

The Rules for Grant of Interest Free Loans for Construction & Repairing of Houses to Scheduled Castes, Scheduled Tribes and Denotified Tribes and Nomadic Tribes in Rajasthan, 1970

RAJASTHAN

India

The Rules for Grant of Interest Free Loans for Construction & Repairing of Houses to Scheduled Castes, Scheduled Tribes and Denotified Tribes and Nomadic Tribes in Rajasthan, 1970

Rule

THE-RULES-FOR-GRANT-OF-INTEREST-FREE-LOANS-FOR-CONSTRUCTION of 1970

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The Rules for Grant of Interest Free Loans for Construction & Repairing of Houses to Scheduled Castes, Scheduled Tribes and Denotified Tribes and Nomadic Tribes in Rajasthan, 1970Published vide Notification No. F. 9(7)(R) Dev-Loan-SWD/70-71/60872-908, dated October 17, 1970, published in Rajasthan Gazette, Extraordinary, Part 4-C(1), dated 20-10-1970, page 289G.S.R. BO. - The Governor of Rajasthan is hereby pleased to make the following rules for the grant of interest free loans to persons belonging to Scheduled Castes, Scheduled Tribes, Denotified Tribes and Nomadic Tribes for the construction and repairs of houses.

1. Title.

- These rules may be called "Rules for interest-free loan to persons belonging to S.T., S.C., D.T. and N.T. for construction and repairs of houses".

2. Commencement.

- These rules shall come into force with effect from the date of their publication in the Rajasthan Gazette.

3. Definitions.

- In these rules, unless and until the context otherwise requires:-(i)"Government" means the Government of Rajasthan:(ii)"Director" means the Director of Social Welfare Department, Rajasthan:(iii)"the Collector" means the Collector of the District:(iv)"Assistant Director" and "District Probation & Social Welfare Officer" means the Assistant Director & District Probation & Social Welfare officer of the Social Welfare Department of Rajasthan:(v)"Municipal Board/Council" means the Municipal Board/Council established or deemed to be established under the Rajasthan Municipalities Act, 1959:(vi)"Panchayat Samiti" and "Panchayat" means the Panchayat Samiti & Village Panchayat constituted under the Rajasthan Panchayat Samities & Zila Parishads Act, 1959:(vii)"Sanctioning Authority" means the authority defined in rule No. 12.

4. Nature and purpose of loan.

- (i) The loan under these rules will be interest-free, repayable in thirty half yearly equal instalments. The loanee may pay the part or full amount of loan in one instalment before it becomes due.(ii)The instalments for the payment referred to in rule 4 sub- rule (i) shall fall due on the completion of the house or completion of the improvements to the house, as the case may be, for which the loan was granted or on the expiry of a period of six months from the date of payment of the last instalment received by the loanee, whichever is earlier:Provided that, except in cases where the loanee refuses or neglects to take the subsequent loan instalments or refuses or neglects to complete the house or repairs to the house, the instalments for repayment of the loan shall be payable after the full payment of the loan amount.(iii)Loan under these rules shall be sanctioned for one of the following purposes:-(a)Construction of a new house.(b)Repairs of an existing house.

5. Eligibility for loan.

- Loans will be advanced to:-(i)Persons belonging to S.C., S.T., D.T. or N.T. who are bonafide residents of Rajasthan.(ii)This loan can also be sanctioned to persons who have obtained Government Loan or a loan from L.I.C. for construction of houses under any other scheme.

6. Non-eligibility for loan.

- No loans will be sanctioned to:(a)A minor, an insolvent person or a lunatic.(b)Any person defaulting in the regular payment of any loan advanced by the Government or Semi Government agency including L.I.C.(c)Any person who has already taken so much loan from other sources that he cannot be ordinarily expected to repay his loan in time.(d)Any person who has already received subsidy for the construction of house from the Social Welfare Department. A person may have an option of either taking a subsidy of Rs. 1000/- or an interest free loan under these rules.(e)Any person who is a Government servant and is entitled to get loan from the Government.

7. Extent of Loan.

- The construction of a new house, the maximum amount of loan shall not exceed Rs. 2000/- for a member of S.T., D.T., N.T. or S.C., unless he is a scavenger (i.e. Mehtar, Bhangi etc.) in which case it shall not exceed Rs. 2,500/-. For repairs or improvement of the existing pucca houses, the limit shall be Rs. 1000/- only.

8. Instalments.

(1) The loan for repairs or improvement will be paid in one instalment and the loan for new house will be paid in the following three instalments:-

- (i) 1st instalment 40%
- (ii) 2nd instalment 40% at roof level.
- (iii) 3rd instalment 20% on completion of work.

