

The Rajasthan State Aid to Industries Grant of Loan-cum-Subsidy (For Equipment and Workshed) Rules, 1968

RAJASTHAN

India

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Rule

THE-RAJASTHAN-STATE-AID-TO-INDUSTRIES-GRANT-OF-LOAN-CUM-SUBSIDY OF 1968

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The Rajasthan State Aid to Industries Grant of Loan-cum-Subsidy (For Equipment and Workshed) Rules, 1968Published vide Notification No. F 28 (24) Ind. (A)/65, dated 23-3-1968, published in Rajasthan Gazette, Part 4-C. Extraordinary, dated 25-3-1968In exercise of the powers conferred by sub-section (1) of section 8 read with section 5 of the Rajasthan State Aid to Industries Act, 1961 (Rajasthan Act 25 of 1961), the State Government hereby makes the following Rules governing the State aid by grant of loan-cum-Subsidy to the Small Scale and Cottage Industries establishment in the State of Rajasthan.

1. Short title, [XXX] [Deleted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.] and commencement.

- (i) These rules may be called the Rajasthan State Aid to Industries Grant of loan-cum-Subsidy (for Equipment and Workshed) Rules, 1968.(ii)They shall come into force at once.[2. [XXX] [Deleted by Nofication dated 8-11-1968 (9-1-1969)]]

3. Definitions.

- In these Rules, unless the subject or context otherwise requires,-(i)"Act" means the Rajasthan State Aid to Industries Act, 1961 (Act No. 25 of 1961);(ii)"Government" means the Government of

Rajasthan;(iii)"Director" means the Director of Industries and Civil Supplies, Rajasthan [XXX] [Deleted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.](iv)"District officer" means the District Industries officer and shall also include the Assistant Director of Industries or Project officer of the areas concerned;(v)"Project Committee" means the Project Committee appointed by the Government to suggest schemes and programmes to be taken up and location of the schemes to be implemented by Panchayat Samitiwise and also to assist the State Level Committee;(vi)"Project Executive Committee" means the Project Executive Committee appointed by the Government to exercise financial powers in the execution of the Project Programme at Project Level;(vii)"Rural Area" means the area which on account of its economic Industrial backwardness is selected by the Government for Industrial development under its Rural Industrialisation Programme and is notified as such;(viii)"Rural Industry" means a small scale or cottage industry based on indigenous or locally available raw material irrespective of the fact whether it is run with or without power and also includes a craft being carried on by a craftsman;(ix)"Borrower grantee" means an individual or a partnership firm or a registered co-operative society whom loan-cum-Subsidy is granted under these Rules;(x)"Loan-cum-Subsidy" means financial assistance given by the Government partly as loan and partly as out-right grant for the construction of factory workshed, or for purchase of improved machinery, tools and equipments or for such other purpose as may be decided by the Government to be conclusive to or in interest of the industrial development in the State;(xi)"Form" means a form appended to these Rules;(xii)"Machinery" means machinery operated with or without power and includes improved tools and equipments but excludes ordinary tools and equipments;(xiii)"Work Shed" means a factory shed built with concrete or brick or stone of standard designs and specifications of "A", "B" or "C" as appended to these Rules.(xiv)"Allottee" means the party to whom machinery or workshed is allotted under these Rules.

4. Applications for Loan-cum-Subsidy

- All applications in duplicate for grant of loan-cum-Subsidy shall be submitted in the pro-forma prescribed in Form I-A or Form I-B alongwith a declaration and undertaking in Form II-'A' or Form II-B as the case may be, to the District officer concerned.

5. [Processing of applications. [Rule 5 and its sub-rules, renumbered by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.]

(1)All applications, as and when received shall be entered in separate Registers maintained in the office concerned for "Construction of Workshed" or for "Purchase of Machinery" as the case may be and the acknowledgment part of the application shall be given to the applicant, if the application is submitted by the party in person and in case the application is received by post the acknowledgment shall be sent by post;(2)Thereafter one copy of the application shall be forwarded by the District officer concerned to the Industries Extension officer/Inspector concerned for submitting his report recommendations in the proforma prescribed in Form III-A or III-B as the case may be;(3)All these applications shall be submitted as far as possible within three months from the date of their

registration to the project Committee for examination and recommendation in order of priority;(4)After the Project Committee has recommended the cases, these shall be put up to the Project Executive Committee for approval or otherwise approval where after the District officer shall issue necessary orders in Form IV-A or IV-B as the case may be.]

