2022 (उ0शि0)— 103/सभा /राँची, दिनांकः 01/08/2023
प्रतिलिपि—झारखण्ड राज्य के माननीय राज्यपाल के प्रधान सचिव/मुख्य सचिव, झारखण्ड के विशेष कार्य पदाधिकारी/विकास आयुक्त, झारखण्ड के प्रधान आप्त सचिव को सूचनार्थ प्रेषित।

1.8.23
सरकार के सचिव।

ज्ञापांकः—3/यो0 1—02/2022 (उ0शि0)— 103/सभा /राँची, दिनांकः 01/08/2023
प्रतिलिपि—महालेखाकार, झारखण्ड, रांची/कोषागार पदाधिकारी, सचिवालय कोषागार, डोरण्डा, रांची/सभी जिला कोषागार/उप कोषागार, झारखण्ड को सूचनार्थ हेतु प्रेषित।

1.8.23
सरकार के सचिव।

ज्ञापांकः—3/यो0 1—02/2022 (उ0शि0)— 103/सभा /राँची, दिनांकः 01/08/2023
प्रतिलिपि—माननीय विभागीय (मुख्य) मंत्री, उच्च एवं तकनीकी शिक्षा विभाग, रांची के आप्त सचिव/सभी अपर मुख्य सचिव/प्रधान सचिव/सचिव सभी विभाग, झारखण्ड, रांची/सभी उपायुक्त, झारखण्ड को सूचनार्थ प्रेषित।

1.8.23
सरकार के सचिव।

ज्ञापांकः—3/यो0 1—02/2022 (उ0शि0)— 103/सभा /राँची, दिनांकः 01/08/2023
प्रतिलिपि—विभागीय सचिव के प्रधान आप्त सचिव/निदेशक, उच्च, शिक्षा/निदेशक, तकनीकी शिक्षा/कुलसचिव, झारखण्ड के सभी विश्वविद्यालय/विभाग के सभी पदाधिकारी/निदेशक/प्रभारी प्राचार्य, राजकीय अभियंत्रण महाविद्यालय, झारखण्ड/प्राचार्य/प्रभारी प्राचार्य, सभी राजकीय पोलिटेकनिक/राजकीय महिला पोलिटेकनिक संस्थान झारखण्ड/सहायक निदेशक, तकनीकी शिक्षा निदेशालय को विभागीय पोर्टल पर अपलोड करने हेतु/विभागीय बजट शाखा को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

1.8.23
सरकार के सचिव।

अनुलग्नक - 1

Department of Higher and Technical Education

Government of Jharkhand

Detailed Guidelines
for
Implementation
of
Guruji Student Credit Card (GSCC) Scheme

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DETAILED GUIDELINES FOR GURUJI STUDENT CREDIT CARD (GSCC) SCHEME

Chapter 1: Basic Implementation Framework of Guruji Student Credit Card (GSCC) Scheme

With the objective to increase the GER and accessibility of Higher Education by the students, the State Government has set up 04 **new universities since 2016, 19 private universities since 2007 and 19 new Government Colleges (Women's college, Model college & Degree college) in aspirational districts/educationally backward districts/remote locations in addition to the already existing 63 constituent colleges.**

Each year more than 4 lakhs students qualify Class 10th and more than 3 lakhs students qualify Class 12th exams in the state of Jharkhand to pursue higher education.

One of the major objectives of the State Government is to ensure that no student is denied the opportunity to pursue higher education because of their financial condition. To achieve this objective and to facilitate meritorious students from financially weaker sections to pursue higher studies, the State Government proposes to support the students by providing an education loan, having a maximum limit of Rs. 15 lakhs (Rupees fifteen lakhs) available at subsidised rate of 4% simple interest rate per annum, so that the students can avail necessary funds as and when needed for their education.

Therefore, the following scheme is adopted to achieve the above-mentioned purposes.

THE SCHEME

1. **Short title and Commencement**
   (i) This scheme shall be called as the "**Guruji Student Credit Card Scheme**".
   (ii) It shall come into force from the date of publication in the Official Gazette.

2. **Definitions**
   Unless the context otherwise requires, the following terms shall have the meaning assigned against each as follows: –
   (i) "Academic year" means the annual period during which academic instructions are provided to the students.
   (ii) "Bank" means any State Co-operative Banks or Central Co-operative Banks or District Central Co-operative Banks or any other Public and Private sector Banks.
   (iii) "Course fee" means tuition fees, examination fees, library fees, caution deposits etc., to be charged by the School, College, University, or Institution in which the student concerned is receiving academic instruction.
   (iv) "Corpus Bank" means a scheduled commercial bank selected by the DHTE for placing the fund allocated for implementation of the scheme.
   (v) "Diploma Courses" means three years course after 10th class or two years course after 12th class.
   (vi) "DHTE" means the Department of Higher and Technical Education, Government of Jharkhand.
   (vii) "GSCC Development Agency" means agency to be responsible for the development and maintenance of the web-portal and mobile application of GSCC.
   (viii) "Institution(s)" means a school/college/university notified by the High-level committee in which student shall secure admission for eligibility under the scheme.

(ix) "Institutional" means the portion of loan that will be credited directly to the designated bank account of the Institution.

(x) "Legal guardian" means a person who is appointed to look after a student (in absence of his father and mother, including stepfather and stepmother) lawfully, as permitted under the personal law of inheritance and succession of the student concerned or some other person declared as such, by any competent Court of Law in India.

(xi) "MeiTY" means Ministry of Electronics and Information Technology, Government of India.

(xii) "Member Lending Institution (MLI)" means the State Co-operative Banks or Central Co-operative Banks or District Central Co-operative Banks or any other Public and Private sector Banks empanelled for lending activities under the scheme.

(xiii) "Non-Institutional" means the amount of loan that will be credited directly to Student's Bank Account.

(xiv) "Non-Institutional Advance" means a one-time advance available to the student as a portion of Non-Institutional Expense.

(xv) "Professional course" means the courses done in medicine, surgery, engineering, architecture, law, business, economics, accountancy, physiotherapy, psychology, technology, education, etc. which are recognized by any statutory authority in India constituted as such under any Central or State enactments or any statutory authority of any other Country.

(xvi) "Research at Doctoral / Post-Doctoral Level" means undergoing Ph.D. Course / Courses Post Ph.D. Level / any course involving research work as required by university or the relevant academic body.

(xvii) "Residence" means the residential address of the student mentioned in AADHAAR.

(xviii) "Scheme" means the Guruji Student Credit Card Scheme.

(xix) "School" means school providing secondary and higher secondary education and includes private schools under the administrative control of the boards/ councils active in the State of Jharkhand.

(xx) "Student" means a student who has completed class 10^{th} (in case pursuing diploma) or class 10^{th} and 12^{th} (for pursuing UG and above) from a recognized school active in the State of Jharkhand and is applying for a loan under this Scheme.

(xxi) "Stakeholders" means the administrators and end user of the web portal.

(xxii) "State Government" means the Government of Jharkhand.

(xxiii) "University" means State/Central/Private Universities and Deemed Universities.

(xxiv) "Web-Based Portal" means the Guruji Student Credit Card Scheme portal and the Guruji Student Credit Card Scheme mobile app developed by corpus bank and hosted on State Data Centre of Jharkhand/MeiTY Cloud Service Provider.

(xxv) "Public Demand Recovery Act" means the Bihar and Odisha Public Demand Recovery (Jharkhand-Amendment) Act 2016

3. Objective of the Scheme

The Scheme outlined herein aims at providing financial support/ assistance by the State Government at a nominal interest rate (with suitable guarantees to the bank) to the students who have completed Class 10^{th} from a recognised school in the state of Jharkhand to pursue diploma courses and Class 10^{th} and Class 12^{th} from a recognised school in the state of Jharkhand to pursue undergraduate and above courses. Students who are unable to pursue

higher education due to financial constraints can avail this scheme to pursue undergraduate, postgraduate courses including professional degree, diploma courses and research at doctoral/ post-doctoral level or other similar courses in institutions like IITs, IIMs, IIESTs, ISIs, NLUs, AIIMSs, NITs, XLRI, BITS, SPA, NID, IISc, IIFTs, ICFAI Business School etc., within the country. The primary objective is to provide meritorious students with an opportunity to pursue higher education, with financial support from the banking system under reasonable and affordable terms and conditions. Under this scheme the aspiring students fulfilling the terms and conditions detailed herein, may obtain maximum loan of Rs 15 lakhs (Rupees Fifteen lakhs) at simple interest rate of 4% per annum from State Cooperative Banks and its affiliated Central Cooperative Banks and District Central Cooperative Banks and Scheduled Commercial Banks operating in the State of Jharkhand.

4. Purpose

The sanctioned loan amount shall be decided by the Member lending institution (MLI) based on the fee structure of the institution in which the applicant has secured admission. The sanctioned loan amount may be utilised under the following categories: -

(i) The student may utilise the entire sanctioned loan amount for Institutional expenses during the period of study, which includes: -
   (a) Fees payable for pursuing education in the institutions within and outside of the state (within India) which have ranked up to 200 in the overall list or have ranked up to 100 in their respective individual category of NIRF Rankings or have been accredited grade either "A" or above by NAAC as course/tuition fees.
   (b) Fees payable for accommodation in the institution hostel, if included in the fee structure.
   (c) Fees payable for mess/food provided in the institution hostel, if included in the fee structure.
   (d) Fees payable for caution deposit/ building fund / refundable deposit/ examination/ library/ laboratory, if included in the fee structure.
   (e) Fees payable for study material such as books/computer/laptop/tablet etc. provided by the institute, if included in the fee structure.

(ii) The student may utilise maximum up to 30% of the total sanctioned loan amount for Non-Institutional expenses during the whole period of study which includes: -
   (a) Expenses incurred as rent/ license fees for living outside the hostel or living as a Paying Guest.
   (b) Expense incurred by the student for availing mess/food services from any sources other than School/ College/ University/ Institution.
   (c) Expense incurred in travel for participation in study tours/conferences/seminars/competitions approved by appropriate authority.
   (d) Expenses incurred in travel from the institution to the place of residence.
   (e) Expenses incurred for purchasing medical aids by specially-abled students.
   (f) Expenses incurred for hiring Day Care/ Child Care Services by Women with child/children between ages 0 to 5 years.
   (g) Advance available as Non-Institutional Advance to be claimed as the first disbursement of Non-Institutional Expense.
   (h) Non-Institutional Advance shall be a one-time advance available to the student up to the Non-Institutional expense limit available per semester.

(i) If unutilised, the Non-Institutional Advance shall be carried over to the next semester.

The High-level committee may make changes in fees/expense/advance covered under institutional and non- institutional expenses, as it deems fit, for the smooth implementation of the scheme.

5. Student Eligibility

(i) The student should be an Indian national and must have completed, from a recognized school in Jharkhand, Class 10th to pursue diploma and Class 10th and 12th to pursue undergraduate or higher courses.

(ii) The student should have secured admission in institutions like IITs, IIMs, IIESTs, ISIs, NLUs, AIIMSs, NITs, XLRI, IISCs, BITS, SPA, NID, IIFTs, ICFAI Business School etc within and outside of the state (within India) which are ranked up to 200 in the overall list or ranked up to 100 in their respective individual category of NIRF Rankings or have been accredited grade either "A" or above by NAAC.

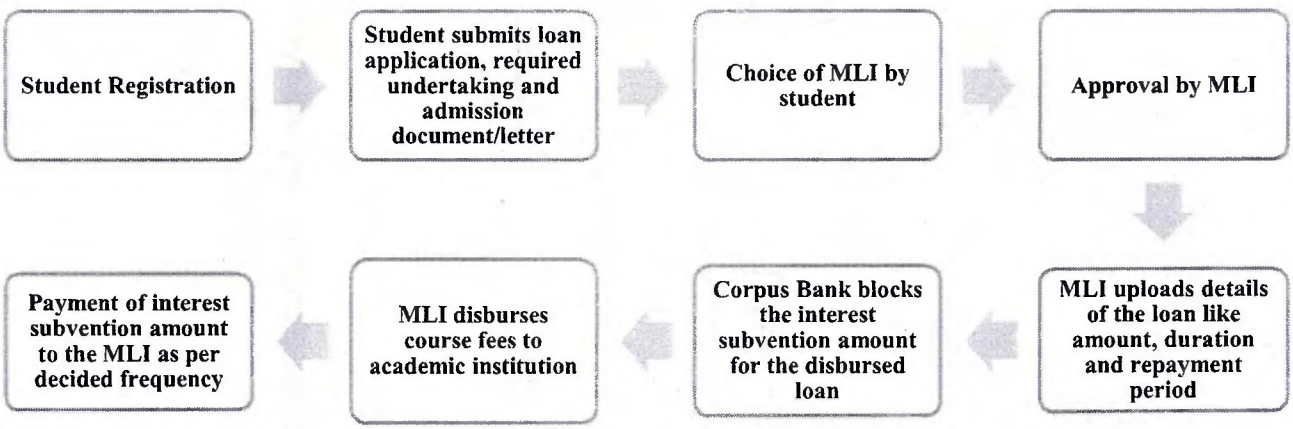
(iii) The student should not be aged more than 40 (forty) years at the time of application for loan.

(iv) The student should not be a prior beneficiary of the Scheme.

(v) The student should not have availed education loan from any State Co-operative Banks or Central Co-operative Banks or District Central Co-operative Banks or any Public or Private sector Banks for the course in which he/she is applying for loan under the Scheme.

6. Indicative Process Flow for various functions under the Scheme

(i) Application and loan disbursement



(a) Student Registration – The student registers on the web-based portal by filling the required details as approved by the High-level committee.

(b) Student submits loan application. – The student submits the detailed loan application form as per the format approved by the High-level committee.

(c) Undertaking by Student - The student submits an undertaking regarding truthfulness of fulfilling of all eligibility criteria under the scheme and accepting any legal/penal

liability, if found incorrect. The student shall also provide details of the benefits availed by him/her under any scholarship scheme, if any.

(d) Admission Document Upload - The student uploads the admission letter and fee payment schedule of the institute.

(e) Choice of MLI by student – The student chooses one MLI from the list of onboarded MLIs for loan application.

(f) Approval by MLI – After due process and scrutiny, MLI approves/rejects the student loan application, quantum of loan amount and timeline of disbursement.

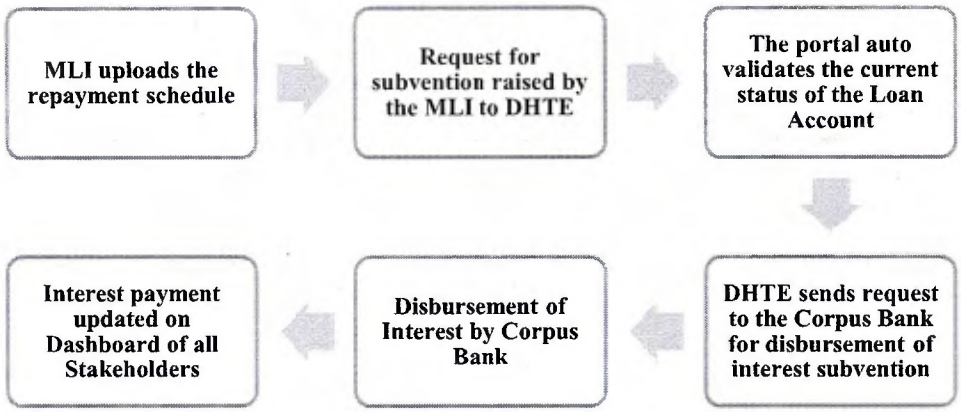
(g) MLI uploads details of loan like amount, duration, and repayment period- After sanctioning the loan to the student, the MLI shall upload the sanction letter stating the quantum, interest charged, moratorium period/repayment holiday and repayment period.

(h) Corpus Bank blocks the interest subvention amount for the disbursed loan – The portal auto calculates the interest subvention amount against the disbursed loan and blocks this amount for the loan account from the corpus fund.

(i) MLI disburses loan to the institution – MLI's disburses the institutional expense amount to the designated bank account of the institution as per the payment schedule uploaded by the student.

(j) Payment of interest subvention amount to the MLI as per the decided frequency– The portal shall autopay the interest subvention amount against the disbursed loan to the MLI as per the decided frequency between DHTE and MLI.

(ii) <u>Interest Subvention</u>



(a) MLI's upload repayment schedule- After loan is disbursed, the MLI's upload all loan details with detailed calculation of interest payable as per the frequency and in the format approved by High-level committee.

(b) Request for subvention raised by MLI- MLI shall raise a request for interest subvention for set of loans which shall be disbursed on a quarterly basis by the corpus bank.

(c) Current Status of the Loan Account is Checked- Web Portal checks whether loan account flagged for NPA or not.

(d) Request sent to Corpus Bank- If not declared as NPA notification send to the corpus bank for disbursement of interest subvention.

