

The Punjab Backward Classes (Grant of Loans) Rules, 1958

HARYANA

India

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Rule

THE-PUNJAB-BACKWARD-CLASSES-GRANT-OF-LOANS-RULES-1958 of 1958

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The Punjab Backward Classes (Grant of Loans) Rules, 1958Published vide Punjab Government Notification 3071 WGI-CH- 58/39530 dated 26th December, 1958.

1. Short title.

- These rules may be called the Punjab Backward Classes (Grant of Loans) Rules, 1958.

2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context -(a)"Form" mean a form appended to these rules;(b)"Section" means a section of the Punjab Backward Classes (Grant of Loans) Act, 1957;(c)"Controlling Authority" means the Director, Welfare of Schedule Castes and Backward Classes.[3. Application for loan. - [Section 4]. - An application for a loan by any person belonging to the backward classes shall be made in duplicate in Form 'A' to the Controlling Authority personally or through a recognised agent or by registered post (acknowledgement due).] [Rule 3 substituted vide Punjab Government notification No. 3794-I-WGI 61/16746 dated 14th July, 1961.]

4. Undertaking and surety Bond.

- [Section 5]. - The Bond to be executed by the applicant under section 5 shall be in Form 'B' and the surety bond shall be in Form 'C'.

5. Agreement -

[Section 6]. - The bond to be executed by a borrower under section 5 shall be in Form 'D'.

6. Loan to be in cash.

- [Section 6]. - (1) The loan shall be paid to the borrower in cash in one or more instalments as the Controlling Authority may decide. (2) The repayment of loan shall commence on the expiry of four years from the date of advance of the loan or the first instalment thereof if paid to the loanee in more than one instalment.

7. Consequences of default of payment within time.

- [Section 9]. - If a borrower misuses the amount of loan or commits a breach of any of the terms on which the loan has been granted to him, then, without prejudice to any other action that may be taken against him, the amount of loan and costs, if any, incurred in giving or recovering the loan, shall be recoverable from the person and property of the borrower as well as of the surety within two months of the date of the issue of a notice to that effect by the Controlling Authority.

8. Repayment of loan.

- [Section 14 (2) (ii)]. - The borrower may repay the whole or any portion of the loan before the due date.

9. Manner and place of repayment of loan.

- [Sections 7 and 14 (1)]. - Repayment of loans shall be made at a Government Treasury to the credit of Government in such manner as the Controlling Authority may, from time to time, notify to the borrower. The Treasury Receipt shall be forwarded to the Controlling Authority for record in his Office in token of the repayment.

10. Notices to borrowers and their service.

- [Section 14 (1) (iii)]. - All orders passed, notices given and directions issued by the Controlling Authority under sections 8, 9 and 11 shall be in writing signed by the Controlling Authority and communicated to the party concerned either through personal delivery or by registered post (acknowledgement due).

11. Notice declaring a loan immediately recoverable.

- [Section 9] - The notice declaring a loan to be immediately recoverable under section 9 shall be in Form 'E'.

12. Form of appeal.

- [Section 10]. - An appeal made under section 10 shall be in the form of a written memorandum accompanied by a copy of the notice under section 9 and presented by the applicant or his recognised agent either in person or through registered post (acknowledgement due).

13. Notice to pay.

- [Section 11]. - The notice to the borrower calling upon him to pay the sum due under section 11 shall be in Form 'F'.

14. Purpose for granting loans.

- [Section 14 (2) (iv)]. - The loan may be granted for establishing or expanding an industry, business or profession. Form A [See rule 3] Form of application for loan under the Punjab Backward Classes (Grant of Loans Act, 1957) Note :- The application is to be submitted in duplicate. All names to be given in full. To The Controlling

Authority, _____ Dear Sir, I beg
to apply for a loan of Rs. _____ (Rupees _____ only)

2. The required particulars are given below :-

- (a) Name of applicant. _____
- (b) Father's/Husband's name. _____
- (c) Caste. _____
- (d) Age of the applicant. _____
- (e) Present address and occupation. _____
- (f) Permanent address. _____
- (g) Nature of business/profession for which loan is required. _____
- (h) Year in which business/profession was started and the place of business. _____
- or
The place where the applicant now intends to carry on his business/profession.
- (i) The amount of capital invested in the business/profession. _____
- or
The amount of capital proposed to be invested.
- (j) Why it has now become necessary to apply for a loan (in case of business or profession already started) _____

- (k) The amount of loan desired. _____
- (l) Purpose for which loan is desired. _____
- (m) Whether applicant has special qualifications or experience for the business/profession for which loan is required. (Details of qualifications to be given). _____
- (n) Has the applicant already applied for a loan under the Punjab Backward Classes (Grant of Loans) Act, 1957 ? _____
If so, when and with what results ? _____
- (o) Has the applicant already received any loan from the Government, a Co-operative Society/Bank or the Rehabilitation Department ? Give full particulars. _____
- (p) Manner in which repayment of loan is proposed to be made including the period over which the payment of loan should be spread. _____
- (q) Financial position of the applicant. _____