6. Extent of loan-cum-Subsidy.

- The percentage of party's investment and Government assistance as loan and Subsidy shall be as under subject to further conditions as hereinafter [specified] [Substituted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.].

- (i) Party's investment 25% of cost;
- (ii) Government assistance as loan 50% of cost;
- (iii) Government assistance as Subsidy 25% of cost;

Provided that any expenditure over and above the approved cost if incurred, shall be borne by the party concerned:[Provided further that in case the Government Assistance as loan is not available either in entirety or in part, the investment of the party shall increase to the extent of the shortfall.] [Added vide Notification dated 11-5-1970 (16-5-1970).]

6A. For purchase of machinery.

(1)Loan-cum-Subsidy shall be admissible for purchase of new machinery only.(2)In the case of individuals and partnership concerns, the maximum amount admissible as loan-cum-Subsidy for purchase of machinery costing not less than Rs. 25.00 per item shall not exceed Rs. 7500/- in each case.(3)In case of co-operative Societies, the maximum amount admissible as loan-cum-Subsidy for purchase of machinery costing, not less than Rs. 25.00 per item shall not exceed Rs. 7500/- in each case.(4)The amount of loan-cum-Subsidy is to be released in two instalments as under:-(a)First instalment consisting of the loan sanctioned will be released against R.R. through Bank when a firm order for the supply of the machinery has been placed, required advance if any, is given to the supplier, necessary surety bond in the prescribed pro-forma has been executed and the certificate of the Industries Extension officer or Inspector concerned in Form V-A Part II is received. When these formalities are completed release order in the pro-forma provided in Part III of Form V-A shall be issued by the District officer concerned.(b)Second instalments consisting of the Subsidy sanctioned will be released on receipt of the following formalities:-(i)A detailed account in regard to the purchase of machinery and deed of hypothecation in the prescribed pro-forma Form No. V-B.(ii)Certificate from the Industries Extension officer or Inspector concerned in Form No. V-B (Part II) in regard to the completion of all formalities and the [painting] of the words "IDR" on the machinery in question.(5)When the required formalities are completed, necessary order in the pro-forma prescribed in Form V-B Part III shall be issued by the District officer concerned.(6)The amount of Subsidy or a part thereof shall on the recommendation of the Industries Extension officer/Inspector concerned be released cash or adjusted against the amount of loan if due granted to the borrower grantee at his request.[6B. For construction of Worksheds.- (1) Financial assistance

shall be admissible for the construction of new sheds of approved design and specification of]
[Sub-rules, renumbered by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976,
Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.] :-

'A' Class Shed costing Rs. 5,000/-per shed;

'B' Class Shed costing Rs. 4,500/-per shed;

'C' Class Shed costing Rs. 2,500/-per shed;