(e) Disbursement of Interest by Corpus bank- Corpus Banks disburses interest subvention amount as on the due date as per repayment schedule.

(f) Interest payment updated on Dashboard of all Stakeholders- The interest payment details get auto updated on the dashboard of all the stakeholders.

(iii) Disbursement of Institutional Expense



(a) Notification to student for Fee Payment- As per the fee payment schedule uploaded by the student, the web portal notifies the student to submit the required documents before the scheduled date for fee payment.

(b) Marksheet & self-declaration uploaded by Student- The student uploads valid marksheet of last semester indicating the student has passed the semester. The student shall also submit a self-declaration stating that he has maintained an attendance of least 75% in the previous semester The student raises request for fee payment with the due date for payment of fees.

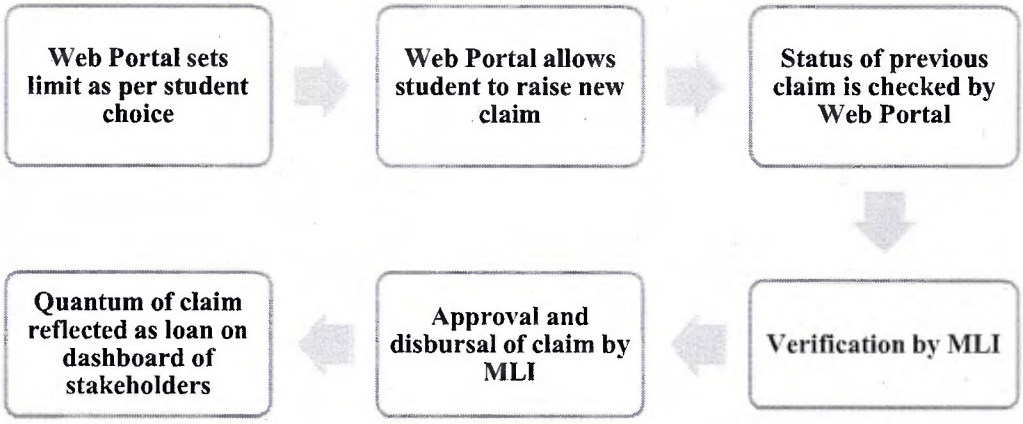
(c) Request flows to MLI Dashboard for approval and verification- The MLI gets notified of the fee payment request against the particular loan account and verifies it against the fee payment schedule and marksheet.

(d) Fee disbursement to Institute in designated bank account- If satisfied, the MLI disburses the required fee as per the fee schedule to the Institution's Bank Account.

(e) Disbursement Certificate uploaded by the MLI- The MLI uploads the disbursement certificate, and the loan liability gets updated on the student's as well as on DHTE's dashboard.

(f) The total loan amount gets auto updated for the student and DHTE's financial liability is updated against the loan account.

(iv) **Reimbursement of Non-Institutional Expense**



(a) Web Portal sets limit as per student choice- Non-Institutional Expense Limit is set by the system as per the payment schedule of the institution.

(b) Web Portal allows student to raise new claim- If claimed, system allows submission of bill/documents and entry of details as per format provided by MLI's

(c) Settlement of previous claim is checked by Web Portal- System checks whether previous Non-Institutional Expense is settled by MLI or not.

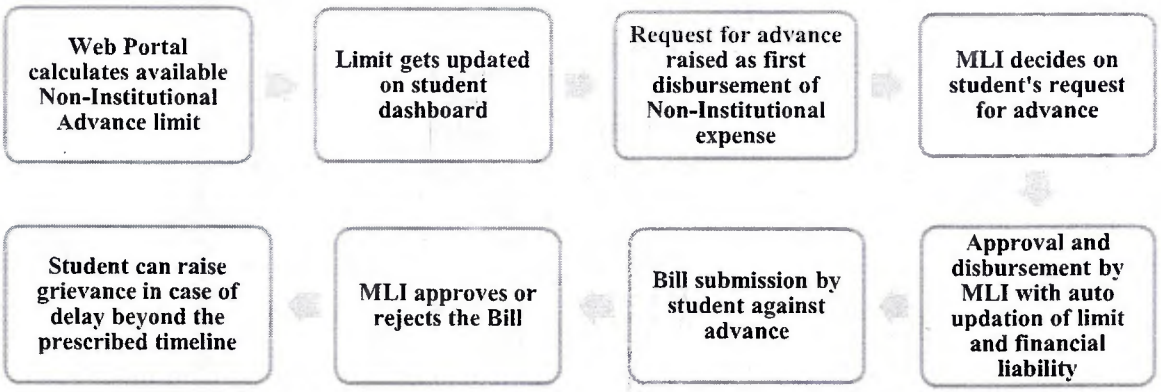
(d) Verification by MLI - On submission of valid bills/documents, MLI verifies the claim and decides to approve or reject the expense.

(e) Approval and disbursal of claim by MLI- If approved, then the approved amount gets disbursed from MLI to student bank account provided in the portal and MLI uploads a payment confirmation slip on the portal.

(f) Quantum of Claim reflected as loan on dashboard of stakeholders- The disbursed loan amount gets added to the student loan account and financial liability for student and DHTE is reflected on respective dashboards. Corpus makes appropriate arrangement for payment of interest subvention for the new disbursement.

(g) If rejected, student has the option to raise objections against the rejection on the grievance redressal system.

(v) Non-Institutional Advance Claim by Student



(a) Web Portal calculates available Non-Institutional Advance limit- The Web Portal auto calculates the limit for Non-Institutional Advance from the Non-Institutional Expense limit approved by the MLI

(b) Limit gets updated on student dashboard- This limit gets updated on the student dashboard as an advance which can be claimed by him/her as a one-time advance during his/her period of study.

(c) Request for advance raised as first disbursement of Non-Institutional expense- When required by the student, he/she raises request on the web-portal to the MLI by selecting the quantum of and reason for the Non-Institutional Advance. It must be the first disbursement of Non-Institutional expense for the student.

(d) MLI decision on student's request for advance- After due verification, the MLI approves/rejects the request for non-institutional advance.

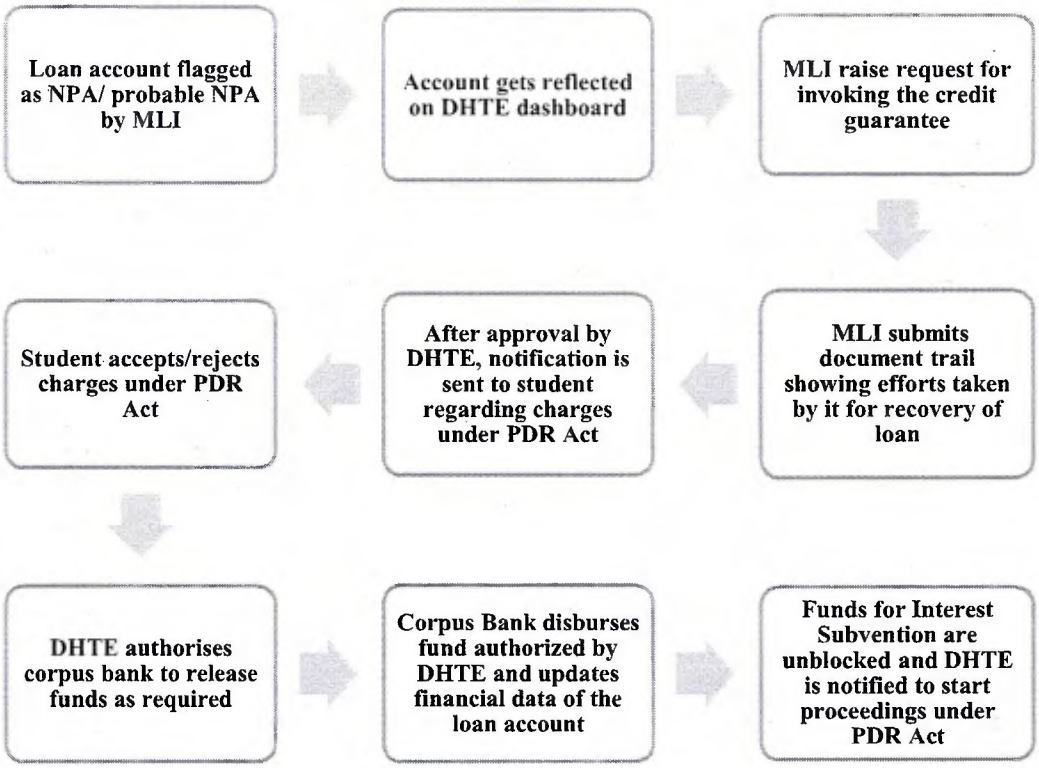
(e) Approval and Disbursement by MLI with auto updating of limit and financial liability- If approved, the MLI disburses the advance to the student bank account and financial liability is auto updated against the student loan account, MLI and DHTE.

(f) Bill submission by student against advance- The student must submit valid bills/documents against the advance as required by MLI.

(g) MLI approves or rejects the Bill- MLI approves or rejects the bill. If rejected, student has option to resubmit valid bill. Until then, further disbursement of Non-Institutional Advance is on hold.

(h) Student can raise grievance in case of discrepancy and delay beyond prescribed timeline- The Non-Institutional Advance limit available gets automatically updated on the student dashboard. He/she can raise a grievance in case of any discrepancy.

(vi) <u>Credit Guarantee Claim against defaulted loan accounts by MLI</u>



(a) Loan account is flagged as NPA/ probable NPA by MLI for qualifying the criteria set by the Reserve Bank of India.

(b) Account gets reflected on DHTE dashboard- The flagged loan account appears on DHTE Dashboard as NPA/prospective NPA.

(c) MLI raise request for invocating credit guarantee- After a minimum period of 90 days from the date of last NPA declaration, MLI can raise a request for invoking the credit guarantee against the loan account to the DHTE.

(d) MLI submits document trail - MLI uploads the detailed document trail for activities undertaken against the default loan account for the recovery of loan.

(e) After approval by DHTE notification sent to student regarding charges under PDR Act- If the guarantee is approved after scrutiny, DHTE notifies the student about the charges and recovery under PDR Act.

(f) Student to accept charges- Student accepts the charges under PDR Act for the defaulted loan account.

(g) DHTE authorizes corpus bank to release funds as required- DHTE authorizes Corpus Bank to disburse the amount approved under the Credit Guarantee Arrangement.

(h) Corpus Bank disburses fund authorized by DHTE and updates financial data of the loan account- Corpus Bank disburses the amount approved by DHTE and the request gets updated automatically on the portal. The overall financial liability of Student, DHTE and MLI gets automatically updated by the system.

(i) Unblocking of Funds- Funds blocked under interest subvention head in the corpus fund against the default loan account gets unblocked.

(j) Notification to DHTE to start proceedings under PDR Act- DHTE gets notified to start proceedings under Public Debt Recovery Act against the defaulted borrower/co-borrower.

7. Development of Web Portal

The web portal of the Scheme shall be developed by the development agency to be referred henceforth as Web Portal Development Agency, who shall be responsible for the development and maintenance of the web-portal and mobile application. The broad functions of the Web Portal Development Agency shall be but not limited as mentioned below: -

(i) The Web Portal Development Agency shall develop and maintain the web-portal which include web version as well as mobile version of the web application and shall also develop mobile application of the same, to its full functionality and ensure that it is hosted on the State Data Centre of Jharkhand/MeiTY Cloud Service Provider.

(ii) The Web Portal Development Agency shall ensure that web portal adhere to the Guidelines for Indian Government Websites (GIGW - 2018) and is issued a Certified Quality Website (CQW) mark by SQTC, MeiTY, Government of India.

(iii) The Web Portal Development Agency shall ensure periodic security audits of the web-portal by CERT-IN or STQC IT LABS empanelled auditors from time to time.

(iv) The Web Portal Development Agency shall have ISO 20000-1, 27001, 20022 and 27018 certifications.

(v) The Web Portal Development Agency shall prepare the Wireframes, Functional Requirement Specifications (FRS), Software Requirement Specifications (SRS) and Business Requirement Document (BRD) document of the web portal and get the same approved by the High-level committee.

(vi) The Web Portal Development Agency shall conduct load testing and performance testing of the web portal.

(vii) The Web Portal Development Agency shall establish and operate toll free helpline number(s) for queries regarding the scheme or any technical issues raised by stakeholders of the scheme.

(viii) The Web Portal Development Agency shall establish secured data storage facilities for storing all scheme related information.

(ix) The Web Portal Development Agency shall make provisions in the portal to access external APIs as and when required by the DHTE.

8. Functional scope of Stakeholders in the Web-Portal

(i) Student

(a) The student shall have access to his individual dashboard on the web-based portal containing information about all stages of application processing, periodic disbursement of Institutional Expense by MLI, status of reimbursement claims for Non-Institutional Expense, due date of monthly loan repayment, loan account being declared NPA etc.

(b) The student shall upload all relevant documents required for verification of eligibility.

(c) The student shall provide details of their AADHAAR Card while applying for the scheme.
(d) The student shall submit an undertaking regarding the truthfulness of the information and documents uploaded or provided by him/her under the scheme.
(e) The student shall upload admission letter and payment schedule of the institution.
(f) The student shall upload required bills/receipts/tickets/certificates/any other document to the MLI for reimbursing non-Institutional expense and against claimed non-institutional advance.
(g) The student shall upload marksheet/pass certificate for each semester/ year as required by the MLI for the periodic disbursement of Institutional Expense.
(h) The student shall be able to raise query/tickets to seek clarification on any claim/reimbursement/payment discrepancy.
(i) The student shall receive regular notifications via SMS/Email for all stages of application processing, periodic disbursement of Institutional Expense by MLI, status of reimbursement claims for Non-Institutional Expense, due date of monthly loan repayment, loan account being declared NPA etc.

(ii) DHTE

(a) DHTE shall appoint designated Nodal Officer/s for accessing the web-based portal at the department Level.
(b) DHTE shall access KPIs of the scheme like No. of applications received, approved, rejected etc, analyse and incorporate modifications into its process or policy.
(c) DHTE shall access all real time financial data like the interest subvention liability, default liability, active loan accounts, loan accounts under NPA, status of AGF payment, real time balance of the corpus fund etc via a dashboard on the portal.
(d) DHTE shall access individual loan details to monitor disbursement timelines of the MLI to the institution, payment history of DHTE and the student to the MLI and reimbursement status of the Non-Institutional Expense submitted to the MLI by the student.
(e) DHTE shall access the outstanding loan amount with each MLI for Annual Guarantee Fee to be paid by the MLI.
(f) DHTE shall access detailed paper trail showing efforts made by the MLI for recovering the outstanding loan amount in the loan accounts for which credit guarantee has been invoked.
(g) DHTE shall intimate the student regarding charges under PDR Act if loan account is not settled.
(h) DHTE shall approve the quantum of fund to be released against the Credit Guarantee in case of defaulted loan accounts.
(i) DHTE shall alter the EBLR Rate as and when altered by the State Bank of India.

(iii) Member Lending Institution (MLI)

(a) The MLI shall appoint designated officers for accessing the web-based portal.
(b) The MLI shall verify the basic eligibility criteria of the student for the Scheme.
(c) The MLI shall approve /reject student's loan application on the portal. In case of rejection, it shall be able to either choose auto-populated or a custom reason for rejection.

(d) The MLI shall upload the sanction letter and periodic disbursement letter for Institutional Expense, approve the reimbursement claims for Non-Institutional Expense and settle claims against Non-Institutional Advance.

(e) The MLI shall upload/update all financial data relating to the loan account like date of periodic disbursements, due date, and date of interest payment by the student, loan accounts turned NPA, payment date of Interest Subvention etc.

(f) The MLI shall upload detailed paper trails of all measures taken by the MLI for recovering the outstanding loan amount for the loan accounts against which the credit guarantee has been invoked.

(g) The MLI shall have access to the dashboard containing all financial and non-financial details about each loan disbursed by them, AGF guarantee to paid to DHTE, payment of Credit Guarantee by DHTE for loan accounts under default.

(iv) <u>Corpus Bank</u>

(a) The Corpus Bank shall appoint designated officer/s for accessing the web-based portal.

(b) The Corpus Bank shall either act as the Web Portal Development Agency or empanel an organisation/development agency to act as the Web Portal Development Agency.

(c) The Corpus Bank shall be responsible for the overall monitoring of the web portal and the Web Portal Development Agency.

(d) The Corpus Bank shall ensure the proper functioning of the development agency and provide helpdesk support for the students as well as MLIs to resolve their grievances

(e) The Corpus Bank shall upload/update the portal regarding any financial inflow and outflow like payment of interest subvention, credit guarantee against default, realisation of AGF amount from MLI, periodic infusion from the department.

(f) The Corpus Bank shall notify the DHTE about any financial discrepancy regarding inflows and outflows in the Corpus Fund.