(2) The loanee shall have to construct at least one living room, one verandah, one kitchen and a bathroom. The total pucca constructed area being not less than 200 sq. ft. (3) No person who has an income assessable under the Income Tax Act, shall be eligible for a loan under these rules.

9. Condition of loan.

(a) Loan shall only be advanced against a plot of abadi land over which the applicant holds a clear title. (b) The loan will also be advanced to a person holding agriculture land on which he is entitled to construct a pucca house according to the tenancy laws in force.

10. Application for.

- Applications in form No. 1 for the grant of loan under these rules shall be made to the Panchayat Samiti/Municipal Board in whose jurisdiction the house is to be constructed. The Panchayat Samiti/Municipal Board shall forward the same along with its recommendations, to the District Probation & Social Welfare Officer who after scrutiny, will forward the same to the sanctioning authority i.e. Director, Social Welfare Department.

11. Conditions of sanction.

- The loan shall be sanctioned subject to the following conditions: (i) The construction work relating to an instalment shall have to be completed within 3 months of the payment of that instalment. This period can be extended for 3 months by the D.P. & S.W.O., provided he is satisfied with the reason for delay. (ii) The loanee shall have to mortgage to the Government the house or a suitable portion thereof, corresponding in value to the amount of loan sanctioned under these rules and furnish two sureties for the loan amount who should be residing in that area and who have some landed property, the value of which should not be less than the amount of loan applied for. (iii) The loanee shall have to execute a bond in the form prescribed under these rules. (iv) The loan shall be

sanctioned subject to the availability of funds.

12. Powers of sanction.

-The Director, Social Welfare Department and the Collector shall exercise the following powers while sanctioning the loan and the payment of instalments:

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|--|---|
| (1) Director, Social Welfare Department. Rajasthan | Full powers for sanctioning of loan. |
| (2) District Collectors. | Full powers for payment of instalments. |

13. Distribution of.

- Immediately after the sanction of a loan or loans for a particular District the full amount thereof shall be placed at the disposal of the Collector concerned by the Director, Social Welfare for the timely payment of the loan instalments as and when they fall due under these rules.

14. Funds to be allotted.

(a) In case non-observance of any of the conditions laid down in these rules or in the event of default in the payment of two consecutive instalments, the amount due shall be recovered with interest of 6.1/4% p.a. (b) If the loanee fails to pay two consecutive instalments with interest as laid down in sub-clause (a) the entire amount due shall be recovered in lump sum as arrears of land revenue.

15. Interest for default.

- (i) The District Probation and Social Welfare Officer shall be responsible after disbursement of the loan to the loanee concerned, to furnish the progress of work to the Director, Social Welfare Department and Collector of the District. (ii) The Collector or his representative shall furnish the progress of expenditure and recovery to the Director, Social Welfare Department, Jaipur half-yearly.

16. Repayment.

- Repayment of the due instalment shall be made at the Treasury or Sub-treasury of the concerned District.

17. Duty of recovery.

- The Collector will be responsible for affecting the recovery of the loan and watching the progress of the payment thereof. The D.P. and S.W.O. shall give to the Collector such assistance for the purpose as may be desired.

18. Power to impose conditions.

- Notwithstanding anything contained in these rules, it shall be within the discretion of the Government in Social Welfare Department to impose any new condition or relax the existing ones.

19. Alternative.

- Instead of advancing loans to individuals for construction of houses, the Government may, wherever the services of a Housing Board or other similar Government or Semi-Governmental agency for house construction are available, arrange the construction of multiflat buildings and allot the flats to individuals from these communities on hire-purchase system in accordance with rules to be framed hereafter.

20. Powers of Government

- The Government may amend, alter or modify these rules or any other conditions laid down thereunder, as and when considered necessary.

21. Finality of decision.

- The decision of the Director, Social Welfare shall be final with regard to interpretation of these rules. QkeZ uao (fodkl __.k)(fu;e 10 ds vUrxZr)fiNM+h tkfr;ksa ds Hkou fuekZ.k gsrq __.k vkosnu&i= izk:ifnukad-----fufeRr &funs'kdlekt dY;k.k foHkkx]jktLFkku] t;iqjA(uxj ikfydk dk iapk;r lfeFr ds ek;/e ls)eSa bl ;kstuk ds vUrxZr __.k Lohd`fr ds fy, izkFkhZ gwWa vkSj fuEu QkeZ esa vko';d lwpuk izLrqr djrk gwWa&(1)izkFkhZ dk uke (Li"V v{kjksa eas)----- dk uke (Li"V v{kjksa esa)----- esa dc ls jg jgs gSa----- LFkku----- (5)izkF dk iwjk irk&fBdkuk----- dh vk;q----- vk; dk foLr`r fooj.k e; vk; lk/kuksa ds----- vki vk;&dj nsrs gSa----- vkids ikl iwoZ esa viuk edku gS ;k edku dk dksbZ Hkkx gSa\ ;fn ,slk gS rks fooj.k izLrqr djsa-----LFkku-----ewY;----- vkids ikl iwoZ esa gh viuk edku gS rks la{ksi esa dkj.k izLrqr djsa fd nwljk edku vFkok iwoZ esa lq/kkj gsrq D;ksa fuekZ.k djuk pkgrs

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nsaosA"_____Form 2 (Dev.