(2) Land required for the construction of these sheds can be allotted under the Rajasthan Industrial Areas Allotment Rules, 1959 if available; (3) Loan-cum-Subsidy sanctioned under these Rules shall be released in two instalments in the manner hereinafter mentioned in sub-rules (iv) to (vi) of this Rule; (4) When a sanction in pursuance of Rule [5(3) of these rules] [Substituted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.], issued by a competent authority has been received by the party; he/they shall, with his/their own investment take up the construction of the shed and when an expenditure to the extent of 25% of the approved cost of that shed has been incurred, submit an application in Form No. VIIA, alongwith a detailed account of expenditure; duly supported by vouchers, cash memos; receipts etc. to the Extension officer/Inspector concerned who would after necessary examinations, verification and inspection on the spot forward the same with his report in the pro-forma prescribed in Part II of the aforesaid Form V1(A) within fortnight from the date of receipt of same to the District officer concerned for issue of necessary order in the pro-forma prescribed in Part III of Form VI(A) for the release of the first instalments of loan equivalent to 50% of the approved cost of the category of shed in questions; (5) The amount [released under the provisions of sub-rule (4) of this rule] [Substituted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.] has to be utilised by the party concerned in completing the entire brick work/stone work of the shed (or all the sheds) in question and thereafter he shall submit an application, in Form No. VI-B alongwith, a detailed account of expenditure, duly supported by vouchers, cash memos, receipts etc. to the Extension officer/Inspector concerned, who would after satisfying himself forward the same within a fortnight with his certificate in the prescribed pro-forma in Part II of the aforesaid form to the District officer concerned for issue of necessary orders in the pro-forma prescribed in Part III of the aforesaid form for the second instalment of 12.5% of the approved cost for the category of shed. (6) When the entire construction work of the shed, in question including wood work, whitewashing etc. is complete the party [XXX] [Deleted by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.] shall submit an application in Form VI-C, alongwith a detailed account of the total expenditure incurred, duly supported by vouchers, cash memos, receipt etc. to the Extension officer (as may not have been given previously) or Inspector concerned, who would after necessary examination, verification and inspection forward the same with this certificate in pro-forma prescribed in Part II of Form VI-C to the District officer concerned for issue of necessary orders in the proforma prescribed in Part III Form VI-C regarding release of the third instalment of the balance of 12.5% of the approved cost of the category of shed in question as grant-in-aid provided, however, that the Industries Extension officer Inspector concerned may recommend for the adjustment of this amount or a part thereof against loan if due or payment of interest granted for this purpose.

7. [Rate of interest. [Renumbered by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.]

- On all loans granted under these Rules simple interest at the rate of 6% per annum in the case of individual and Industrial undertakings and 5½% per annum in the case of Industrial co-operatives shall be charged :Provided that in case the amount granted under these rules is not-(i)Utilised for the purpose for which it was granted, and/or(ii)Paid, on due dates,the party concerned shall have to repay the total amount granted, whether as loan or as grant-in-aid as loan together with interest @ 12% annum commencing from the dated of the drawal.][8. Period of loan. - All loans granted under these rules are repayable in seven annual equated instalments commencing from the second anniversary from the date of the disbursement of the instalment of loan.] [Renumbered by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][9. Grant of extension in payment of instalments. - The authority competent to sanction these loans, may, in genuine cases of hardships, grant an extension not exceeding six months in the payment of any one instalment of loan subject however to the proviso that:(i)not more than two such extensions in the payment of any one instalment is granted;(ii)not more than two such extensions in the payment interest on the amount due as instalment is paid at 9.00% p.a. for the period for which extension is granted; and(iii)the date of the payment of Subsequent instalment remains the same:Provided further that the Director at his discretion may grant such further extension in the payment of an instalment or instalments so long as the total amount granted as loan is repaid within a period of ten years with interest @ 12% p.a.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][10. Securities for loan. - (1) Loans to individuals to the extent of Rs. 1000/- in each case may be advanced on the security of a personal bond furnished in the form prescribed in Form VII;(2)Loans to industrial undertaking to the extent of Rs. 2000/- in each case may be advanced on the security of a surety to be furnished in the pro-forma prescribed in Form VIII;(3)Loan exceeding Rs. 2000/- but not exceeding Rs. 10,000 or the maximum credit limit of a co-operatives society, whichever is lesser may be granted to Industrial co-operatives on their submission of a certificate in this behalf in the pro-forma prescribed in Form VII-A from an officer not below the rank of Assistant Registrar, co-operative Societies of the area concerned:Provided that the assets raised out of the amount granted as loan-cum-Subsidy are pledged in favour of the Government in the pro-forma prescribed in Form No. IX as security for the due and timely repayment of the loan and interest due thereon.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][11. Authority competent to sanction. - All applications for grant of loan-cum-Subsidy for purchase of machinery and equipments or for the construction of worksheds shall be sanctioned by the Project Executive Committee. Formal sanctions in the pro-formas prescribed in Form III or V-A, B or C as the case may be, shall however, to be issued by the District officer.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][12. Conditions governing Loan-cum-Subsidy- Loan-cum-Subsidy granted by the Government under these Rules shall be subject to the following terms and conditions:-(i)That the borrower-grantee shall utilise the amount of loan-cum-Subsidy