(g) The Corpus Bank shall monitor the utilisation level of corpus fund and suggest appropriate levels for smooth implementation of the Scheme.

(h) The Corpus Bank shall supply any form of financial information as and when required by the High-level committee.

9. Constitution of High Level Committee

The DHTE shall constitute a High-level committee to ensure smooth implementation, coordination, monitoring of the scheme. The constitution of the High-level committee shall be as follows: -

Director, Higher Education, Department of Higher & Technical Education, Government of Jharkhand	Chairperson
Director, Technical Education, Department of Higher and Technical Education, Government of Jharkhand	Vice-Chairperson
Representative from Department of Finance (Deputy Secretary or above)	Member
Representative from Cabinet Secretariat and Vigilance Department (Vigilance Section) (Deputy Secretary or above)	Member
Representative from Department of Information Technology & E-Governance (Deputy Secretary or above)	Member
SC/ST Representative from Department of Personnel, Administrative Reforms and Rajbhasha (Deputy Secretary or above)	Member
Two banking sector officers (Manager or above) nominated by SLBC (one expert from credit and other expert from IT field) preferably from the Corpus Bank	Member
Deputy Director, Higher Education, Department of Higher and Technical Education, Government of Jharkhand	Member Secretary
Special Invitees- as authorised by the Chairperson	

The Committee will convene quarterly or as and when directed by the Chairperson to monitor progress of the scheme and to deliberate on issues, if any regarding the smooth implementation of the Scheme.

10. Powers and Functions of the High Level Committee

(i) To monitor the overall progress of the scheme.

(ii) To approve SoPs (Standard Operating Procedure), DCF (Data Capture Formats), Process Flows, Functional Requirements, MoU's, Agreements etc. for the scheme.

(iii) To decide and approve the colleges and courses for which the scheme shall be applicable.

(iv) To coordinate with all stakeholders for smooth implantation of the scheme.

(v) To ensure periodic audits of the IT system of the Scheme.

(vi) To ensure periodic financial audits of the Scheme by empanelled Concurrent Auditors of MLI and analyse their reports.

(vii) To prepare the Annual Progress Report of the scheme.

(viii) To propose limits on scheme related finances including the yearly corpus required for smooth implementation of the scheme.

(ix) To approve and authorize the unblocking of funds set aside for interest subvention payments and use it for any purpose it deems necessary.

(x) To deliberate and approve the Nodal Officer/Financial and Disbursement Authority

(xi) To approve decisions related to recovery of loan from accounts under default by invocation of Public Demand Recovery (Jharkhand Amendment) Act, 2016 or any other means as deemed fit by the committee.

(xii) To deliberate, approve and procure manpower, technological and hardware requirements pertaining to the scheme.

(xiii) To create and empower sub-committees/district level committees for monitoring of scheme at state/district level.

(xiv) To empanel service providers for setting up Grievance/Helpdesk to address issues/queries raised the student on the portal.

(xv) To constitute the Project Monitoring Unit (PMU) under the scheme and analyse the inputs and feedbacks given by the PMU.

(xvi) Any other decision related to the smooth implementation and functioning of the scheme.

11. Constitution of High Power Monitoring Committee

(i) The State Government shall set up a High-power monitoring committee under the Chairpersonship of Divisional Commissioner, Jharkhand for regular monitoring of the progress of the scheme of the scheme.

(ii) The High Power Monitoring Committee shall hold the at least 2 (two) review meetings in a year to monitor the progress of the schemes.

(iii) The High Power Committee shall act as an advisor to the State Government and monitor whether the scheme's performance is in line with the envisaged mission and vision of the Government.

(iv) The constitution of High Power Monitoring Committee shall be as follows: -

Development Commissioner, Jharkhand	Chairperson
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Higher and Technical Education	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Finance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Information Technology & E-Governance	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of School Education and Literacy	Member
Addl. Chief Secretary/Principal Secretary/Secretary, Department of Labour, Employment, Training and Skill Development	Member
Representative of State Level Banking Committee (not below the rank of Deputy General Manager)	Member
Director, Higher Education, Department of Higher & Technical Education	Member Secretary

12. Quantum of loan and documentation

(i) The maximum loan available under the Scheme is Rs. 15 lakhs (Rupees Fifteen lakh) at subsidised rate of 4% p.a. simple rate of interest to the student.

(ii) The rate of interest to be charged by the MLI shall be at prevalent EBLR of State Bank of India Plus 1.5% p.a. simple interest. For girl students, additional benefit by way of further reduction of rate of interest by 0.50% p.a. to be extended by the Banks, thereby making the effective rate of interest @ EBLR of State Bank of India Plus 1% p.a. simple interest rate. The rate of interest shall be floating and periodically revised as per revision in the EBLR of State Bank of India and calculated at simple interest rate for the entire duration of the loan.

(iii) The concerned MLI shall upload the details of the loan in the web-portal immediately after disbursement of the loan and such detail shall be updated by the MLI in the web-portal from time to time.

(iv) The loan application should be submitted by the student with the parent/ legal guardian as co-borrower.

(v) Student and their Parents/ Legal Guardians shall enter into an agreement with the MLI.

13. Margin Money

(i) Up to Rs. 4.00 Lakhs: NIL

(ii) Above Rs. 4.00 Lakhs: 5% of the total sanctioned loan amount.

(iii) Scholarship/ Assistance ship to be included in Margin.

(iv) Margin will be brought in one year to year basis as and when disbursements are made on a pro-rata basis in applicable cases.

14. Security

The MLI shall not insist on any security /collateral security in tangible/ intangible form on the student other than the co-obligation of the parents/ Legal guardians during the loan sanctioning process.

15. Insurance

There shall be a life cover in the name of the student up to the sanctioned loan amount. The insurance premium is to be borne by the students and the same may be debited from their loan account.

16. Corpus Fund

(i) This fund shall be placed in a designated flexi bank account of the corpus bank for the purpose of this scheme.

(ii) The interest accrued shall be payable as per the prevailing interest rate of the corpus bank.

(iii) The High-level committee/DHTE shall authorize the corpus bank for disbursements from this fund.

(iv) The High-level committee shall determine on the appropriate division of the fund under two (2) heads for payment of interest subvention and Credit Guarantee in case of default by borrower.

(v) The web portal shall determine the interest subvention amount required for serving the loan for its entire repayment term/duration and shall block this amount against each education loan application.

(vi) The High-level committee shall review and submit recommendations of the quantum of fresh fund required every year required for the smooth implementation of the scheme.

(vii) The High-level committee can approve and authorize to unblock the funds set aside for interest subvention payments and use it for any purpose it deems necessary.

17. Mode of Disbursement

(i) The Institutional expense will be credited directly to the designated account of the Institution concerned in case of payment of course fees and other fees related to the Institution as per the institution's payment schedule uploaded by the student on the portal.

(ii) The Non-Institutional expense shall be reimbursed to the student's bank account on submission of valid bills/certificates/tickets etc on the portal subject to the condition that all previous claims of Non-Institutional expense has been settled by the MLI.

(iii) The maximum amount of Non-Institutional expense available per semester to the student shall be proportional to the Institutional expense disbursed per semester as per the payment schedule of the institution.

(iv) The sub clause (ii) of this section shall not be applicable to the Non-Institutional Advance which shall be available as a one-time advance of Non-Institutional Expense to be disbursed to the student's bank account.

(v) The amount of Non-Institutional Advance cannot breach the overall limit of Non-Institutional Expense as mentioned in sub clause (iii) of this section.

(vi) The student should submit valid bills/documents for utilisation of Non-Institutional Advance, within the time specified by the High-level committee failing which no further reimbursements of Non-Institutional expense shall be made to the student.

(vii) The MLI shall not charge any processing fee for sanctioning and disbursement of loan/expense/advance.

18. Maximum Loan Approval Limit

The maximum loan amount to be approved every financial year shall be fixed at Rs 500 Crore (Rupees Five Hundred Crore). The High-level committee, if it deems necessary, may alter/modify the maximum loan amount to be approved for the financial year.

19. Timeline

There shall be a defined turn around time (ToT) for all the processes in the Scheme. The High-Level Committee shall decide the time required for each process and may alter/ modify the time limit, if necessary for the smooth implementation of the Scheme.

20. Repayment Holiday / Moratorium

There will be a moratorium or repayment holiday of one year under this scheme after completion of the course or one year after getting an employment, whichever is earlier.

21. Repayment

(i) The repayment period shall be 15 (fifteen) years for any loan availed under this scheme including the moratorium/ repayment holiday and the period of study.

(ii) The student or his/her parent/ legal guardian can repay the loan amount at any time before the stipulated period of repayment and in case of early repayment of the loan there shall be no penalty or processing cost charged by the MLI.

(iii) The student shall have an option to either start repayment during his period of study or avail moratorium/repayment holiday as prescribed in section 09 of the Scheme.

(iv) If the student chooses the option to fully service the interest of the loan during his/her period of study, there shall be a concession of 1% p.a. in interest rate applicable for the entire duration of the loan. The financial liability of the concession shall be borne by the MLI.

(v) The student or the co-borrower shall be liable to repay the loan on time as 1st charge.

(vi) The loan will be made available at the rate of 4% p.a. simple interest rate to the student.

(vii) The DHTE shall provide appropriate subvention of interest rate for all the borrowers during the entire period of the Loan to restrict the actual rate of simple interest to 4% per annum, at student level.

22. Internal Monitoring System

The internal monitoring of the scheme shall be done by the High-level committee or by any committee that the High-Level Committee may create for this purpose. A Project Monitoring Unit (PMU) consisting of professional consultants (such as chartered accountant, financial analyst, management/ functional consultant, technical consultant, project lead, etc.) shall be set up by the DHTE for assisting the High-Level Committee in smooth implementation of the scheme. The role and functions of the PMU shall include: -

(i) To assist the High-level committee in overall management, monitoring, and reporting of the Scheme.

(ii) Conducting AS-IS assessment to understand current systems and integration with banking, treasury system for assistance in development of a web-portal for the scheme

(iii) Developing conceptual model and strategic roadmap for the web portal in the scheme detailing architecture, modules, and functions of the system. This is to act as a framework for implementation.

(iv) Coordinating with stakeholders for web-portal development.

(v) Assistance in conducting UAT (User Acceptance Test) and coordination with corpus bank for rectification/improvement.

(vi) Assistance in development of fund management rules and other SoPs for scheme implementation.

(vii) Submitting monthly reports and analysis of total financial burden on state basis the number of applicants and loan disbursed.

(viii) Bid process management for hiring SI for technology development, if required.

(ix) Training assistance to DHTE or any other stakeholder as and when required.

(x) Updating the list of institutions and course/s eligible covered under the Scheme as per the latest NIRF Rankings and NAAC Accreditations every year for submission to the High-level committee for approval.

(xi) Analysing KPIs of the scheme like no. of beneficiaries, quantum of loan disbursed, no. of loan account under default, level of the corpus fund etc and drawing meaningful insights from it.

23. Public Grievance Redressal System

The DHTE shall set up a public grievance redressal cell headed by a Senior Officer just below the rank of Director, Higher Education. It shall consist of the helpdesk support set up by the corpus bank for the smooth implementation of the Scheme. The cell shall work in coordination with the PMU to provide training to helpdesk employees on basic issue resolution and FAQ preparation pertaining to the Scheme. It shall analyse monthly reports submitted by the helpdesk and apprise the High-level committee regarding any issues in the implementation of the scheme.

24. Issuance of Identification Card

Students studying in Class 12th from any government/private school in State of Jharkhand who are interested in availing the benefit of this scheme shall get a system generated e-Card after registration on web portal. The student may store this e-card in digital form or get it printed to store it in physical form.

25. Awareness and Outreach Programs for the Scheme

The meritorious students of Jharkhand shall be the targeted beneficiary of the Scheme. A multi-level awareness campaign and outreach program shall be conducted by all the stakeholders for ensuring high participation in the scheme. A non-exhaustive list of activities to be carried out by the stakeholders are as follows: -

(i) Fixing of Posters and Banners with key highlights of the scheme at all schools, colleges, universities, and other Higher Education Institutions of the state.

(ii) Fixing of Posters and Banners across all State Government Offices at district, subdivision, block, and panchayat level.

(iii) The District Collectors/Divisional Commissioners shall be responsible for public outreach and awareness activities of the scheme in their respective districts.

(iv) The Department shall publish advertisements regarding key highlights of the scheme in all leading newspapers of English and Hindi Language.

(v) The Department shall publish advertisements in Cinema Halls/Multiplexes, FM Radio Centres, Targeted YouTube channels/geo-fenced locations regarding the key highlights of the scheme.

(vi) The Department shall request all Hon'ble Member of Legislative Assembly (MLA), Member of Parliament (M.P.) of Jharkhand to share key highlights of the scheme on their official social media accounts like Twitter, Facebook, Instagram, Koo etc.

(vii) The State Government shall affix posters of the scheme on all City Transport Buses, and other public transport system.

(viii) All empanelled MLI's and Corpus Bank shall prominently affix posters and banners of the scheme in all their branches/offices/customer service centre/regional and zonal offices of the state.

(ix) All empanelled MLI's and Corpus Bank shall make available the link of GSCC Scheme Portal and soft copy of the detailed guidelines of the scheme on their Education Loan section of their website prominently display it on their website homepage.

(x) The School Education & Literacy Department shall conduct seminars/workshops/lectures by District Education Officers (D.E.O) and Block

Education Officers (B.E.O) in all schools under their respective jurisdictions for spreading awareness about the scheme.

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Chapter 2: CREDIT GUARANTEE ARRANGEMENT FOR GSCC SCHEME

1. **Title and date of commencement**
   (i) The Arrangement shall be known as the Guruji Student Credit Guarantee Arrangement for Student Education Loans (GSCGASEL).
   (ii) It shall come into force from the date of notification by the Government of Jharkhand.
   (iii) New education loans sanctioned under the Guruji Student Credit Card (GSCC) scheme (herewith after called the Scheme) after the date of notification of the scheme with features as under will be eligible for the coverage under the scheme.

2. **Loan Limit**
   The maximum loan limit under this scheme is Rs 15 lakh (Rupees Fifteen Lakh) without collateral security as specified in the scheme.

3. **Interest Rate**
   For the entire amount of loan sanctioned up to Rs.15 lakh (Rupees Fifteen Lakh), rate of interest to be charged by the Member lending institutions shall be at prevalent EBLR of State Bank of India Plus 1.5% simple interest p.a. For girl students, additional benefit by way of further reduction of rate of interest by 0.50% p.a. to be extended by the Banks, thereby making the effective rate of interest @ EBLR of Sate Bank of India Plus 1% simple interest p.a. However, ultimate rate of interest payable by the student borrower for the entire loan quantum up to the maximum limit of Rs. 15 lakh (Rupees Fifteen Lakh) will be at 4% simple rate of interest per annum, after application of the benefit of interest subvention to be extended by the DHTE, Government of Jharkhand. The Rate of Interest shall be floating and periodically revised as per revision in the EBLR of State Bank of India and calculated at simple interest rate for the entire duration of the loan.

4. **Margin**

Up to Rs. 4 lakh	Nil
Above Rs. 4 lakh	5% of the total sanctioned loan amount

   Scholarship/ Assistance ship to be included in Margin.
   Margin will be brought in one year to year basis as and when disbursements are made on a pro-rata basis in applicable cases.

5. **Definitions**
   Unless the context otherwise requires, the following terms shall have the meaning assigned against each as follows: –
   (i) "Amount in Default" means the loan amount outstanding in the loan account(s) of the student borrower, inclusive of accrued interest, as on the date of the account becoming NPA, or the date of lodgement of claim application, whichever is lower, or such other amount as may be specified by the Web-Portal.
   (ii) "Corpus Bank" means the designated bank in which the corpus fund for the scheme is placed by DHTE.
   (iii) "Eligible borrower" means new or existing borrower with Indian Nationality and having completed, from a recognized school, Class 10^{th} to avail the scheme to pursue diploma, Class 10^{th} and 12^{th} for undergraduate and above courses in Jharkhand as prescribed under Guruji Student Credit Card Scheme for pursuing Education in India

and executed loan documents with the member lending institution to avail education loan. Parents/Legal Guardians will be the co-borrowers/joint borrowers. In case of a married person, joint borrower can be either spouse or the parent(s)/parents-in-law.

(iv) "Collateral security" means any asset in tangible/ intangible form other than co-obligation of the parents/ Legal guardians.

(v) "DHTE" means the Department of Higher & Technical Education, Government of Jharkhand responsible to operate the Guruji Credit Guarantee Arrangement for Student Education Loans (GCGASEL).