Loan)Simple Mortgage Deed to be executed by a borrower belonging to the Scheduled Caste or
Scheduled Tribe for House Construction LoanThis Deed Mortgage made on the day of
..... Between Shri.....son of.....resident of.....
(hereinafter called the "Mortgagor" which expression shall, where the subject or context so admits,

include his heirs, successors, legal representatives and assigns) of the one part AND the Governor of the State of the Rajasthan (hereinafter called "the Mortgagee" which expression shall, where the subject or context so admits, include his successors in office, and permitted assigns) of the other part;Whereas the Mortgagor has applied to the Mortgagee for the grant of a loan under a scheme for the grant of interest free loan to persons belonging to the Scheduled Caste and Scheduled Tribe for construction/repairs/improvement of residential houses;And Whereas the Mortgagor has agreed to advance a loan of Rs.....only on the terms and conditions hereinafter contained for the aforesaid purpose on his mortgaging the property described in the Schedule hereto;And Whereas the Mortgagor has to mortgage the aforesaid property as security for the repayment of the said loan.Now this Deed witnesses as follows:-

1. In pursuance of the said agreement and in consideration of a cash loan of Rs..... (Rupees only) advanced by the Mortgagee to the Mortgagor (the receipt of which sum the Mortgagor hereby acknowledges) and of Rs agreed to be advanced by the Mortgagee to the Mortgagor, that is

(a)Rs..... upon the construction of the house reaching plinth level;(b)Rs upon the construction reaching the roof level;(c)Rs.....upon the completion of the house,(provided that the Mortgagee shall not be bound to advance any of the above instalments, if the Mortgagor commits a breach of or fails to observe any of the covenants to be observed and performed by him as hereinafter contained),the Mortgagor hereby covenants with the Mortgagee as follows:-(1)The Mortgagor will repay to the Mortgagee the said sum of Rs..... (Rupees..... only) in 30 equal half-yearly instalments payable as follows:-

Instalment	Due Date
1st instalment
2nd instalment
.....
.....

(2)The Mortgagor shall pay to the Mortgagee interest @ 6% per annum on the amount of any instalment, which remains unpaid on the due date, from such date to the date of actual payment.(3)If any instalment is not paid on the due date, the whole of the money then remaining due from the Mortgagor shall become payable atonce.

2. For the consideration aforesaid, the Mortgagor hereby transfer by way of simple mortgage to the Mortgagee, all that property described in the Schedule hereto (hereinafter referred to as the said property belonging to the Mortgagor), to the intent that the said property shall remain and the charged as security for the payment to the Mortgagee of the said principal sum, interest and costs in accordance with the covenants hereinbefore contained.

3. The Mortgagor hereby covenants with the Mortgagee as follows:-

(1) That the said property is free from all encumbrance. (2) That the Mortgagor shall utilize the amount advanced by the Mortgagee hereunder for the construction/repair/improvement of his residential house on plot of land situated at and for no other purpose. (3) The Mortgagor shall commence construction/repairs/improvement of the said house within two months hereof and shall complete the construction work relating to each instalment within three months of the receipt thereof and observe the same stipulation until the whole work is completed. (4) The Mortgagor shall not transfer by sale, gift, mortgage, exchange lease or otherwise part with the possession of the said property or of any portion thereof or any building or structure erected or to be erected thereon or any right, title or interest in such plot/building/structure until the whole amount of the loan hereunder granted, together with interest and costs due from the Mortgagor to the Mortgagee, are fully paid up. (5) The Mortgagor shall furnish to the Mortgagee or such person as may be authorised by him in this behalf such record and information relating to the site, construction, repair, improvement thereon as may be called for from him time to time. (6) The Mortgagor shall permit persons authorised by the Mortgagee to inspect the said property or any work conducted thereon at all reasonable times. (7) All costs and expenses incidental to the preparation and execution, of this deed, including stamp duty and registration charges shall be borne and paid by the Mortgagor.