within a period of six months from the date of the receipt of the first instalment exclusively for the purpose for which it is granted and for no other purpose and in case it is not utilised for the said purpose within six months time, it shall be returned immediately thereafter with interest @ 12% p.a.(ii)That as soon as the machinery is purchased or the construction of workshed is completed, the borrower-grantee shall inform the District officer concerned and shall simultanebusly refund the balance amount, if any.(iii)That the borrower grantee shall within one month from the date of the receipt of the instalment of loan (and before the release of the Instalment of loan-cum-Subsidy) arrange to mortgage the machinery or workshed in question in favour of the Government and also execute a deed of hypothecation, in the pro-forma prescribed in Form Nos. IX and X respectively and the said assets shall remain so pledged till re-conveyed to the borrower grantee in pursuance of clause 11 hereinafter contained.(iv)That the borrower grantee shall repay the amount granted to him as loan in instalments together with interest at the rate specified in Rule 7 on the due dates and in the event of two successive defaults being committed, the entire amount i.e. inclusive of the amount granted as Subsidy shall become due as loan and it shall be open for the Government to recover the same with interest @ 12% per annum and incidentals as arrears of land revenue under the Rajasthan Land Revenue Act 1956.(v)That the borrower grantee shall use the machinery/workshed for the purpose of the industry for which it has been granted and for no other purpose without the prior approval of the Director in writing.(vi)That the borrower grantee shall maintain the machinery/workshed in proper condition and shall get necessary repairs carried out at his own cost as and when necessary.(vii)That the borrower grantee shall not let, sublet, mortgage or in any other way alienate the machinery/workshed in question even when they are re-conveyed to him without the approval of the Director in writing.(viii)That the borrower grantee shall maintain proper accounts duly supported by Bills, vouchers, cash memos, receipts, etc. pertaining to the purchase of machinery/construction of workshed and keep the same open for inspection by the District officer or any other officer authorised by him in this behalf. He shall also offer such inspecting officers reasonable facilities and permit them to take extracts or copies of such documents as they may consider necessary;(ix)That the borrower grantee shall execute an agreement in the pro-forma prescribed in Form I1A & B as the case may be, within one month of the date of sanction and before actual disbursement.(x)That in the event of any dispute, the decision of Director shall be final and legally binding on the borrower grantee;(xi)That in the event of breach of any of the terms or conditions or mis-utilisation of the amount of loan-cum-Subsidy or economy part thereof or default as mentioned in sub-rule (iv) above, the District officer concerned shall be free to recover the total amount granted (including the amount granted as Subsidy) as loan, with interest @ 12% p.a. together with incidentals if any, as arrears of land revenue under the Rajasthan Land Revenue Act, 1956 without prejudice other remedies available to him as holder of a simple mortgage.][13. Reconveyance.-When all the amount due from the borrower grantee has been paid by him in fully and other terms and conditions of the agreement are carried out, the assets mortgaged by the borrower grantee shall be re-conveyed to the borrower grantee where after the proprietor rights, over the assets in question shall vest in the borrower-grantee.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][14. Interpretation of Rules. - In case of any difficulty arises in the interpretation of these rules, the matter shall be referred to Government whose decision thereon shall be final.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.][15.

Repeal and savings. - All rules and orders in relation to matters covered by these Rules and in force immediately before the commencement of these Rules are hereby repealed provided, that any action taken under the rules so superseded shall be deemed to have been taken under the provisions of these Rules.] [Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.]Form I-AForm of application for grant of loan-cum-Subsidy for machinery(See rule 4)S. No. (of the loan-cum-Subsidy register for Machinery).(For office use only)Date.....