(vi) "Education Loan" means any financial assistance by way of loan, extended by the member lending institution to the eligible borrower for pursuing education after passing Class 10th onwards to Undergraduate, Postgraduate courses including professional degree, Diploma courses and research at doctoral/ post-doctoral level or other similar courses in institutions like IITs, IIMs, IIESTs ISIs, NLUs, AIIMs, NITs, XLRI, BITS, SPA, NID, IISc, IIFTs, ICFAI Business School etc, within the country as per GURUJI Student Credit Card Scheme.

(vii) "Fund" means the Corpus fund under the scheme which shall be used for interest subvention as well as Credit Guarantee Fund for Education Loans set up by Government of Jharkhand with the purpose of paying interest subvention as well as guaranteeing payment against default in Education Loans, extended by the Member lending institutions(s) (MLIs) to eligible borrowers. The AGF for outstanding loan amount shall be credited to the said fund by the MLIs.

(viii) "Flexi" means a account with features of Savings Account and Fixed Deposit.

(ix) "Guarantor" means a person acceptable to the bank, who guarantees to repay the education loan, in the event of failure of the borrower to repay.

(x) "Guarantee Cover" means maximum cover (i.e., 100%) available per eligible borrower of the amount in default in respect of the credit facility extended by the member lending institution.

(xi) "Institution(s)" means a school/college/university notified by the High-level committee in which student shall secure admission for eligibility under the scheme.

(xii) "Member lending institution(s)" mean identified Public Sector Banks, Private Sector Banks and the Sate Cooperative Bank and its affiliated Central Cooperative Banks and District Central Cooperative Banks of the State of Jharkhand and Regional Rural Banks empanelled for lending activities under the Scheme.

(xiii) "Material date" means the date on which the guaranteed fee on the amount covered in respect of eligible borrower becomes payable by the member lending institution to the DHTE.

(xiv) "Non-Performing Assets" means an asset classified as a non-performing based on the instructions and guidelines issued by the Reserve Bank of India from time to time.

(xv) "Public Demand Recovery Act" means the Bihar and Odisha Public Demand Recovery (Jharkhand-Amendment) Act 2016.

(xvi) "web portal" means the web based portal developed by the corpus bank for the scheme and hosted on the State Data Centre of Jharkhand/MeiTY Cloud Service Provider.

Accordingly, all matters pertaining to the operations of GCGASEL would be undertaken by DHTE through a High-level committee headed by a chairperson.

Scope And Extent of the Arrangement

6. Guarantees by the Fund

Subject to the other provisions of the Scheme, DHTE undertakes, in relation to Education Loans up to Rs. 15.00 lakh to guarantee any default Education Loan referred to it by the Member lending institution.

7. Education Loan eligible under the Guarantee Arrangement

(i) The Fund shall cover education loans extended by Member lending institutions(s) to an eligible borrower as per Guruji Student Credit Card Scheme, on or after entering into an agreement with the DHTE without any collateral security and/or third-party guarantee, provided that the member lending institution applies for guarantee cover in respect of education loans so sanctioned within such time period as per the procedures prescribed by the DHTE for the purpose.

(ii) The member lending institution applies for guarantee cover in respect of education loans disbursed in the quarter April-June, July-September, October-December and January-March prior to expiry of the following quarter viz. July-September, October-December, January-March and April-June, respectively on the web-portal.

(iii) As on the material date,

(a) There are no overdue in respect of the account to the member lending institutions and/or the loan has not been classified as a Non-Performing Asset (NPA) in the books of the member lending institution, and/or the activity of the borrower for which the credit facility was granted has not ceased; and / or

(b) The credit facility has not wholly or partly been utilized for adjustment of any debts deemed bad or doubtful of recovery, without obtaining a prior consent in this regard from DHTE.

(iv) DHTE may, at its discretion, approve / frame a list of educational institutes and / or their courses, loans for which the guaranteed cover will be available, or the DHTE may also notify the categories of educational institutions/ course for which the guarantee cover shall not be available.

8. Education Loans not eligible under the Scheme

The following Education Loans shall not be eligible for being guaranteed under the Arrangement: -

(i) Any Education Loan in respect of which risks are additionally covered by Government or by any general insurer or any other person or association of persons carrying on the business of insurance, guarantee or indemnity, to the extent they are so covered (other than life cover in case of death of the student borrower).

(ii) Any Education Loan, which does not conform to, or is in any way inconsistent with, the provisions of any law, or with any directives or instructions issued by the Govt. of Jharkhand or the Reserve Bank of India, which may, for the time being, be in force.

(iii) Any Education loan which has been sanctioned by the member lending institution with interest rate of more than as specified in the guidelines of Guruji Student Credit Card Scheme.

(iv) Any Education loan which has been sanctioned by the member lending institution to the student studying in any institution or course except the institution and course specified by the DHTE.

9. Agreement to be executed by the member lending institution

A Member lending institution shall be entitled to a guarantee in respect of eligible Education Loan granted by it, after it has entered into an agreement with DHTE in such form as specified by the DHTE. Further the Member lending institution, the Student and DHTE shall enter into a tripartite agreement, as per the draft agreement provided in Schedule 04 of the guideline.

10. Responsibilities of Member lending institution under the scheme

(i) The member lending institution shall evaluate and sanction Education Loan in accordance with the Guruji Student Credit Card Scheme for pursuing studies in India and conduct the account(s) of the borrowers with normal banking prudence and due diligence.

(ii) The member lending institution shall disburse the Institutional Expense strictly as per the fee payment schedule uploaded by the student. It should also ensure strict adherence to turn around time (TaT) notified by the High-level committee

(iii) The member lending institution shall submit disbursement certificates as and when loan disbursement is made against each loan account to claim the interest subvention for that additional disbursed amount. If not submitted, then interest subvention will be disbursed on the loan amount as-is for which the last disbursement certificate is uploaded.

(iv) The member lending institution shall ensure to submit the information required by the DHTE for giving guarantee cover to the Education Loan borrower account.

(v) The member lending institution shall ensure that the loan covered under credit guarantee shall be non-dischargeable.

(vi) The member lending institution shall ensure that the loan sanctioned under this scheme is non-transferable to any other MLI under this Scheme or any Scheduled Commercial Bank outside this scheme except in case of merger of two or more MLI's under this Scheme or merger of a MLI under this scheme with a Scheduled Commercial Bank outside this Scheme.

(vii) The member lending institution shall ensure linkage of every education loan with Aadhar number and register the borrower's/co-borrower's name with an appropriate credit information bureau.

(viii) The member lending institution shall closely monitor the borrower's account and follow up for repayment.

(ix) The member lending institution shall ensure that the guarantee claim in respect of the Education Loan given to the borrower is lodged with the DHTE in the form an in the manner and within such time specified by DHTE in this regard and that there shall not be any delay on its part to notify the default in the borrower's account which shall result in DHTE facing higher guarantee claims.

(x) The payment of guarantee claim by DHTE to the member lending institution does not in any way takeaway the responsibility of the member lending institution to recover the entire outstanding amount of the credit from the borrower with applicable interest.

(xi) The member lending institution shall exercise all the necessary precautions and maintain its recourse to the borrower for entire amount of education loan owed to it and initiate such necessary actions for recovery of the outstanding amount, including such action as may be advised by DHTE.

(xii) The member lending institution must maintain and submit a trail to DHTE showing efforts made for recovering the outstanding amount (including but not limited to communication, notice served, visits etc) on the web portal or in any form required by DHTE.

(xiii) The member lending institution shall comply with such directions as may be issued by DHTE, from time to time, for facilitating recoveries in the guaranteed account, or safeguarding its interest as a credit guarantor, as DHTE may deem fit and the member lending institution shall be bound to comply with such directions.

(xiv) The member lending institution shall, in respect of any guarantee account, exercise the same diligence in recovering the dues, and safeguarding the interest of the DHTE in all the ways open to it as it might have exercised in the normal course if no guarantee had been furnished by the DHTE.

(xv) The member lending institution shall, in particular, refrain from any act omission or commission, either before or subsequent to invocation of guarantee, which may adversely affect the interest of the DHTE as the guarantor. In particular, the member lending institution should intimate the DHTE while entering any compromise or one-time settlement arrangement.

(xvi) Further the member lending institution shall secure for the DHTE or its appointed agency, through a stipulation in an agreement with the borrower or otherwise, the right to publish the defaulted borrowers' names and particulars by the DHTE.

(xvii) The Member lending institution shall also maintain a list of students/accounts with recurring defaults which may be foreseen as accounts turning NPA, and the same shall be furnished to DHTE on the web-portal or as directed by the DHTE.

11. <u>Guarantee Fee:-</u>

(i) For availing the guarantee coverage, the Member lending institution shall pay Annual Guarantee Fee (AGF) of 0.50% p.a. of the outstanding amount as on the date of application of guarantee cover, upfront to the DHTE within 30 days from the date of Credit Guarantee Demand Advice Note (CGDAN) of guarantee fee in a bank account as specified by DHTE. All subsequent AGFs would be calculated based on the outstanding loan amount as at the beginning of the Financial Year, i.e., 1st April. However, the DHTE reserves the right to charge different guarantee fees in future for education loans depending on their risk rating/risk profile.

(ii) The procedure for collection of guarantee fee under the Scheme shall be as under: -

(a) The demand on MLIs for the AGF in respect of fresh guarantee would be raised upon approval of guarantee cover by the DHTE on the web-portal.

(b) The guarantee start date would be the date on which proceeds of the AGF are credited to DHTE's designated Bank account.

(c) The AGF shall be calculated on pro-rata basis for the first and last year and in full for the intervening years on the outstanding loan amount at the beginning of the financial year.

(d) In the latter case, the AGF shall be paid by the MLI within 30 days i.e. on or before April 30, of every year.

(e) Provided further that in the event of non-payment of AGF within the stipulated time or such extended time that may be agreed to by the DHTE on such terms, liability of the DHTE to guarantee such credit facility would lapse in respect of those credit facility against which the AGF are due and not paid,

(iii) In the event of any error or discrepancy or shortfall being found in the computation of the amounts or in the calculation of the guarantee fee, such deficiency / shortfall shall be paid by the eligible member lending institution to the DHTE together with interest on such amount at a simple interest rate of 4% over and above the Bank Rate. Any amount found to have been paid in excess would be refunded by the DHTE. In the event of any representation made by the member lending institution in this regard, the DHTE shall take a decision based on the available information with it and the clarification received from the member lending institution. Notwithstanding the same, the decision of the DHTE shall be final and binding on the member lending institution.

(iv) The guarantee fee once paid by the member lending institution to DHTE is non-refundable, except under certain circumstances like-

(a) Excess remittance,

(b) Remittance made more than once against the same Education loan, and

(c) Annual guarantee fee not due.

12. Extent of the guarantee

The DHTE shall provide guarantee cover to the extent of 100% of the amount in default. The DHTE reserves the right to modify the same. The guarantee cover will commence from the date of payment of guarantee fee by and shall run through the agreed tenure of the Education Loan.

13. Invocation of Guarantee

(i) The member lending institution may invoke the guarantee in respect of Education loan up to a maximum period of one year from the date of last declaration of loan account as NPA, after the following conditions are satisfied:

(a) The guarantee in respect of that credit facility was in force at the time of account turning NPA.

(b) The account must remain NPA for a minimum period of 3 months (90 days) preceding the date of invoking the guarantee.

(c) The lock-in period of 12 months from either the end of period of moratorium of interest or the date of commencement of guarantee cover in respect of loan covered, whichever is later, has elapsed. As per Guruji Student Credit Card Scheme, the moratorium is course period +1 year. Further, servicing of interest during study period and the moratorium period till commencement of repayment is optional for students.

(d) The amount due and payable to the member lending institution in respect of the Education loan has not been paid and the dues have been classified by the member

lending institution as Non-Performing Assets (NPA). Provided that the member lending institution shall not make or be entitled to make any claim on DHTE in respect of the said Education loan if the loss in respect of the said credit facility had occurred owing to actions/ decisions taken contrary to or in contravention of the guidelines issued under Guruji Student Credit Card Scheme.

(e) The credit facility has been recalled and the recovery proceedings have been initiated under due process of law.

(ii) The claim should be preferred by the member lending institution in such manner and within such time to be specified by the DHTE in this behalf.

(iii) The DHTE shall pay 75 per cent of the guaranteed amount of eligible claim by the member lending institution, within 90 days, subject to the claim being otherwise found in order and complete in all respects. The balance 25 percent of the guaranteed amount will be paid after obtaining a certificate from the Member lending institution (MLI) that all avenues for recovering the amount have been exhausted including recovery by taking legal action under provisions of PDR Act or any other relevant acts after a minimum period of 1 year from date of release of 75% of the guaranteed amount. On a claim being paid, the DHTE shall be deemed to have been discharged from all its liabilities on account of the guarantee in force in respect of the borrower concerned.

(iv) After payment of the guaranteed amount to the member lending institution, nothing in the scheme document or otherwise shall restrict the DHTE or the High-level committee to recover the loan amount from defaulting students by the powers conferred to the Government under the Bihar and Odisha Public Demand Recovery (Jharkhand-Amendment) Act 2016.

(v) In the event of default, the member lending institution shall exercise its rights, if any including to take over the assets of the borrowers and the amount realized, if any, from the sale of such assets or otherwise shall first be credited in full by the member lending institutions to the DHTE before it claims the remaining portion of the guaranteed amount.

(vi) The member lending institution shall be liable to refund the claim released by the DHTE together with penal interest at the rate of 4% above the prevailing Bank Rate, if such a recall is made by the DHTE in the event of deficiencies having existed in the matter of appraisal / renewal / follow-up / conduct of the Education loan or where lodgement of the claim was more than once or where there existed suppression of any material information on the part of the member lending institutions for the settlement of claims.

(vii) The member lending institution shall pay such penal interest, when demanded by the DHTE, from the date of the initial release of the claim by the DHTE to the date of refund of the claim.

(viii) The Guarantee Claim received directly from the branches or offices other than the designated Office/ Branches of Member lending institutions will not be entertained.

14. <u>Subrogation of rights and recoveries on account of claims paid</u>

(i) The member lending institution shall furnish to the DHTE, as and when required by the DHTE, the details of its efforts for recovery, realizations, and such other information. The DHTE shall not exercise any subrogation rights and the responsibility of the dues shall rest with the member lending institutions.

(ii) In the event of a borrower owing several distinct and separate debts to the member lending institution and making payments towards any one or more of the same, whether the account towards which the payment is made is covered by the guarantee of the DHTE or not, such payment shall, for the purpose of this clause, be deemed to have been appropriated by the member lending institution to the debt covered by the guarantee and in respect of which, a claim has been preferred and paid, irrespective of the manner of appropriation indicated by such borrower or the manner in which such payments are actually appropriated.

(iii)Recoveries due to the Guarantor may be linked to the end of each financial year and may be made payable within 30 days of the end of each financial year instead of linking it with the date of recovery.

15. Appropriation of amount received from the member lending institutions

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

16. Appropriation of amount realized by the member lending institution in respect of a credit facility after the guarantee has been invoked

Where subsequent to the Fund having released a sum to the member lending institution towards the amount in default in accordance with the provisions contained in Para 13 of this Scheme, the member lending institution recovers money subsequent to the recovery proceedings initiated by it, the same shall be deposited by the member lending institution with the DHTE, after adjusting towards the legal costs incurred by it for recovery of the amount, if any. The DHTE shall appropriate the same first towards the pending service fee, penal interest, and other charges due to the Fund, if any, in respect of the credit facility towards which the amount has been recovered by the member lending institution, and the balance, if any, shall be appropriated against the losses on account of deficit in recovery of the credit facility by the member lending institution.

17. Fund's liability to be terminated in certain cases

(i) If the liabilities of a borrower to the member lending institution on account Education Loan guaranteed under this Arrangement are transferred or assigned to any other borrower and if the conditions as to the eligibility of the borrower and the amount of the Education Loan and any other terms and conditions, if any, subject to which the Education Loan can be guaranteed under the Arrangement are not satisfied after the said transfer or assignment, the guarantee in respect of the Education Loan shall be deemed to be terminated as from the date of the said transfer or assignment.

(ii) If a borrower becomes ineligible for being granted Education Loan under the GSCGASEL scheme, the liability of the DHTE in respect of Education Loan granted to him/her by a member lending institution under the GSCGASEL scheme shall be limited to the liability of the borrower to the member lending institution as on the date

on which the borrower becomes so ineligible, subject, however, to the limits on the liability of the DHTE fixed under this Arrangement.

18. Returns, Inspections and Concurrent Audit

(i) The member lending institution shall submit such statements and furnish such information as and when required by the DHTE in connection with Education Loan under Guruji Student Credit Card Scheme.

(ii) The member lending institution shall also furnish to the DHTE all such documents, receipts, certificates, and other writings as and when required by the DHTE and shall be deemed to have affirmed that the contents of such documents, receipts, certificates and other writings are true, provided that no claim shall be rejected, and no liability shall attach to the member lending institution or any officer thereof for anything done in good faith.