4. It is hereby agreed between the parties hereto that-

(1) In case of default in the payment of any sum on account of principal and/or interest or costs as may become due under the covenants hereinbefore contained or in the event of any default on the part of the Mortgagor to perform or observe any covenant hereinbefore contained, the Mortgagee shall be entitled forthwith to enforce against the said property hereby mortgaged buildings and structures or any part thereof all or any of the remedies of the holder of a simple mortgage and shall have the power to sell without the intervention of a court the mortgaged property or any part thereof for the realization of any money due to the Mortgagee hereunder. (2) Notwithstanding anything herein contained, the Mortgagee shall without prejudice to any other remedy conferred by this deed, be at liberty to recover any sum outstanding against the Mortgagor under this deed as an arrear of land revenue under the Rajasthan Public Demands Recovery Act, 1952 or under the Rajasthan Land Revenue Act, 1956. (3) If any dispute, difference or question which may arise at any time between the parties hereto or any person claiming under them touching or arising out of or in respect of this deed or the subject matter thereof or as regards the interpretation thereof, such dispute or difference shall be referred to the arbitration of the Secretary to the Government in the Social Welfare Department, whose decision shall be final and binding on the parties hereto. In witness whereof the Mortgagor and the.....for and on behalf of the Mortgagee have signed this deed on the date and year first above written.

Signed by the Mortgagor. Signed by.....

for and on behalf of the Governor

Witness

1.

1.

2.

2.

Form 3 (Dev. Loan) Bond with sureties for an Interest-free loan to persons belonging to the Scheduled Castes or Scheduled Tribes for Construction/Repairs of House. This Bond is made the.....day of.....Between..... son of..... resident of (hereinafter called "the Borrower", which expression shall, where the subject or context so admits, include his heirs, successors, legal representatives and assigns) of the one part and.....son of.....resident of (the first surety) and; son of..... resident of..... (the second surety) (hereinafter collectively referred to as the Sureties which expression shall, where the subject or context so admits include their heirs, successors, legal representatives and assigns) of the second part AND the Governor of the State of Rajasthan (hereinafter called the Government which expression shall, where the subject or context so admits include his successors in office and permitted assigns) of the third part. Whereas the Borrower has applied to the Government for the advance of a Loan of Rs..... under the scheme for grant of interest free loan to persons belonging to the Scheduled Castes or Scheduled Tribes etc. for construction/repairs of house, payable in 30 equal half-yearly instalments hereinafter specified. And Whereas the Sureties have agreed to give security for the repayment of such loan in the manner hereinafter appearing and the Government has agreed to advance such loan on such security: Now this deed witnesses as follows:-

1. In pursuance of the said agreement and in consideration of the sum of Rs..... (Rupees..... only) advanced by the Government to the Borrower (the receipt of which the Borrower hereby acknowledges), the Borrower and the Sureties hereby jointly and severally covenant with the Government as follows:-

(1) The Borrower and the Sureties will pay to the Government the said sum of Rs..... (Rupees..... only) by 30 half-yearly instalment of Rs..... each payable on the following dates:-

Instalments	Due date
1st instalment
2nd instalment
3rd instalment
.....
.....

(2) The amount of loan so granted shall be utilised by the Borrower for construction of a residential house/repair or improvement of his house, on plot of land/house situated at described in the Schedule hereto and for no other purpose. (3) The Borrower and the Sureties shall pay to the Government interest @ 6.1/4% per annum on the amount of instalment, which remains unpaid on the due date, from such date to the date of actual payment. (4) If the Borrower commits a breach of or fails to observe any of the covenants to be performed or observed by him herein before contained or if any of the said instalments or any part thereof shall be in arrears for..... months after the due date, the whole sum then remaining due to the Government under this Bond shall thereupon become payable at once and the Borrower and the Sureties will be liable jointly and severally to pay

the same to the Government forthwith.(5)All costs and expenses incidental to the preparation and execution of this Bond, including stamp duty payable thereon, shall be borne and paid by the Borrower.

2. It is hereby agreed and declared that in case of default in the payment of any sum as may become due under the covenant as hereinbefore contained, the Government shall be entitled to recover the same from the person or property of the Borrower or the Sureties both with interest @ 6.¼% per annum in one instalment as an arrear of land revenue under the Rajasthan Public Demands Recovery Act, 1952 or the Rajasthan Land Revenue Act, 1956.

3. The obligation undertaken by the Sureties shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the Borrower.

In witness whereof the Borrower, Sureties and.....for and on behalf of the Governor have signed this Bond on the day and year first above written.Signed by the BorrowerSigned by.....for and on behalf of the Government.Signed by the Sureties:-

Witness :- Witness-

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