1. Name of the applicant

2. Full address.....

3. Name of the borrower grantee

4. Name/Nature of Industry

5. Date of establishment

6. Whether run with power or otherwise

7. Capital investment so far made

8. Raw material used and approximate quantity consumed annually

9. Sources of raw material

10. Details of machinery and equipment possessed by the Industry

11. Average No. of labour working per day :

1. Technical

2. Non-Technical

12. Particulars of machinery for purchase of which loan-cum-Subsidy is required :

(i)Name and make(ii)Cost(iii)Whether available locally or to be imported(iv)If imported name of the firm with whom available and period of supply with documentary evidence and firm order placed for supply of the same(v)If locally available suppliers quotation is to be submitted(vi)Justification for the un-avoidable need.for purchase of above.An undertaking in the pro-forma prescribed in

appendix 11-A is enclosed. It is therefore requested that necessary sanction may be accorded so that I/we may go ahead with the purchase of machinery. Yours faithfully, Name..... Full address..... Dated..... 197. S.No. (of the loan-cum-Subsidy Register for purchase of machinery) An application from Shri/Sarva Shri..... for grant of loan-cum-Subsidy for the purchase of machinery has been received and entered in the Subsidy Register at S. No..... and on date as given above. Signature A.O./D.I.O./P.O. Form I-B Form of application for the grant of loan-cum-Subsidy for construction of worksheds (See rule 4)

S. No..... (of the Subsidy register for construction of work sheds). Date..... 197
(for office use only)

1. Name of the applicant:

2. Full address

3. Name of the borrower grantee

4. Name/Nature of Industry

5. Date of establishment

6. Whether run with power or otherwise

7. Capital investment so far made

8. Raw material used and approximate quantity consumed annually

9. Sources of raw material

10. Details of machinery and equipment possessed by the Industry

11. Average No. of labour working per day :

1. Technical

2. Non-Technical

Category of shed for which loan-cum-Subsidy is asked for : (i) If land has been obtained, full details regarding its location, suitability, area and terms and conditions on which it has been obtained should be given. (ii) If land has not been obtained full details regarding the area, location etc., of the land proposed to be obtained and the stage at which matters in this behalf stand should be

given.(iii)Detailed justification for the need of the proposed workshed.An undertaking in the pro-forma prescribed in Form II-B is enclosed It is therefore requested that necessary sanction may be accorded so that I/We may go ahead with the construction of workshed.

S.No. Construction of workshed of the Subsidy Register. Yours faithfullyNameFull AddressDated.
An application from Shri/Sarva Shri for grant of Subsidy/loan-cum-Subsidy for the construction of workshed has been received and entered in the loan-cum-Subsidy Register for construction of workshed at S.No. on (date) as given above.SignatureA.D./D.I.O./P.O.Form II-A(See rule 4)Form of Declaration and UndertakingI/We sole proprietor (s) Manager/Secretary/Chairman of (Name of the undertaking) located in village/Town Tehsil District has/have applied for the grant of loan-cum-Subsidy not exceeding Rs. (Rupees) only for the purchase of the following machinery tools and equipments which I/we do not possess and which are essential for the development of my/our industry:-(Details of machinery, tools and equipment)

S. No. Name Detailed Specification make Market price

1

2

3

4

Total

I/We hereby undertake as follows:-(i)that I/We shall first invest an amount equivalent to 25% of the total cost of the machinery referred to above from my own resources and further agree to bear any additional expenditure, if incurred over and above my own investment of 25% referred to above plus the amount granted by the Government as financial assistance in the form of loan-cum-Subsidy(ii)that I/we shall, within a period of one month from the date of the release of the instalment of loans but before the date the first instalment of Subsidy cash Memo/Receipt for the same;(iii)that I/we shall at my own expenditure and cost, get the words "IDR" engraved at a focal place on each and every machine tool and equipment and shall always keep the same in good repair and working condition:(iv)that I/we shall refund the un-expended amount, if any, as soon at the machinery in question is purchased;that I/we shall arrange to pledge the machinery in question in favour of the Government as security for the timely payment of all money hereunder secured and also for the due performance of the terms and conditions herein contained and shall also execute a deed of hypothecation, in the prescribed pro-forma IX, within one month from the date of the release of the first instalment;(vi)that I/we shall repay the loan, part of loan-cum-Subsidy amounting to Rs. (Rupees.....) only in seven equated instalments commencing from the second anniversary from the date of drawal of loan with interest [6%] [Substituted vide Notification dated 8-11-1968 (9-1-1969).] (in case of individuals) of [5.50%] [Substituted vide Notification dated 8-11-1968 (9-1-1969).] p.a. (in case of co-operative societies) as under:-