(iii) The DHTE shall, in so far as it may be necessary for the purposes of the Arrangement, have the right to inspect or call for copies of the books of account and other records (including any book of instructions or manual or circulars covering general instructions regarding conduct of advances) of the member lending institution, and of any borrower from the member lending institution. Such inspection may be carried out through the officers of the DHTE, or any other person appointed by the DHTE for the purpose of inspection. Every officer or other employee of the member lending institution or the borrower, who is in a position to do so, shall make available to the officers of the DHTE or the person appointed for the inspection, as the case may be, the books of account and other records and information which are in his/her possession.

(iv) The member lending institution shall conduct regular concurrent audits of education loans under this scheme or accounts of any borrower of education loan under this scheme. This concurrent audit shall be conducted by the empanelled auditors of the MLI. The report of this audit shall be placed before the High-level committee for discussion and decision on any legal/penal action, if required.

19. Conditions imposed under the Scheme to be binding on the member lending institution

(i) Any guarantee given by the DHTE shall be governed by the provisions of the Arrangement as if the same had been written in the documents evidencing such guarantee.

(ii) The member lending institution shall as far as possibly ensure that the conditions of any contract relating to an account guaranteed under the Arrangement are not in conflict with the provisions of the Arrangement but notwithstanding any provision in any other document or contract, the member lending institution shall in relation to the DHTE be bound by the conditions imposed under the Arrangement.

20. Modification and Exemptions

(i) The DHTE reserves to itself the right to modify, cancel or replace the Arrangement, so that the rights or responsibilities arising out of, or accruing under a guarantee issued under the Arrangement up to the date on which such a modification, cancellation or replacement comes into effect, shall not be affected.

(ii) Notwithstanding anything herein contained, the DHTE shall have a right to alter the terms and conditions of the Arrangement with regard to an education loan account in respect of which guarantee has not been issued as on the date of such alteration.

(iii) In the event of the Arrangement being cancelled, no claim shall lie against the DHTE in respect of facilities covered by the Arrangement, unless the provisions contained in Clauses (i) and (ii) of para 13 of the Arrangement are complied with by the member lending institution prior to the date on which the cancellation comes into force.

21. Interpretation

If any question arises with regard to the interpretation of any of the provisions of the Arrangement or of any directions or instructions or clarification given in connection therewith, the decision of the DHTE shall be final.

22. Supplementary and Additional Provisions

In respect of any matter not specifically provided for in this Arrangement, the DHTE through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.

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Chapter 3: GURUJI STUDENT CREDIT CARD INTEREST SUBSIDY ARRANGEMENT, 2023

1. Introduction

One of the major objectives of the State Government is to ensure that no student is denied the opportunity to pursue higher education because of their financial status. To achieve this objective, Government of Jharkhand has launched an Arrangement titled **GURUJI STUDENT CREDIT CARD INTEREST SUBSIDY ARRANGEMENT, 2023 (GSCCISA).** The arrangement provides interest subvention to the extent that the students have to bear interest burden of only 4% p.a. at simple interest rate during the full period of the education loans without providing any collateral security and third-party guarantee, for pursuing diploma after completion of class 10th, and UG and above courses after completion of Class 10th and Class 12th from a recognized school in the State of Jharkhand.

2. Objective of the Arrangement

This arrangement benefits all categories of students irrespective of their income level for pursuing education / research in India and intends to provide affordable higher education to them. The Arrangement envisages uplifting the students from the grassroot level and fulfilling the nation's growing need for qualified technicians / professionals.

3. Features of the Arrangement

The emphasis of the arrangement is to provide students with an opportunity to pursue higher education, with financial support from the banking system on reasonable and affordable terms and conditions. Under this Arrangement the aspiring students may upon fulfilling the terms and conditions detailed herein, obtain a maximum education loan of Rs. 15.00 lakhs at the rate of 4% p.a. simple interest from State Cooperative Banks and its affiliated Central Cooperative Banks and District Central Cooperative Banks and Public Sector/ Private Sector Banks operating in the State of Jharkhand. Under the arrangement, education loan shall be provided without any collateral security and third-party guarantee.

4. Eligibility

(i) The student seeking loan under the arrangement must have completed, from a recognized school, Class 10th from Jharkhand to avail the scheme to pursue diploma, and Class 10th and Class 12th from Jharkhand for undergraduate and above courses, from a recognized school in the State of Jharkhand.

(ii) The student must secure admission for higher studies / research within the country, in institutions like IITs, IIMs, IISc, IIESTs, ISIs, NLUs, AIIMSs, NITs, XLRI, BITS, SPA, NID, IIFTs, ICFAI Business School etc and in the institutions within and outside of the state (within India) which are ranked up to 200 in the overall list of NIRF Ranking (Overall) or ranked up to 100 in their respective category of NIRF Rankings or have been accredited Grade 'A' or above by NAAC. The list of courses and colleges/universities, for which this scheme can be availed shall be decided by a high-level committee constituted by DHTE and will be notified from time to time.

(iii) The student shall apply online as per the format provided through a web-based portal to be maintained by the corpus bank on behalf of the DHTE after securing admission in a school/college/university notified by High Level Committee/DHTE with proof of admission and detailed fee schedule. The portal will have dashboard for each such

student which shall be accessible by the DHTE, Member Lending Institution and Corpus Bank.

(iv) The students should not be aged more than 40 (forty) years at the time of education loan application under this scheme.

(v) The student must not have availed loan under The Guruji Student Credit Card (GSCC) Scheme.

(vi) The student should not have availed an education loan from any State Co-operative Banks or Central Co-operative Banks or District Central Co-operative Banks or any other Public and private sector Banks for the course he/she is applying for loan under The Guruji Student Credit Card (GSCC) Scheme.

5. **Interest Rates**

The rate of interest to be charged by the member lending institution shall be at prevalent EBLR of State Bank of India Plus 1.5% p.a. simple interest rate for the entire amount of loan sanctioned up to Rs.15 Lakh. For Girl students, an additional concession @ 0.5% p.a. in the interest rate is to be extended. The Rate of Interest shall be floating and periodically revised as per revision in the EBLR by State Bank of India and calculated at simple interest rate for the entire duration of the loan. The appropriate subvention amount will be provided by the State Government for all the borrowers during the entire period of the education loan to restrict the actual rate of simple interest to 4% per annum, at borrower level.

6. **Moratorium Period/Repayment Holiday**

There shall be moratorium or repayment holiday of one year on the education loan after completion of the course or one year after getting employment, whichever is earlier under the arrangement.

7. **Competent Authority**

The member lending institution shall implement the Arrangement based on the notification of the Department of Higher and Technical Education, Government of Jharkhand.

8. **Applicable Academic Year**

The Arrangement shall be applicable with effect from the **academic year 2023-24.**

9. **List of Technical/ Professional and other courses**

The education loan shall be available for pursuing education in IITs, IIMs, IIESTs, ISIs, NLUs, AIIMSs, NITs, XLRI, IISCs, BITS, SPA, NID, IIFTs, ICFAI Business School etc. and in the institutions within and outside of the state (within India) which are ranked up to 200 in the overall list of NIRF Ranking (Overall) or ranked up to 100 in their respective category of NIRF Rankings or have been accredited at least grade 'A' by NAAC. The list of courses and colleges/universities, for which this scheme can be availed shall be decided by a high-level committee constituted by DHTE and will be notified from time to time.

10. Monitoring

(i) An Interest Subsidy dashboard shall be incorporated in the web portal developed by the corpus bank for the interest subsidy arrangement with real time data from banks on geographical/ socioeconomic/ gender/ institution/ category/ course-wise distribution of loan applications, sanctions, interest subvention liability, loan repayments by students, NPA accounts, credit default liability etc.

(ii) This dashboard shall be accessible by the DHTE to ensure effective monitoring and enable the High Level Committee/ Sub-Committee under DHTE to measure the outcomes of the Arrangement.

The Project Monitoring Unit (PMU) set up by the DHTE with professional consultants from shall analyse KPIs of the Arrangement and recommend remedial measures, if any.

11. Disbursement of Interest Subsidy claims

The corpus bank shall disburse the interest subvention amount against a particular education loan account to the designated member lending institutions on quarterly basis by DHTE based on simple interest calculation until the loan account has been flagged as NPA or under specific directions issued by the High Level Committee/DHTE.

12. Interest Concession

(i) Under the Arrangement, an interest concession of 1% p.a. simple interest in the rate of interest shall be provided to the borrowers if they choose to service the interest during moratorium/repayment holiday specified for interest repayment under the arrangement. This interest subvention shall be provided by the member lending institution to the student.

Ex: - If the effective interest for a loan is 12% p.a. simple interest and student chooses to avail benefit of interest subvention by paying the interest during study period then the interest sharing will be as follows: -

If Concession not Availed by Student	*If Concession Availed by the student*
Interest Burden on Student = 4%	*Interest Burden on Student* = 3%
***Interest Burden on DHTE* = 8%**	***Interest Burden on DHTE* = 8%**
***Concession by MLI* = 0%**	***Concession by MLI* = 1%**
***Total Interest Rate Applicable* = 12%**	***Total Interest Rate Applicable* = 11%**

(ii) This concession in interest rate provided above shall be applicable for the entire loan repayment period.

13. Concurrent Audit

Once the interest subvention amount due for education loan accounts is calculated by the portal under GSCC and subsequently paid by DHTE/Student/Both, the member lending institution is required to carry out quarterly audits by the statutory auditor of the member lending institution and upload the reports on the web portal for access by the DHTE. Subsequently, the member lending institution shall ensure the audit of its consolidated

interest subvention by the RBI appointed central auditors at quarterly interval (ending 30th June 30th September 31st December & 31st March) and upload its detailed report on the web-portal for access by the DHTE.

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Schedule 1: Guruji Student Credit Card (GSCC) Scheme Financial Model, 2023

1. Introduction

To check the Financial Impact of the scheme, DHTE has designed a Financial Model. The Model is designed to check the financial implications of the scheme on the State Government at various default levels e.g., students defaulting at 10% or 20% etc.

2. Assumptions considered while designing Financial Model

(i) Total loan amount to be sanctioned every year is capped at Rs. 500 Crores.
(ii) Total duration of the course in which the student is enrolled is 04 years.
(iii) Total loan period of 15 Years (including course period of 04 years, moratorium of 01 year and repayment period of 10 years)
(iv) The total loan amount shall be disbursed over the course period of 4 years as per the fees schedule of the institute in which the student is enrolled
(v) The average loan amount per student is Rs. 12,00,000 (Rupees Twelve Lakh)
(vi) The student paying neither the principal nor interest amount during course and moratorium period.
(vii) The amount allocated under the scheme to be utilized for interest subvention payment and credit guarantee payment in case of default.
(viii) To calculate the interest accrued during the loan period number of boy and girl students considered in equal proportion.
(ix) The SBI's EBLR has been taken into account as base for calculation interest rate i.e. @ 9.15% as on 15/12/2022.
(x) The interest rate @ 5% per annum (compounded annually) taken into consideration to calculate Interest earned on corpus fund.
(xi) Annual Guarantee fee @ 0.50% per annum (compounded annually) taken on total loan outstanding at the end of respective year.
(xii) The credit guarantee payment against defaults considered in 6th year from the year of loan sanctioning.
(xiii) The DHTE shall deposit balance available fund at end of each year with Corpus bank

The financial model thus designed by DHTE, to check the annual financial burden of the scheme at various default levels, can be further analysed using three scenarios illustrated here

(i) At 20% Default -Keeping closing balance around **INR 50 to 100 Crore**.
(ii) At 20% Default -Keeping closing balance around **INR 30 Crore.**
(iii) At 20% Default -Keeping closing balance at **zero/just enough level**.

3. **Scenario 1 - At 20% Default -Allocation keeping balance fund around INR 50 to 100 Crore**

In Cr.

Year	Opening Balance	Budget	Available fund	Interest Payment	Guarantee Fees	Default	Balance Fund	Interest Received	Closing Balance
A	B	C	D=B+C	E	F	G	H=D-E+F-G	I	J=H+I
1	0.00	50.00	50.00	8.31	0.63	0.00	42.31	2.12	44.43
2	44.43	50.00	94.43	24.94	1.88	0.00	71.37	3.57	74.93
3	74.93	50.00	124.93	49.88	3.75	0.00	78.81	3.94	82.75
4	82.75	50.00	132.75	83.13	6.25	0.00	55.87	2.79	58.67
5	58.67	50.00	108.67	116.38	8.75	0.00	1.04	0.05	1.10
6	1.10	325.00	326.10	160.50	11.97	128.92	48.64	2.43	51.07
7	51.07	325.00	376.07	193.52	14.37	128.92	68.00	3.40	71.40
8	71.40	325.00	396.40	224.00	16.57	128.92	60.05	3.00	63.05
9	63.05	325.00	388.05	251.67	18.55	128.92	26.01	1.30	27.31
10	27.31	400.00	427.31	276.22	20.28	128.92	42.44	2.12	44.56
11	44.56	400.00	444.56	297.31	21.74	128.92	40.07	2.00	42.07
12	42.07	400.00	442.07	314.56	22.89	128.92	21.47	1.07	22.55
13	22.55	450.00	472.55	327.56	23.71	128.92	39.77	1.99	41.76
14	41.76	450.00	491.76	335.84	24.16	128.92	51.16	2.56	53.71
15	53.71	450.00	503.71	338.89	24.20	128.92	60.10	3.00	63.10
16	63.10	450.00	513.10	330.58	23.57	128.92	77.18	3.86	81.04
17	81.04	400.00	481.04	313.95	22.32	128.92	60.48	3.02	63.51
18	63.51	400.00	463.51	289.01	20.45	128.92	66.02	3.30	69.32
19	69.32	350.00	419.32	255.76	17.95	128.92	52.58	2.63	55.21
20	55.21	350.00	405.21	222.51	15.45	128.92	69.22	3.46	72.68
21	72.68	125.00	197.68	178.39	12.23	0.00	31.52	1.58	33.10
22	33.10	125.00	158.10	145.37	9.83	0.00	22.55	1.13	23.68
23	23.68	125.00	148.68	114.89	7.63	0.00	41.42	2.07	43.49
24	43.49	125.00	168.49	87.22	5.65	0.00	86.92	4.35	91.27
25	91.27	50.00	141.27	62.67	3.92	0.00	82.52	4.13	86.65
26	86.65	0.00	86.65	41.58	2.46	0.00	47.53	2.38	49.91
27	49.91	0.00	49.91	24.32	1.31	0.00	26.89	1.34	28.23
28	28.23	0.00	28.23	11.33	0.49	0.00	17.39	0.87	18.26
29	18.26	0.00	18.26	3.05	0.04	0.00	15.25	0.76	16.02

4. **Scenario 2 - At 20% Default -Allocation keeping balance fund around INR 30 Crore**

In Cr.

Year	Opening Balance	Budget	Available fund	Interest Payment	Guarantee Fees	Default	Balance Fund	Interest Received	Closing Balance
A	B	C	D=B+C	E	F	G	H=D-E+F-G	I	J=H+I
1	0.00	30.00	30.00	8.31	0.63	0.00	22.31	1.12	23.43
2	23.43	25.00	48.43	24.94	1.88	0.00	25.37	1.27	26.63
3	26.63	50.00	76.63	49.88	3.75	0.00	30.51	1.53	32.03
4	32.03	50.00	82.03	83.13	6.25	0.00	5.16	0.26	5.42
5	5.42	110.00	115.42	116.38	8.75	0.00	7.79	0.39	8.18
6	8.18	275.00	283.18	160.50	11.97	128.92	5.73	0.29	6.02
7	6.02	310.00	316.02	193.52	14.37	128.92	7.94	0.40	8.34
8	8.34	340.00	348.34	224.00	16.57	128.92	11.99	0.60	12.59
9	12.59	360.00	372.59	251.67	18.55	128.92	10.54	0.53	11.07
10	11.07	380.00	391.07	276.22	20.28	128.92	6.20	0.31	6.51
11	6.51	410.00	416.51	297.31	21.74	128.92	12.02	0.60	12.62
12	12.62	425.00	437.62	314.56	22.89	128.92	17.02	0.85	17.87
13	17.87	425.00	442.87	327.56	23.71	128.92	10.10	0.50	10.60
14	10.60	450.00	460.60	335.84	24.16	128.92	20.00	1.00	21.00
15	21.00	450.00	471.00	338.89	24.20	128.92	27.38	1.37	28.75
16	28.75	425.00	453.75	330.58	23.57	128.92	17.82	0.89	18.72
17	18.72	425.00	443.72	313.95	22.32	128.92	23.16	1.16	24.32
18	24.32	400.00	424.32	289.01	20.45	128.92	26.83	1.34	28.17
19	28.17	350.00	378.17	255.76	17.95	128.92	11.44	0.57	12.01
20	12.01	350.00	362.01	222.51	15.45	128.92	26.02	1.30	27.32
21	27.32	150.00	177.32	178.39	12.23	0.00	11.16	0.56	11.72
22	11.72	150.00	161.72	145.37	9.83	0.00	26.17	1.31	27.48
23	27.48	100.00	127.48	114.89	7.63	0.00	20.22	1.01	21.23
24	21.23	75.00	96.23	87.22	5.65	0.00	14.66	0.73	15.40
25	15.40	70.00	85.40	62.67	3.92	0.00	26.65	1.33	27.98
26	27.98	20.00	47.98	41.58	2.46	0.00	8.86	0.44	9.31
27	9.31	25.00	34.31	24.32	1.31	0.00	11.29	0.56	11.85
28	11.85	5.00	16.85	11.33	0.49	0.00	6.01	0.30	6.31
29	6.31	0.00	6.31	3.05	0.04	0.00	3.30	0.17	3.47

5. Scenario 3 - At 20% Default - At 20% Default - to the extent of outflow required

In Cr.