Signature Affidavit I _____, son/daughter/wife/widow of _____, caste _____ resident of _____, district _____, solemnly declare that I am a bona fide member of Schedule Castes/Schedule Tribes/Backward Classes and that the particulars given above are true and correct to the best of my knowledge and belief. I further solemnly declare that I shall notify all changes in my address to the Controlling Authority and shall not shift my place of business or occupation without the prior permission of such Authority. Deponent Attested (Magistrate or Oath Commissioner with seal) Certificate I know Shri _____, son of _____, of (place and district) personally. He belongs to _____ Caste, which has been notified as a Scheduled Caste and Scheduled Tribes in the Scheduled Castes and Scheduled Tribes (Modification) Order, 1956, or declared by Punjab Government to be Backward Class. Signatures To be signed by a Member of Parliament or an M.L.A. or a Gazetted Officer (with the seal of his court or the stamp of his Office). Form B [See rule 4] Personal bond by a borrower executed under sub-section 2, of section 5 of the Punjab Backward Classes (Grant of Loans) Act, 1957. Whereas a loan of Rs. _____ has been sanctioned to me by the Controlling Authority appointed under the provisions of the Punjab Backward Classes (Grant of Loans) Act, 1957, and whereas I am required to execute a bond in respect thereof, I _____, son of _____, caste _____, resident of village _____, district _____, hereby agree with the Governor of Punjab and bind myself and my successors-in-interest as under :-

1. That I shall apply the money lent to me to the purpose of for which the loan has been sanctioned and to no other purpose within.

2. That I shall fulfil the following conditions on which the loan has been sanctioned:-

(a)[x x x x] [Conditions (a) and (b) deleted by Punjab Government Notification No. 3794-IWUI-61/16749, dated the 14th July, 1961.](b)[x x x x] [Conditions (a) and (b) deleted by Punjab Government Notification No. 3794-IWUI-61/16749, dated the 14th July, 1961.](c)I shall pay to the Punjab Government the said amount of loan in 20 half-yearly equated instalments on the day of _____ and the _____ day of in each year commencing from the expiry of four years from the date of the advance of the said loan.(d)In case of default of any payment at the due date or in the event of breach of any other condition of this bond or of the loan being declared to be immediately recoverable by the Controlling Authority, the amount of loan and costs, if any, incurred in making or recoverable from me and any property as well as of the surety.(e)I shall not change my place of business or profession as recorded in my application for loan except with the prior written permission of the Controlling Authority.(f)I shall comply with any general or special order of Controlling Authority relating to the inspection of the premises, buildings, machinery and stock in hand purchased or hired by me with the aid of the loan granted to me and shall furnish any information which the said Authority may require in respect of the purpose or purposes for which the loan was granted or the manner in which the loan has been or is being utilized.Dated this _____ day of _____ 19____ Signatures

1. Witness

Address

2. Witness

AddressForm C(See Rule 4)[Surety bond under sub-section 2 of section 5 of the Punjab Backward Classes (Grant of Loans) Act, 1957]Whereas a loan of Rs. _____ has been granted to _____ son/wife/daughter/widow of _____, caste _____, resident of _____, district _____ by the Controlling Authority under the provisions of the Punjab Backward Classes (Grant of Loans) Act, 1957, and whereas the said borrower has executed a bond in favour of the Governor of Punjab on _____, I stand surety for the said borrower and bind myself and my successors-in-interest upto the Governor of Punjab as under :-That in case of the borrower making default in payment of the said loan or a part thereof as agreed upon by him or in fulfilling any of the conditions on which the loan has been granted to him, or in applying the money for purpose for which the loan has been granted, the amount of loan, so sanctioned, and costs, if any, in making or recovering the loan shall be recoverable from me as well as from my property.That grant of time or other indulgence by the Government of Punjab or the said Controlling Authority to the borrower of any neglect or forbearance on the part of said Government or the said authority shall not affect my liability under this bond.Dated this _____ day of _____ 19____ Signatures

1. Witness

Address

2. Witness

AddressForm D[See Rule 5]Whereas the loan of Rs._____has been granted to me by the Punjab Government under the provisions of the Punjab Backward Classes (Grant of Loans) Act, 1957, the receipt whereof I hereby acknowledge and whereas I am required to execute a bond in lieu thereof I hereby agree and bind myself and my successors-in-interest as under :-(1)That I shall apply the money to the purpose/purposes stated in my bond, dated, for which it has been loaned and to no other purposes within.(2)That I shall fulfil all the conditions stated in my bond mentioned above on which conditions the loan has been granted to me.(3)That if the amount of loan is not used for such purpose or if there is any breach of such conditions the amount of the loan shall be recoverable from me or my successors-in-interest in the manner prescribed in the Punjab Backward Classes (Grant of Loans) Act, 1957, and the rules framed thereunder.Dated this _____day of _____19____Signature

1. Witness

Address

2. Witness

AddressForm E[See Rule 11]Notice to the Borrower under section 7 of the Punjab Backward Classes (Grant of Loans) Act, 1957Whereas I am satisfied of that the money (Rs._____) lent to you by the Punjab Government which was duly received by you on _____and for which you executed a bond with surety on _____is not being wholly applied to the purpose or purposes of _____for which it was lent or/and that the following condition(s) on which it was lent are not fulfilled._____.ORWhereas I am satisfied that you have failed without reasonable cause to comply with any order, dated _____duly served on you on _____or to furnish information required in my order dated _____duly served on you, on _____, it is, therefore, hereby declared under section 9 of the Punjab Backward Classes (Grant of Loans) Act, 1957, that the said loan is immediately recoverable from you in lump sum.Dated this _____day of _____19____SignatureDesignationForm F[See Rule 13]Notice to the Borrower under Section 11 of Punjab Backward Classes (Grant of Loans) Act, 1957Whereas a sum of Rs._____was granted to you by way of loan by the Punjab Government which was duly received by you on _____for which you executed a bond with surety on _____.Whereas the said loan of Rs._____/part of the loan Rs. _____/instalment Rs. _____has fallen due and has not been paid on or before the due dateORWhereas the said loan has been declared immediately recoverable, - vide order of the Controlling Authority, dated _____duly served on you on _____.You are hereby served with a notice to pay the sum of Rs. _____due from you by _____to _____.Dated this _____day of _____19____SignatureDesignation(Controlling Authority)