First instalment Rs. On

Second instalments Rs. "

Third instalments Rs. "

Fourth instalment Rs. "

Fifth instalment Rs. "

Sixth instalment Rs. "

Seventh instalment Rs. "

(vii)that I/we shall always keep that machinery in question in my factory and workshed and shall always utilise the same for running the Industry for which these have been granted by the Government;(viii)that I/we shall permit the District officer or any other person authorised by him to check or inspect the machinery in question at all reasonable times:(ix)that I/we shall not without the approval of the Director in writing give on hire or rent, transfer or sell, assign or mortgage or in any other way alienate the machinery in question even when the proprietary rights over the same has been reconveyed to him/them;(x)that as additional security for the timely payment of all amounts due hereunder as also for the satisfactory discharge of obligations herein contained I hereby offer the personal security (Securities) of Shri/Sarva Shri.....S/o.....by whom the Surety Bond in the prescribed pro-forma duly signed shall be submitted by me/us before the release of the first instalment of loan;(xi)that in the event of-(a)default in the payment of two successive instalments of loan together with interest due thereon on due dates; or(b)mis-utilisation of the amount of loan-cum-Subsidy; or(c)breach of any of the terms and conditions herein contained the total amount granted by the Government (including the amount granted as Subsidy) shall atonce become due purely as loan and recovered as such with interest @ 12% p.a. as arrears of land revenue under the Rajasthan Land Revenue Act, 1956 (Act No. V of 1956) from the borrower or his surety (sureties) or both or all of them at his discretion without prejudice to other remedies available to him as a holder of a simple mortgage;(xii)that in the event of any dispute the decision of the Director shall be final and legally binding on the borrower grantee as also his surety (sureties).NameAddressI/We Shri.....S/o.....address.....hereby stand as surety for and on behalf of Shri.....S/o.....and undertaking to satisfy all claims and dues of the Government outstanding in this behalf against the borrower grantee and further promise to submit the Surety Bond duly finalised in the prescribed pro-forma within one month from date.Yours faithfullyNameAddressNameAddressWitness 1:NameAddressWitness 2:NameAddressForm II-B(See Rule 4)Form of Declaration and undertaking(pertaining to construction of workshed)I/We.....Sole Proprietor (s) Manager/Secretary/Chairman of(Name of the industry) located in Village/Town.....Tehsil District has/have applied for Rs. (in words) Rs..... (in figures) as loan-cum-Subsidy for the purpose of construction of new workshed of category "A" "B" "C" which is very essential for the development of my/our industry as at present I am working in a (i) rented premises or (ii) un-suitable premises or (iii) have got no premises other than my house for the location of my industry ;I/We hereby undertake as follows :-(i)that I/we shall first invest an amount equivalent to 25% of the ceiling cost of Rs. 5000/- for workshed of category "A" (Rs. 4500/- for workshed of category "B") and (Rs. 2,500/- for workshed of category "C") and further agree to bear from my/our resources the additional expenditure over and above the aforesaid ceiling cost if incurred on the construction of the category allotted to me;(ii)that I shall utilise the total amount i.e., 25% as our share of the investment and 75% as granted by the Government exclusively for the construction of workshed of category "A"/"B"/"C" and for no other purpose within a period of six months from the date the first instalment is granted to me/us and shall submit a utilisation certificate to the District officer concerned to confirm the same and in the event of any breach in this condition Government shall be free to recover the amount granted to me (whether as loan or as Subsidy) as loan in the manner hereinafter provided;(iii)that I/we shall refund the unexpended amount, if any, as soon as the construction of workshed is

completed;(iv)that I/we shall arrange to mortgage the shed in question in favour of the Government as security for the timely payment of all money hereunder secured and due performance of terms and conditions herein contained and shall also execute a deed of mortgage in the prescribed pro-forma X within one month from the date of receipt of the first instalment;(v)that I/we shall repay the loan, part of loan-cum-Subsidy amounting to Rs..... (.....) in seven equated instalments commencing from the second anniversary from the date of the drawal of loan with interest @ 6% p.a. (in case of individuals) or @ 5.5% p.a. (in case of co-operative societies) as under :-