Year	Opening Balance	Budget	Available fund	Interest Payment	Guarantee Fees	Default	Balance Fund	Interest Received	Closing Balance
A	B	C	D=B+C	E	F	G	H=D-E+F-G	I	J=H+I
1	0.00	7.69	7.69	8.31	0.63	0.00	0.00	0.00	0.00
2	0.00	23.06	23.06	24.94	1.88	0.00	0.00	0.00	0.00
3	0.00	46.13	46.13	49.88	3.75	0.00	0.00	0.00	0.00
4	0.00	76.88	76.88	83.13	6.25	0.00	0.00	0.00	0.00
5	0.00	107.63	107.63	116.38	8.75	0.00	0.00	0.00	0.00
6	0.00	277.45	277.45	160.50	11.97	128.92	0.00	0.00	0.00
7	0.00	308.07	308.07	193.52	14.37	128.92	0.00	0.00	0.00
8	0.00	336.35	336.35	224.00	16.57	128.92	0.00	0.00	0.00
9	0.00	362.05	362.05	251.67	18.55	128.92	0.00	0.00	0.00
10	0.00	384.86	384.86	276.22	20.28	128.92	0.00	0.00	0.00
11	0.00	404.50	404.50	297.31	21.74	128.92	0.00	0.00	0.00
12	0.00	420.60	420.60	314.56	22.89	128.92	0.00	0.00	0.00
13	0.00	432.77	432.77	327.56	23.71	128.92	0.00	0.00	0.00
14	0.00	440.61	440.61	335.84	24.16	128.92	0.00	0.00	0.00
15	0.00	443.61	443.61	338.89	24.20	128.92	0.00	0.00	0.00
16	0.00	435.93	435.93	330.58	23.57	128.92	0.00	0.00	0.00
17	0.00	420.55	420.55	313.95	22.32	128.92	0.00	0.00	0.00
18	0.00	397.49	397.49	289.01	20.45	128.92	0.00	0.00	0.00
19	0.00	366.74	366.74	255.76	17.95	128.92	0.00	0.00	0.00
20	0.00	335.99	335.99	222.51	15.45	128.92	0.00	0.00	0.00
21	0.00	166.16	166.16	178.39	12.23	0.00	0.00	0.00	0.00
22	0.00	135.54	135.54	145.37	9.83	0.00	0.00	0.00	0.00
23	0.00	107.26	107.26	114.89	7.63	0.00	0.00	0.00	0.00
24	0.00	81.57	81.57	87.22	5.65	0.00	0.00	0.00	0.00
25	0.00	58.75	58.75	62.67	3.92	0.00	0.00	0.00	0.00
26	0.00	39.12	39.12	41.58	2.46	0.00	0.00	0.00	0.00
27	0.00	23.02	23.02	24.32	1.31	0.00	0.00	0.00	0.00
28	0.00	10.84	10.84	11.33	0.49	0.00	0.00	0.00	0.00
29	0.00	3.01	3.01	3.05	0.04	0.00	0.00	0.00	0.00

Schedule 2: Draft Agreement between DHTE and Corpus Bank

Agreement

(Under the provisions of Paragraph XX of the Selection of Corpus Bank under the Guruji Student Credit Card Scheme as notified and published by the Government of Jharkhand in Jharkhand Gazette vide No. XXX dated XX.XX.XXXX)

This Agreement is made and executed on THIS_____day of _____, 2023

In between

The Director, Higher Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, in THE FIRST PART,

AND

The _____(Designation of the Person)_____, Jharkhand, (Name of the Bank)_____ (hereinafter referred to as the Corpus Bank, which expression shall unless repugnant to its context, includes its successors and assignees) having its office at _____, for and on behalf of the Corpus Bank and all its subsidiary Banks and branches operated in the State of Jharkhand, and duly authorized by the Board of Directors of the Corpus bank, in THE SECOND PART

NOW THIS INDETURE IS WITNESSETH AS FOLLOWS: -

1. **Scope and Extent: -**That on and from the date of execution of this Agreement THE SECOND PART shall become the certified Corpus Bank under the Guruji Student Credit Card Scheme ("Scheme") as notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX and no. XXXX dated XX.XX.XXXX
2. **Corpus Fund** - THE SECOND PART has been selected by THE FIRST PART for placing the fund allocated for implementation of the Scheme.
3. THE FIRST PART shall place fund on time to time with THE SECOND PART under the Scheme in a designated flexi bank account of THE SECOND PART.
4. THE SECOND PART shall pay interest accrued as per the prevailing interest rate of THE SECOND PART to THE FIRST PART.
5. **Development of Web Portal** - The web portal of the Scheme shall be developed by THE SECOND PART or an empanelled agency of THE SECOND PART, and it shall be responsible for the development and maintenance of the web-portal. The broad functions of the Web Portal Development Agency shall be but not limited to as mentioned below: -
   (i) THE SECOND PART shall develop and maintain the web-portal which include web version as well as mobile version of the web application and shall also develop mobile

application of the same, to its full functionality and ensure that it is hosted on the State Data Centre of Jharkhand/MeiTY Cloud Service Provider.

(ii) THE SECOND PART shall ensure that web portal adhere to the Guidelines for Indian Government Websites (GIGW - 2018) and is issued a Certified Quality Website (CQW) mark by SQTC, MeiTY, Government of India.

(iii) THE SECOND PART shall ensure periodic security audits of the web-portal by CERT-IN or STQC IT LABS empanelled auditors from time to time.

(iv) THE SECOND PART shall have ISO 20000-1, 27001, 20022 and 27018 certifications.

(v) THE SECOND PART shall prepare the Wireframes, Functional Requirement Specifications (FRS), Software Requirement Specifications (SRS) and Business Requirement Document (BRD) document of the web portal and get the same approved by the High-level committee.

(vi) THE SECOND PART shall conduct load testing and performance testing of the web portal.

(vii) THE SECOND PART shall establish and operate toll free helpline number(s) for queries regarding the scheme or any technical issues raised by stakeholders of the scheme.

(viii) THE SECOND PART shall establish secured data storage facilities for storing all scheme related information.

(ix) THE SECOND PART shall make provisions in the portal to access external APIs as and when required by the DHTE.

6. THE SECOND PART shall appoint designated officer/s for accessing the web-based portal.
7. THE FIRST PART shall appoint designated Nodal Officer/s for accessing the web-based portal at the Department Level.
8. THE FIRST PART shall access the web portal with a view to check KPIs of the scheme like no. of applications received, approved, rejected etc, analyse and incorporate modifications into its process or policy.
9. THE SECOND PART shall provide access real time financial data like the interest subvention liability, default liability, active loan accounts, loan accounts under NPA, status of AGF payment, real time balance of the corpus fund etc to THE SECOND PART.
10. THE FIRST PART shall access individual loan details to monitor disbursement timelines of the MLI to the institution, payment history of THE FIRST PART and the student to the FIRST PART and reimbursement status of the Non-Institutional Expense submitted to the FIRST PART by the student on the web portal.
11. THE SECOND PART shall be responsible for the overall monitoring of the web portal and the Web Portal Development Agency. THE SECOND PART shall ensure the proper functioning of the web portal development agency and provide helpdesk support for the students as well as Member lending Institutions to resolve their grievances.
12. THE SECOND PART shall upload/update the portal regarding any financial inflow and outflow like payment of interest subvention, credit guarantee against default, realisation of AGF amount from MLI, periodic infusion from the department.

13. THE SECOND PART shall notify THE FIRST PART about any financial discrepancy regarding inflows and outflows in the account established by THE FIRST PART.
14. THE SECOND PART shall monitor the utilisation level of the account and suggest appropriate levels for smooth implementation of the Scheme.
15. THE SECOND PART shall supply any form of financial information as and when required by the High-level committee.
16. **Change Management:** THE SECOND PART accepts to resolve critical and non-critical changes within ..... and ..... hours respectively. The categorisation of blocking and non-blocking change shall be done by THE FIRST PART.
17. **Timeline for Development of Portal:** THE SECOND PART accepts to develop the portal within.....days from the date of the signing of this agreement.
18. **Additional Cost to be charged for development of Web Portal:** THE SECOND PART accepts to develop and maintain the web portal at no additional cost from THE FIRST PART.
19. **Bug Resolution:** THE SECOND PART accepts to resolve all bugs relation to the web portal within a period of ..... hours from the time of reporting of the bug.
20. **Interpretation:** If any question arises regarding the interpretation of any of the provisions of the Arrangement or of any directions or instructions or clarification given in connection therewith, the decision of THE FIRST PART shall be deemed final.
21. **Supplementary and Additional Provisions:** In respect of any matter not specifically provided for in this Arrangement, THE FIRST PART through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.
22. **Confidentiality:** The term "Confidential Information" for the purpose of this clause means any information, including information created by or for the other Party, whether written or oral (which is confirmed in writing by disclosing party within 15 (fifteen) days of such oral disclosure) , which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Party or any of its affiliates, or any client of either Party.
    (i) Either party shall keep any Confidential Information with the same degree of care as it would treat its own confidential information of similar nature, which degree of care in no case shall be less than reasonable.
    (ii) Either party shall use the Confidential Information only for the purposes of this Agreement and not for any other purposes.
    (iii) Either party shall cause all its employees or agents who have been given access to the Confidential Information bound by the confidentiality obligations of this Agreement.
    (iv) Nothing in this Article shall prevent a Party from treating confidential information as non-confidential, if such information is:
        a) In the possession of, or was known to such Party prior to its receipt, without an obligation to maintain its confidentiality;

b) Becomes generally known to the public without violation of this agreement by such Party;
c) Obtained by such Party from a person
   - Who such Party does not know to have violated, or to have obtained such information in violation of any obligation to another person or the other Party with respect to such information;
   - Who does not require such Party to refrain from disclosing such information;
   - Who has the right to disclose it, without the obligation to keep such information confidential.
d) Independently developed by such Party without the use of confidential Information and without the participation of individuals who have had access to confidential information.
e) Is required to be disclosed by such Party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject.

23. **Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and their respective, officers and directors, to the extent of any legal liability, against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this Agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

24. **Consequences of breach and penalties:** In the event of breach, THE FIRST PART shall have the right to recover any direct loss, damage, or cost of hardship from THE SECOND PART caused due to the breach of the terms of this Agreement. The decision must be mutually agreed to by both the parties. Both the parties shall have recourse to arbitration in case of any dispute regarding the said determination.

25. **Force Majeure**: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART shall

continue to perform his obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. **Arbitration:** THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi, Jharkhand. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.
27. **Settlement of Legal Disputes:** This Agreement shall be governed by the Laws for the time being in force in India and Courts in Ranchi only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.
28. **Intellectual Property Rights:** All Intellectual Property Rights under the agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any). THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any). It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.

    THE SECOND PART hereby undertakes;

    a) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.
    b) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the Agreement.
    c) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.

d) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.

e) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.

29. Termination

This Agreement shall commence on the date of execution of this Agreement and continue in full force unless terminated by the FIRST PART as per the following provisions.

a) If the SECOND PART fails to comply with any or all provisions of this agreement, the FIRST PART may terminate the agreement by giving a 90 (ninety) days written notice sent by registered post to the SECOND part;

b) The SECOND PART upon termination of this agreement shall transfer all the deposits lying in corpus fund account as on the date of termination of the Agreement to the FIRST PART. All plans, proposals, drawings, Business Requirement Documents (BRD), Functional Requirement Specifications (FRS), SRS, source code, database, etc. shall belong to DHTE and upon termination of this agreement the SECOND PART shall transfer all the documents, knowledge and know-how of the developed web-portal to the FIRST PART or any other vendor appointed by the FIRST PART.

30. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSESS:

1.

(Director, Higher Education)

2.

(Corpus Bank)

***

Schedule 3: Draft Agreement between DHTE and MLI

AGREEMENT

(Under the provisions of Paragraph XX of the Credit Guarantee Arrangement under the Guruji Student Credit Card Scheme as notified and published by the Government of Jharkhand in Jharkhand Gazette vide No. XXX dated XX.XX.XXXX)

This Agreement is made and executed on THIS_____day of _____, 2023

In between

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, in THE FIRST PART,

AND

The _____(Designation of the Person)_____, Jharkhand, (Name of the Bank)_____ (hereinafter referred to as the Member lending institution (MLI)), (which expression shall unless repugnant to its context, includes its successors and assignees) having its office at _____, for and on behalf of the said Bank and all its subsidiary Banks and Branches operated in the State of Jharkhand, and duly authorized by the Board of Directors of the said Bank, in THE SECOND PART

NOW THIS INDETURE IS WITNESSETH AS FOLLOWS: -

1. **Scope and Extent:** That on and from the date of execution of this Agreement THE SECOND PART shall become a empanelled Member Lending Institution (MLI) under the Credit Guarantee Arrangement and Interest Subsidy Arrangement (herewith after called the Arrangement) made under the Guruji Student Credit Card (GSCC) Scheme (herewith after called the Scheme) as notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX and no. XXXX dated XX.XX.XXXX
2. **Guarantees by the Fund:** Subject to the other provisions of this Agreement, THE FIRST PART hereby undertakes, in relation to loan up to Rs 15.00 lakhs, right to accept or reject any proposal referred to it by THE SECOND PART which otherwise satisfies the norms provided in this Agreement and the Schemes referred to above.
3. **Loan Limit:** The maximum loan limit under this scheme is Rs 15.00 lakhs (Rupees Fifteen Lakh Only) without collateral securities, as specified in the scheme.
4. **Interest Rate:** For the entire amount of loan sanctioned up to Rs.15.00 Lakh (Rupees Fifteen Lakh Only), rate of interest to be charged by the SECOND PART shall be at prevalent EBLR of State Bank of India Plus 1.5% p.a. For girl students, additional benefit by way of further reduction of rate of interest by 0.50% p.a. to be extended by the Banks,

thereby making the effective rate of interest @ EBLR of State Bank of India Plus 1% p.a (simple interest), The Rate of Interest so fixed on the date of sanction will remain fixed and calculated at simple rate for the entire duration of the loan. However, the ultimate rate of interest payable by the student borrower for the entire loan quantum up to the maximum limit of Rs. 15.00 lakhs will be at 4% simple rate of interest per annum, after application of the benefit of interest subvention to be extended by the Government of Jharkhand.

5. Margin:

(i) Up to Rs. 4.00 Lakhs: NIL

(ii) Above Rs. 4.00 Lakhs: 5% of the total sanctioned loan amount.

(iii) Scholarship/ Assistance ship to be included in Margin.

(iv) Margin will be brought in on year to year basis as and when disbursements are made on a pro-rata basis in applicable cases.

6. Loan eligible under the Guarantee Arrangement:

(i) The Fund shall cover education loans extended by THE SECOND PART to an eligible borrower as per the Scheme, on or after entering into an agreement with THE FIRST PART without any collateral security and/or third-party guarantee, provided that THE SECOND PART applies for guarantee cover in respect of education loans so sanctioned within such time period as per the procedures prescribed by THE FIRST PART for the purpose.

(ii) THE SECOND PART applies for guarantee cover in respect of education loans disbursed in the quarter April-June, July-September, October-December and January-March prior to expiry of the following quarter viz. July-September, October-December, January-March and April-June, respectively on the web-portal.

(iii) As on the material date,

(a) There are no overdue in respect of the account to THE SECOND PART and/or the loan has not been classified as a Non-Performing Asset (NPA) in the books of THE SECOND PART, and/or the activity of the borrower for which the credit facility was granted has not ceased; and / or

(b) The credit facility has not wholly or partly been utilized for adjustment of any debts deemed bad or doubtful of recovery, without obtaining a prior consent in this regard from THE FIRST PART.

(iv) THE FIRST PART may, at its discretion, approve / frame a list of educational institutes and / or their courses, loans for which the guaranteed cover will be available, or the FIRST PART may also notify the categories of educational institutions/ course for which the guarantee cover shall not be available.