First instalment	Rs. on
Second instalment	“ “
Third instalment	“ “
Fourth instalment	“ “
Fifth instalment	“ “
Sixth instalment	“ “
Seventh instalment	“ “

(vi)that I/we shall maintain proper accounts, duly supported by Bills, cash memos, receipt etc. pertaining to the construction of worksheds and shall keep the same open for inspection by the District officer concerned or any other officer authorised by him in this behalf at all reasonable times;(vii)that the workshed in question shall always be kept in good repairs and working condition at my/our cost and expense;(viii)that the workshed in question shall always be used for running the industry for which it has been allotted and I/we shall not, without the approval of the Director, in writing, let or sub-let, pledge or mortgage, assign or in any other way alienate the workshed in question even when the property is re-conveyed to me/us;(ix)that as additional security for the timely payment of all amount due hereunder as also for the satisfactory discharge of all obligations herein contained, I hereby offer the personal surety (sureties) of Shri/Sarva Shri S/o . by whom the surety bond in the prescribed pro-forma duly signed shall be submitted by me/us before the release of the first instalment of loan :(x)that in the event of:-(a)default in the payment of two successive instalment together with interest due thereon on due dates, or(b)mis-utilisation of the amount of loan-cum-Subsidy, or(c)breach of any of the terms and conditions, herein contained the total amount granted by the Government (including the amount granted as Subsidy) shall at once become duly purely as loan and recovered as such with interest @ 12% p.a. as arrears of land revenue under the Rajasthan Land Revenue Act, 1956 (Act No. V of 1956) from the borrower-grantee or his surety at his discretion without prejudice to other remedies available to him as holder of a simple mortgage;(xi)that in the event of any dispute the decision of the Director shall be final and legally binding on the borrower grantee as also his surety (sureties).Yours faithfully.Name.....Address.....I/We Shri..... S/o and Shri S/o address.....hereby stand as surety.....for and on behalf of Shri.....S/o.....and undertake to satisfy all claims and dues of the Government outstanding in this behalf against the borrower grantee and further promise to submit the surety bond duly finalised in the prescribed pro-forma within one month from the date.Yours faithfully,

Witness No. 1 Name.....
Name..... Address.....

Address..... Name.....

Witness No. 2 Address.....

Name.....

Address.....

Form III-A[See Rule 5 (ii)](Industries Extension officer/Inspector Subsidy for purchase of Machinery)No.....Dated.....On receipt of application (in the prescribed pro-forma) from Shri/Sarva Shri for grant of loan-cum-Subsidy for purchase of machinery. I have inspected the place or premises in which the aforesaid party is running his/their industry and my findings are as under:-(i)The extent of money invested by the party in his industry is Rs.

.....approximately.(ii)The liabilities/assets of the party are/ approximately.(iii)The raw material used by the industry is and is/is not locally available.(iv)There is/is not scope for the development of this Industry at.....(v)The industry is housed in a rented premises or applicants own premises.(vi)The average number of labourers working per day

is.....(vii)Details of machinery in possession are as under:-In view of the above, I recommend that a sum of Rs..... loan-cum-Subsidy for the purchase of machinery be granted to him/them.(To be filled in the case of co-operative societies)An attested copy of the (i) profit and loss accounts for the year and (ii) statement of liabilities and assets of the society is enclosed. The M.C.L. of the society as per report of the Assistant Registrar, co-operative Societies is Rs.....SignaturesInspector/Extension officer,Industries.

Form III-B[See rule 5(ii)]Industries Extension officers/Inspector for construction of worksheds.S.No.Dated.....19.On receipt of application in the prescribed pro-forma from Shri/Sarva Shri for grant of loan-cum-Subsidy for construction of workshed I have inspected the place or premises in which the aforesaid party in running his/their industry and my findings are as under :-(i)The extent of money invested by the party in his industry in Rs. approximately.(ii)The liabilities/assets of the party are approximately.(iii)The raw material used by the industry is and is/is not locally available.(iv)The Industry is housed in a rented premises or has got un-sufficient accommodation.(v)There is/is not scope for the development of this industry at(vi)The average number of labourers working per day is(vii)The Industry is/is not run with power(viii)Details of machinery in possession are as underIn view of the above, I recommend