7. Education Loans not eligible under this arrangement:

The following Education loans shall not be eligible for being guaranteed under the Arrangement:

(i) Any Education Loan in respect of which risks are additionally covered by Government or by any general insurer or any other person or association of persons carrying on the business of insurance, guarantee or indemnity, to the extent they are so covered (other than life cover in case of death of the student borrower).

(ii) Any Education Loan, which does not conform to, or is in any way inconsistent with, the provisions of any law, or with any directives or instructions issued by the Government of Jharkhand or the Reserve Bank of India, which may, for the time being, be in force.

(iii) Any Education loan which has been sanctioned by the member lending institution with interest rate of more than as specified in the guidelines of the Scheme.

(iv) Any Education loan which has been sanctioned by THE SECOND PART to the student studying in any institution or course except the institution and course specified by THE FIRST PART.

8. Responsibilities of SECOND PART under this arrangement: -

(i) THE SECOND PART shall evaluate and sanction Education Loan in accordance with the Scheme for pursuing studies in India and conduct the account(s) of the borrowers with normal banking prudence and due diligence.

(ii) THE SECOND PART shall disburse the Institutional Expense strictly as per the fee payment schedule uploaded by the student. It should also ensure strict adherence to turn around time (TaT) notified by the High-level committee

(iii) THE SECOND PART shall submit disbursement certificates as and when loan disbursement is made against each loan account to claim the interest subvention for that additional disbursed amount. If not submitted, then interest subvention will be disbursed on the loan amount as-is for which the last disbursement certificate is uploaded.

(iv) THE SECOND PART shall ensure to submit the information required by THE FIRST PART for giving guarantee cover to the Education Loan borrower account.

(v) THE SECOND PART shall ensure that the loan covered under credit guarantee shall be non-dischargeable.

(vi) THE SECOND PART shall ensure that the loan sanctioned under this scheme is non-transferable to any other MLI under this Scheme or any Scheduled Commercial Bank outside this scheme except in case of merger of two or more MLI's under this Scheme or merger of a MLI under this scheme with a Scheduled Commercial Bank outside this Scheme.

(vii) THE SECOND PART shall ensure linkage of every education loan with Aadhaar number and register the borrower's/co-borrower's name with an appropriate credit information bureau.

(viii) THE SECOND PART shall closely monitor the borrower's account and follow up for repayment.

(ix) THE SECOND PART shall ensure that the guarantee claim in respect of the Education Loan given to the borrower is lodged with THE FIRST PART in the form an in the

manner and within such time specified by THE FIRST PART in this regard and that there shall not be any delay on its part to notify the default in the borrower's account which shall result in THE FIRST PART facing higher guarantee claims.

(x) The payment of guarantee claim by THE FIRST PART to THE SECOND PART does not in any way takeaway the responsibility of the member lending institution to recover the entire outstanding amount of the credit from the borrower with applicable interest.

(xi) THE SECOND PART shall exercise all the necessary precautions and maintain its recourse to the borrower for entire amount of education loan owed to it and initiate such necessary actions for recovery of the outstanding amount, including such action as may be advised by THE FIRST PART.

(xii) THE SECOND PART must maintain and submit a trail to THE FRST PART showing efforts made for recovering the outstanding amount (including but not limited to communication, notice served, visits etc) on the web portal or in any form required by THE FRST PART.

(xiii) THE SECOND PART shall comply with such directions as may be issued by THE FIRST PART, from time to time, for facilitating recoveries in the guaranteed account, or safeguarding its interest as a credit guarantor, as THE FIRST PART may deem fit and THE SECOND PART shall be bound to comply with such directions.

(xiv) THE SECOND PART shall, in respect of any guarantee account, exercise the same diligence in recovering the dues, and safeguarding the interest of THE FIRST PART in all the ways open to it as it might have exercised in the normal course if no guarantee had been furnished by THE FIRST PART.

(xv) THE SECOND PART shall, in particular, refrain from any act omission or commission, either before or subsequent to invocation of guarantee, which may adversely affect the interest of THE FIRST PART as the guarantor. In particular, THE SECOND PART should intimate THE FIRST PART while entering any compromise or one-time settlement arrangement.

(xvi) Further THE SECOND PART shall secure for THE FIRST PART or its appointed agency, through a stipulation in an agreement with the borrower or otherwise, the right to publish the defaulted borrowers' names and particulars by THE FIRST PART.

(xvii) THE SECOND PART shall also maintain a list of students/accounts with recurring defaults which may be foreseen as accounts turning NPA, and the same shall be furnished to THE FIRST PART on the web-portal or as directed by THE FIRST PART.

9. Guarantee Fee:-

(i) For availing the guarantee coverage, THE SECOND PART shall pay Annual Guarantee Fee (AGF) of 0.50% p.a. of the outstanding amount as on the date of application of guarantee cover, upfront to THE FIRST PART within 30 days from the date of Credit Guarantee Demand Advice Note (CGDAN) of guarantee fee in a bank account as specified by THE FIRST PART. All subsequent AGFs would be calculated based on the outstanding loan amount as at the beginning of the Financial Year, i.e., 1st April.

However, THE FIRST PART reserves the right to charge different guarantee fees in future for education loans depending on their risk rating/risk profile.

(ii) The procedure for collection of guarantee fee under the Scheme shall be as under: -

(a) The demand on MLIs for the AGF in respect of fresh guarantee would be raised upon approval of guarantee cover by THE FIRST PART on the web-portal.

(b) The guarantee start date would be the date on which proceeds of the AGF are credited to THE FIRST PART's designated Bank account.

(c) The AGF shall be calculated on pro-rata basis for the first and last year and in full for the intervening years on the outstanding loan amount at the beginning of the financial year.

(d) In the latter case, the AGF shall be paid by the MLI within 30 days i.e. on or before April 30, of every year.

(e) Provided further that in the event of non-payment of AGF within the stipulated time or such extended time that may be agreed to by THE FIRST PART on such terms, liability of THE FIRST PART to guarantee such credit facility would lapse in respect of those credit facility against which the AGF are due and not paid,

(iii) In the event of any error or discrepancy or shortfall being found in the computation of the amounts or in the calculation of the guarantee fee, such deficiency / shortfall shall be paid by the eligible member lending institution to THE FIRST PART together with interest on such amount at a simple interest rate of 4% over and above the Bank Rate. Any amount found to have been paid in excess would be refunded by THE FIRST PART. In the event of any representation made by THE SECOND PART in this regard, THE FIRST PART shall take a decision based on the available information with it and the clarification received from THE SECOND PART. Notwithstanding the same, the decision of THE FIRST PART shall be final and binding on THE SECOND PART.

(iv) The guarantee fee once paid by THE SECOND PART to THE FIRST PART is non-refundable, except under certain circumstances like-

(a) Excess remittance,

(b) Remittance made more than once against the same Education loan, and

(c) Annual guarantee fee not due.

10. Extent of the guarantee: - THE FIRST PART shall provide guarantee cover to the extent of 100% of the amount in default. THE FIRST PART reserves the right to modify the same. The guarantee cover will commence from the date of payment of guarantee fee and shall run through the agreed tenure of the Education Loan.

11. Invocation of guarantee: -

(i) THE SECOND PART may invoke the guarantee in respect of Education loan up to a maximum period of one year from the date of last declaration of loan account as NPA, after the following conditions are satisfied:

(a) The guarantee in respect of that credit facility was in force at the time of account turning NPA.

(b) The account must remain NPA for a minimum period of 3 months (90 days) preceding the date of invoking the guarantee.

(c) The lock-in period of 12 months from either the end of period of moratorium of interest or the date of commencement of guarantee cover in respect of loan covered, whichever is later, has elapsed. As per Guruji Student Credit Card Scheme, the moratorium is course period +1 year. Further, servicing of interest during study period and the moratorium period till commencement of repayment is optional for students.

(d) The amount due and payable to THE SECOND PART in respect of the Education loan has not been paid and the dues have been classified by THE SECOND PART as Non-Performing Assets (NPA). Provided that THE SECOND PART shall not make or be entitled to make any claim on THE FIRST PART in respect of the said Education loan if the loss in respect of the said credit facility had occurred owing to actions/ decisions taken contrary to or in contravention of the guidelines issued under Guruji Student Credit Card Scheme.

(e) The credit facility has been recalled and the recovery proceedings have been initiated under due process of law.

(ii) The claim should be preferred by THE SECOND PART in such manner and within such time to be specified by THE FIRST PART in this behalf.

(iii) THE FIRST PART shall pay 75 per cent of the guaranteed amount of eligible claim by THE SECOND PART, within 90 days, subject to the claim being otherwise found in order and complete in all respects. The balance 25 percent of the guaranteed amount will be paid after obtaining a certificate from THE SECOND PART (MLI) that all avenues for recovering the amount have been exhausted including recovery by taking legal action under provisions of PDR Act or any other relevant acts after a minimum period of 1 year from date of release of 75% of the guaranteed amount. On a claim being paid, THE FIRST PART shall be deemed to have been discharged from all its liabilities on account of the guarantee in force in respect of the borrower concerned.

(iv) After payment of the guaranteed amount to THE SECOND PART, nothing in the scheme document or otherwise shall restrict THE FIRST PART or the High-level committee to recover the loan amount from defaulting students by the powers conferred to the Government under the Bihar and Odisha Public Demand Recovery (Jharkhand-Amendment) Act 2016.

(v) In the event of default, THE SECOND PART shall exercise its rights, if any including to take over the assets of the borrowers and the amount realized, if any, from the sale of such assets or otherwise shall first be credited in full by THE SECOND PARTs to THE FIRST PART before it claims the remaining portion of the guaranteed amount.

(vi) THE SECOND PART shall be liable to refund the claim released by THE FIRST PART together with penal interest at the rate of 4% above the prevailing Bank Rate, if such a recall is made by THE FIRST PART in the event of deficiencies having existed in the matter of appraisal / renewal / follow-up / conduct of the Education loan or where

lodgement of the claim was more than once or where there existed suppression of any material information on the part of THE SECOND PARTs for the settlement of claims.

(vii) THE SECOND PART shall pay such penal interest, when demanded by THE FIRST PART, from the date of the initial release of the claim by THE FIRST PART to the date of refund of the claim.

(viii) The Guarantee Claim received directly from the branches or offices other than the designated Office/ Branches of THE SECOND PART will not be entertained.

12. Subrogation of rights and recoveries on account of claims paid: -

(i) The SECOND PART shall furnish to THE FIRST PART, as and when required by THE FIRST PART, the details of its efforts for recovery, realizations and such other information. THE FIRST PART shall not exercise any subrogation rights and the responsibility of the dues shall rest with the SECOND PART.

(ii) In the event of a borrower owing several distinct and separate debts to the SECOND PART and making payments towards any one or more of the same, whether the account towards which the payment is made is covered by the guarantee of THE FIRST PART or not, such payments shall, for the purpose of this clause, be deemed to have been appropriated by the SECOND PART to the debt covered by the guarantee and in respect of which, a claim has been preferred and paid, irrespective of the manner of appropriation indicated by such borrower or the manner in which such payments are actually appropriated.

(iii) Recoveries due to the Guarantor may be linked to the end of each financial year.

13. Appropriation of amount received from the SECOND PART: - The amount received from the SECOND PARTs shall be appropriated in the order in which the service fee, penal interest and other charges have fallen due. If the service fee and the penal interest have fallen due on the same date, the appropriation shall be made first towards service fee and then towards the penal interest and finally towards any other charges payable in respect of the eligible credit facility.

14. Appropriation of amount realized by the SECOND PART in respect of a credit facility after the guarantee has been invoked: -

Where subsequent to the Fund having released a sum to THE SECOND PART towards the amount in default in accordance with the provisions contained in Para 13 of this Scheme, the member lending institution recovers money subsequent to the recovery proceedings initiated by it, the same shall be deposited by THE SECOND PART with THE FIRST PART, after adjusting towards the legal costs incurred by it for recovery of the amount, if any. THE FIRST PASRT shall appropriate the same first towards the pending service fee, penal interest, and other charges due to the Fund, if any, in respect of the credit facility towards which the amount has been recovered by the member lending institution, and the balance, if any, shall be appropriated against the losses on account of deficit in recovery of the credit facility by the member lending institution.

15. THE FIRST PART's liability to be terminated in certain cases: -

(i) If the liabilities of a borrower to the SECOND PART on account Education Loan guaranteed under this Arrangement are transferred or assigned to any other borrower and if the conditions as to the eligibility of the borrower and the amount of the Education Loan and any other terms and conditions, if any, subject to which the Loan can be guaranteed under the Arrangement are not satisfied after the said transfer or assignment, the guarantee in respect of the Education Loan shall be deemed to be terminated as from the date of the said transfer or assignment.

(ii) If a borrower becomes ineligible for being granted Education Loan under the GSCGASEL scheme, the liability of THE FIRST PART in respect of Education Loan granted to him/her by THE SECOND PART under the GSCGASEL scheme shall be limited to the liability of the borrower to the member lending institution as on the date on which the borrower becomes so ineligible, subject, however, to the limits on the liability of the DHTE fixed under this Arrangement.

16. Returns and Inspections: -

(i) THE SECOND PART shall submit such statements and furnish such information as and when required by THE FIRST PART in connection with Education Loan under the Scheme.

(ii) THE SECOND PART shall also furnish to THE FIRST PART all such documents, receipts, certificates and other writings as and when required by THE FIRST PART and shall be deemed to have affirmed that the contents of such documents, receipts, certificates and other writings are true, provided that no claim shall be rejected, and no liability shall attach to the SECOND PART or any officer thereof for anything done in good faith.

(iii) THE FIRST PART shall, in so far as it may be necessary for the purposes of the Arrangement, have the right to inspect or call for copies of the books of account and other records (including any book of instructions or manual or circulars covering general instructions regarding conduct of advances) of the SECOND PART, and of any borrower from THE SECOND PART. Such inspection may be carried out through the officers of THE FIRST PART, or any other person appointed by THE FIRST PART for the purpose of inspection. Every officer or other employee of the SECOND PART or the borrower, who is in a position to do so, shall make available to the officers of THE FIRST PART or the person appointed for the inspection, as the case may be, the books of account and other records and information which are in his/her possession.

17. Conditions imposed under the Scheme to be binding on the SECOND PART: -

(i) Any guarantee given by THE FIRST PART shall be governed by the provisions of the Arrangement as if the same had been written in the documents evidencing such guarantee.

(ii) THE SECOND PART shall as far as possibly ensure that the conditions of any contract relating to an account guaranteed under the Arrangement are not in conflict with the provisions of the Arrangement but notwithstanding any provision in any other

document or contract, THE SECOND PART shall in relation to THE FIRST PART be bound by the conditions imposed under the Arrangement.

18. Modification and Exemptions : -

(i) THE FIRST PART reserves to itself the right to modify, cancel or replace the Arrangement, so that the rights or responsibilities arising out of, or accruing under a guarantee issued under the Arrangement up to the date on which such a modification, cancellation or replacement comes into effect, shall not be affected.

(ii) Notwithstanding anything herein contained, THE FIRST PART shall have a right to alter the terms and conditions of the Arrangement with regard to an education loan account in respect of which guarantee has not been issued as on the date of such alteration.

(iii) In the event of the Arrangement being cancelled, no claim shall lie against THE FIRST PART in respect of facilities covered by the Arrangement, unless the provisions contained in Clauses (i) and (ii) of para 11 of the Arrangement are complied with by the member lending institution prior to the date on which the cancellation comes into force.

19. Interpretation: -

If any question arises with regard to the interpretation of any of the provisions of the Arrangement or of any directions or instructions or clarification given in connection therewith, the decision of THE FIRST PART shall be final.

20. Supplementary and Additional Provisions : -

In respect of any matter not specifically provided for in this Arrangement, THE FIRST PART through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.

21. Confidentiality:- The term "Confidential Information" for the purpose of this clause means any information, including information created by or for the other Party, whether written or oral (which is confirmed in writing by disclosing party within 15 (fifteen) days of such oral disclosure) , which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either Party or any of its affiliates, or any client of either Party.

(i) Either party shall keep any Confidential Information with the same degree of care as it would treat its own confidential information of similar nature, which degree of care in no case shall be less than reasonable.

(ii) Either party shall use the Confidential Information only for the purposes of this Agreement and not for any other purposes.

(iii) Either party shall cause all its employees or agents who have been given access to the Confidential Information bound by the confidentiality obligations of this Agreement.

(iv) Nothing in this Article shall prevent a Party from treating confidential information as non-confidential, if such information is:

(a) In the possession of, or was known to such Party prior to its receipt, without an obligation to maintain its confidentiality;

(b) Becomes generally known to the public without violation of this agreement by such Party;

(c) Obtained by such Party from a person

- Who such Party does not know to have violated, or to have obtained such information in violation of any obligation to another person or the other Party with respect to such information
- Who does not require such Party to refrain from disclosing such information
- Who has the right to disclose it, without the obligation to keep such information confidential

(d) Independently developed by such Party without the use of confidential Information and without the participation of individuals who have had access to confidential information.

(e) Is required to be disclosed by such Party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject.

22. **Indemnification:** Subject to final judicial determination, THE SECOND PART hereby agrees to indemnify and hold harmless & undertakes to defend THE FIRST PART, and their respective, officers and directors, against any claim made by a third party for infringement of such third party's copyright by any deliverable of the web portal by THE FIRST PART under this Agreement. However, the indemnity obligations shall not apply to infringements caused by modifications by THE FIRST PART under this Agreement or that result from any designs, specifications or other information provided by THE FIRST PART or from combination of such work with information, products or services not provided by THE SECOND PART.

23. **Consequences of breach and penalties:** In the event of breach, THE FIRST PART shall have the right to recover any direct loss, damage or cost of hardship from THE SECOND PART caused due to the breach of the terms of this Agreement. The decision has to be mutually agreed by both the parties. Both the parties shall have recourse to Arbitration in case of any dispute regarding the said determination.

24. **Force majeure**: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. **Arbitration:** THE FIRST PART and THE SECOND PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

26. **Settlement of legal disputes:** This Agreement shall be governed by the Laws for the time being in force in India and Courts in Ranchi, Jharkhand only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

27. **Intellectual Property Rights:** All Intellectual Property Rights under the Agreement will belong exclusively to THE FIRST PART, except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any),. THE FIRST PART shall at all times retain all right, title and interest in and to any Intellectual Property Rights in the deliverables to be provided by THE SECOND PART under this Agreement and any modifications thereto or works derived from there except the pre-existing Intellectual Property Rights of THE SECOND PART or its subcontractors (if any),. It is hereby expressly clarified that THE SECOND PART shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications as per

requirement of THE FIRST PART. THE SECOND PART shall not use such Intellectual Property for any other purpose during and after the term of the Agreement.

THE SECOND PART hereby undertakes;

(i) Not to provide access to the Intellectual Property Rights of THE FIRST PART to persons other than authorized users duly notified by THE FIRST PART.

(ii) To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the MOU.

(iii) Not to permit any person, other than the authorized users, to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.

(iv) To effect and maintain reasonable security measures to safeguard the Intellectual Property from unauthorized access or use by any third party other than the authorized users.

(v) To notify THE FIRST PART promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which THE SECOND PART becomes aware.

31. IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSESS:

1.

(Director, Higher Education)

2.

(Member Lending Institution)

***

Schedule 4: Draft Agreement between DHTE, MLI and Student

TRIPARTITE AGREEMENT

(Under the provisions of Paragraph XX of the Guruji Student Credit Card Scheme as notified and published by the Government of Jharkhand in Jharkhand Gazette vide No. XXX dated XX.XX.XXXX)

This TRIPARTITE AGREEMENT (Agreement) is made and executed ON THIS_____day of _____, 2023

In between

The Director, Higher and Technical Education duly authorized by the Government of Jharkhand in the Department of Higher and Technical Education having its office at Yojana Bhawan, Nepal House, Doranda, Ranchi-834002 and to be carried out all his successors and assignees, IN THE FIRST PART,

AND

The _____(Designation of the Person)_____, Jharkhand, (Name of the Bank)_____ (hereinafter referred to as the said Bank, (which expression shall unless repugnant to its context, includes its successors and assignees) having its office at _____, for and on behalf of the said Bank and all its subsidiary Banks aid Branches operated in the State of Jharkhand, and duly authorized by the Board of Directors of the Member Lending Institution (MLI), in THE SECOND PART

AND

Mr./Ms. .....Son/Daughter of ....., Resident of ..... And Includes Parent/legal Guardian as defined in the schemes, in the State of Jharkhand having Aadhaar Number....., (hereinafter called the Student), in THE THIRD PART

NOW THIS INDETURE IS WITNESSETH AS FOLLOWS: -

1. Scope and Extent: That on and from the date of execution of this Agreement THE THIRD PART shall become the student availed financial assistance under the Guruji Student Credit Card Scheme ("Scheme") as notified and published by the FIRST PART in Jharkhand Gazette vide Notification No(s). XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX, No. XXX dated XX.XX.XXXX and no. XXXX dated XX.XX.XXXX

2. Loan Amount: THE THIRD PART has availed education loan of Rs. ..... without collateral securities, as specified in the scheme.

3. Interest Rate: For the entire amount of loan sanctioned of Rs.15.00 Lakh (Rupees Fifteen Lakh Only) , rate of interest to be charged by the SECOND PART shall be at prevalent EBLR of State Bank of India Plus 1.5% p.a. For girl students, additional benefit by way of further reduction of rate of interest by 0.50% p.a. to be extended by the SECON PART, thereby making the effective rate of interest @ EBLR of State Bank of India Plus 1% p.a (simple interest), The Rate of Interest shall be floating and shall be changed as per changes in the EBLR of State Bank of India. However, THE THIRD PART shall pay rate of interest at 4% simple rate of interest per annum, after application of the benefit of interest subvention to be extended by the Government of Jharkhand.

4. Margin:

(i) Up to Rs. 4.00 Lakhs: NIL
(ii) Above Rs. 4.00 Lakhs: 5% of the total sanctioned loan amount.
(iii) Scholarship/ Assistance ship to be included in Margin.
(iv) Margin will be brought in one year to year basis as and when disbursements are made on a pro-rata basis in applicable cases.

5. Security: THE SECOND PART shall not insist on any security /collateral security in tangible/ intangible form on THE THIRD PART other than the co-obligation of the parents/ Legal guardians during the loan sanctioning process.

6. Insurance: There will be a life cover in the name of THE THIRD PART up to the sanctioned loan amount. The insurance premium is to be borne by THE THIRD PART and the same may be debited from their loan account.

7. Mode of Disbursement:

(i) The Institutional expense will be credited directly to the designated account of the Institution concerned in case of payment of course fees and other fees related to the Institution as per the institution's payment schedule uploaded by THE THIRD PART on the portal.
(ii) The Non-Institutional expense shall be reimbursed to THE THIRD PART's bank account on submission of valid bills/certificates/tickets etc on the portal subject to the condition that all previous claims of Non-Institutional expense has been settled by THE SECOND PART.
(iii) The maximum amount of Non-Institutional expense available per semester to the student shall be proportional to the Institutional expense disbursed per semester as per the payment schedule of the institution.
(iv) The sub clause (ii) of this section shall not be applicable to the Non-Institutional Advance which shall be available as a one-time advance of Non-Institutional Expense to be disbursed to THE THIRD PART's bank account.
(v) The amount of Non-Institutional Advance cannot breach the overall limit of Non-Institutional Expense as mentioned in sub clause (iii) of this section.

(vi) THE THIRD PART should submit valid bills/documents for utilisation of Non-Institutional Advance, within the time specified by THE FIRST PART failing which no further reimbursements of Non-Institutional expense shall be made to THE THIRD PART.

(vii) THE SECOND PART shall not charge any processing fee for sanctioning and disbursement of loan/expense/advance.

8. Repayment Holiday / Moratorium: There will be a moratorium or repayment holiday of one year under this scheme after completion of the course or one year after getting an employment, whichever is earlier.

9. Repayment:

(i) The repayment period shall be 15 (fifteen) years for any loan availed under this scheme including the moratorium/ repayment holiday and the period of study.

(ii) THE THIRD PART or his/her parent/ legal guardian can repay the loan amount at any time before the stipulated period of repayment and in case of early repayment of the loan there shall be no penalty or processing cost charged by THE SECOND PART.

(iii) THE THIRD PART shall have an option to either start repayment during his period of study or avail moratorium/repayment holiday as prescribed in section 09 of the Scheme.

(iv) If THE THIRD PART chooses the option to fully service the interest of the loan during his/her period of study, there shall be a concession of 1% p.a. in interest rate applicable for the entire duration of the loan. The financial liability of the concession shall be borne by THE SECOND PART.

(v) THE THIRD PART or the co-borrower shall be liable to repay the loan on time as 1st charge.

(vi) The loan will be made available at the rate of 4% p.a. simple interest rate to the student.

(vii) THE FIRST PART shall provide appropriate subvention of interest rate for all the borrowers during the entire period of the Loan to restrict the actual rate of simple interest to 4% per annum, at THE THIRD PART level.

10. THE THIRD PART may utilise the entire sanctioned loan amount for Institutional expenses during the period of study, which includes: -

(i) Fees payable for pursuing education in the institutions within and outside of the state (within India) which have ranked up to 200 in the overall list or have ranked up to 100 in their respective individual category of NIRF Rankings or have been accredited grade either "A" or above by NAAC as course/tuition fees.

(ii) Fees payable for accommodation in the institution hostel, if included in the fee structure.

(iii) Fees payable for mess/food provided in the institution hostel, if included in the fee structure.

(iv) Fees payable for caution deposit/ building fund / refundable deposit/ examination/ library/ laboratory, if included in the fee structure.

(v) Fees payable for study material such as books/computer/laptop/tablet etc. provided by the institute, if included in the fee structure.

11. THE THIRD PART may utilise maximum up to 30% of the total sanctioned loan amount for Non-Institutional expenses during the whole period of study which includes: -

(i) Expenses incurred as rent/ license fees for living outside the hostel or living as a Paying Guest.
(ii) Expense incurred by the student for availing mess/food services from any sources other than School/ College/ University/ Institution.
(iii) Expense incurred in travel for participation in study tours/conferences/seminars/competitions approved by appropriate authority.
(iv) Expenses incurred in travel from the institution to the place of residence.
(v) Expenses incurred for purchasing medical aids by specially-abled students.
(vi) Expenses incurred for hiring Day Care/ Child Care Services by Women with child/children between ages 0 to 5 years.
(vii) Advance available as Non-Institutional Advance to be claimed as the first disbursement of Non-Institutional Expense.
(viii) Non-Institutional Advance shall be a one-time advance available to the student up to the Non-Institutional expense limit available per semester.
(ix) If unutilised, the Non-Institutional Advance shall be carried over to the next semester.

12. Application and loan disbursement:

(i) THE THIRD PART registers on the web-based portal by filling the required details as approved by THE FIRST PART.
(ii) THE THIRD PART submits the detailed loan application form as per the format approved by THE FIRST PART.
(iii) THE THIRD PART submits an undertaking for truthfulness of fulfilling of all eligibility criteria under the scheme and accepting any legal/penal liability if found incorrect. The student shall also provide details of the benefits availed by him/her under any scholarship scheme, if any.
(iv) THE THIRD PART uploads the admission letter and fee payment schedule of the institute.
(v) After due process and scrutiny, THE SECOND PART approves the student loan application, quantum of loan amount and timeline of disbursement. In case of rejection of loan application, THE SECOND PART shall provide proper justification for rejection.
(vi) After sanctioning the loan to THE THIRD PART, THE SECOND PART shall upload the sanction letter stating the quantum, interest charged, moratorium period/repayment holiday and repayment period.

(vii) THE SECOND PART disburses loan to academic institution – MLI's disburses the institutional expense amount to the designated bank account of the institute as per the payment schedule uploaded by THE THIRD PART.

(viii) The web portal shall autopay the interest subvention amount against the disbursed loan to THE SECOND PART as per the decided frequency between THE FIRST PART and THE SECOND PART.

13. Disbursement of Institutional Expense:

(i) As per the fee payment schedule uploaded by THE THIRD PART, the web portal notifies the student to submit the required documents before the scheduled date for fee payment.

(ii) THE THIRD PART uploads valid marksheet of last semester indicating the student has passed the semester. The student shall submit a self-declaration stating that he has maintained an attendance of least 75% in the previous semester The student raises request for fee payment and due date for payment of fees.

(iii) Request flows to MLI Dashboard for approval and verification- THE SECOND PART gets notified of the fee payment request against the particular loan account and verifies it against the fee payment schedule and marksheet.

(iv) If satisfied with the documents, THE SECOND PART disburses the required fee as per the fee schedule to the Institution's Bank Account.

(v) THE SECOND PART uploads the disbursement certificate, and the loan liability gets updated on THE THIRD PART's as well as on THE FIRST PART dashboard hosted on the web portal.

(vi) The total loan amount gets auto updated for THE THIRD PART and THE FIRST PART's financial liability is updated against the loan account.

14. Reimbursement of Non-Institutional Expense:

(i) Non-Institutional Expense Limit is set by the web portal as per payment schedule.

(ii) If claimed, system allows submission of bill/documents and entry of details as per format provided by THE SECOND PART

(iii) System checks whether previous Non-Institutional Expense is settled by THE SECOND PART or not.

(iv) On submission of valid bills/documents, THE SECOND PART verifies the claim and decides to approve or reject the expense.

(v) If approved, then the approved amount gets disbursed from THE SECOND PART to THE THIRD PART's bank account provided in the portal and THE SECOND PART uploads a payment confirmation slip on the portal.

(vi) The disbursed loan amount gets added to THE FIRST PART loan account and financial liability for THE THIRD PART and THE FIRST PART is reflected on respective dashboards.

(vii) If rejected, student has the option to raise objections against the rejection on the grievance redressal system.

15. Non-Institutional Advance Claim by Student:

(i) The Web Portal auto calculates the limit for Non-Institutional Advance from the Non-Institutional Expense limit approved by THE SECOND PART

(ii) This limit gets updated on THE THIRD PART's dashboard as an advance which can be claimed by him/her as a one-time advance during his/her period of study.

(iii) When required by THE THIRD PART, he/she raises request on the web-portal to THE SECOND PART by selecting the quantum of and reason for the Non-Institutional Advance. It must be the first disbursement of Non-Institutional expense for the student.

(iv) THE SECOND PART decision on student's request for advance- After due verification, THE SECOND PART approves/rejects the request for non-institutional advance.

(v) If approved, the SECOND PART disburses the advance to THE THIRD PART's bank account and financial liability is auto updated against THE THIRD PART's loan account, THE SECOND PART and THE FIRST PART.

(vi) THE THIRD PART must submit valid bills/documents against the advance as required by THE SECOND PART.

(vii) THE SECOND PART approves or rejects the bill. If rejected, THE THIRD PART has option to resubmit valid bill. Until then, further disbursement of Non-Institutional Advance is on hold.

(viii) The Non-Institutional Advance limit available gets automatically updated on THE THIRD PART's dashboard. He/she can raise a grievance in case of any discrepancy.

16. Loan account declared NPA by THE SECOND PART:

(i) Loan account is flagged as NPA/ probable NPA by THE SECOND PART for qualifying the criteria set by the RBI.

(ii) The flagged loan account appears on THE FIRST PART's Dashboard as NPA/prospective NPA.

(iii) THE SECOND PART that all avenues for recovering the amount have been exhausted including recovery by taking legal action under provisions of PDR Act or any other relevant acts

(iv) THE SECOND PART uploads the detailed document trail for activities undertaken against the default loan account for the recovery of loan.

(v) If the guarantee is approved after scrutiny, THE FIRST PART notifies THE THIRD PART about the charges and recovery under PDR Act.

(vi) THE THIRD PART shall accept the charges under PDR Act for the defaulted loan account.

17. Supplementary and Additional Provisions:

In respect of any matter not specifically provided for in this Agreement, THE FIRST PART through the High-level committee may make such supplementary or additional provisions or issue such instructions or clarifications as may be necessary.

18. Consequences of Breach and Penalties: In the event of breach, THE FIRST PART shall have the right to recover any direct loss, damage, or cost of hardship from THE SECOND PART, and THIRD PART caused due to the breach of the terms of this Agreement. The decision has to be mutually agreed by both the parties. Both the parties shall have recourse to Arbitration in case of any dispute regarding the said determination.

19. Force Majeure: Except as provided herein neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the Parties, including, but not limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, THE SECOND PART, THE THIRD PART shall notify promptly to THE FIRST PART in writing of such condition and the cause thereof. Unless otherwise directed by THE FIRST PART, THE SECOND PART, THE THIRD PART shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Arbitration: THE FIRST PART, THE SECOND PART and THE THID PART shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement. If, after thirty (30) days from the commencement of such informal negotiations, any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference Arbitration and Conciliation Act, 1996 (including all subsequent amendments). The place of arbitration shall be Ranchi. The Arbitral Award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

21. Settlement of Legal Disputes: This Agreement shall be governed by the Laws for he time being in force in India and Courts in Ranchi, Jharkhand only shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

22. In Witness Whereof the parties have executed these presents on the day and year hereinabove written and, in the manner, hereinafter mentioned.

WITNESSESS:

1.

(Director, Higher Education)

2.

(Member Lending Institution)

3.

(Student)