that a loan-cum-Subsidy for the construction of.....workshed of category 'A' (ceiling cost Rs. 5000/-) or category 'B' (ceiling cost of Rs. 4500/-) or category 'C' (ceiling cost Rs. 2500/-) be granted to him/them.(To be filled in the case of co-operative society)An attested copy of the (i) profit and loss account for the year and (ii) statement of liabilities and assets of the society is enclosed. The M.C.L. of the society as per report (enclosed) of the Assistant Registrar, co-operative Societies is Rs.....SignaturesInspector/Extension officersIndustries.

Form IV-A(See rule 5 IV)No.....Dated.....19Grant of loan-cum-Subsidy for purchase of machineryThe application of Shri/Sarva Shri date..... registered at S. No..... for grant of loan-cum-Subsidy for the purchase of the following items of machinery was considered in the meeting of the Project Committee held on.....and it was decided that he/they may be allowed to purchase the same and loan-cum-Subsidy as admissible under Rule 6 of the Rajasthan State Aid to Industries Grant of loan-cum-Subsidy (for Equipment and Workshed) Rules, 19.

S. No. Particulars & specifications of machinery Make Rate No. of Cost. Items

2
3
4
5
6

Total

(2) The amount of loan-cum-Subsidy admissible to him/them shall not exceed Rs.....(Rupees.....) as per Rule 6(A) (ii) (a) or (b) (as the case may be) and shall be released in instalments as under and is subject to the terms and conditions contained in the Rules referred to above:-(i) 1st instalment of loan of Rs...../- equivalent to 50% of the above mentioned amount by issuing a release order in Form VA & Part III on the borrower grantee submitting an application in Form V A Part I alongwith a detailed account of expenditure incurred/advance payment made/or suppliers bill pertaining to the machinery in question and duly executed personal bond in Form VII or Surety Bond in Form VIII.(ii) 2nd instalment as Subsidy equivalent to 25% of the above mentioned amount by issuing a release order in Form V B Part III on the borrower grantee submitting an application in Form V B Part I together with a duly registered copy of the deed of hypothecation in Form IX.(3) As per Rule 7 of the aforesaid Rules, the rate of interest shall be 6% p.a., 5.5% p.a. and the amount of loans with interest is to be repaid in seven equated instalments commencing from the second anniversary from the date of drawal subject however to the proviso that in the case of default the entire amount then outstanding together with the amount granted as Subsidy shall be recovered as loan with interest @ 12% p.a. The expenditure involved in chargeable to head "35-Industries-a-Industries (3) Industrial Development (IX) Rural Industrialisation programme at Nagaur and Churu, 4-other charges, loan-cum-subsidy" in the budget for the current year and to be released on issue of separate release orders by the undersigned. Project officer. Form IV-B [See rule 5 (iv)] No Date..... 19..... Grant of loan-cum-Subsidy for construction of worksheds The application of Shri/Sarva Shri registered at S. No..... of the register for grant of loan-cum-Subsidy for the construction of workshed was considered in the meeting of the Project Committee held on and it was decided that he/they may be allowed to go ahead with the construction of one workshed of category A/B/C and loan-cum-Subsidy not exceeding Rs.....(Rupees.....) as admissible under Rule 6 of the Rajasthan State Aid to Industries Grant of loan-cum-Subsidy (for Machinery and Workshed) Rules, 1968 be released to them in instalments as under:-(i) the first instalment as loan amounting to Rs..... (Rupees) only is to be released on the borrower grantee submitting an application in Form V-A duly supported by Vouchers, Cash memos, receipt alongwith a certificate from the E.O. or Inspector concerned to the effect that an investment to the extent of Rs /- 25% of the approved Cost of the shed in question has been incurred.(ii) The second instalment as loan-cum-Subsidy amounting to Rs..... (Rupees) only is to be released on the borrower grantee submitting an application in Form V-B, alongwith a detailed account of expenditure duly supported by Vouchers, Cash memos, receipts etc. and a certificate from the I.E.O. or Inspector concerned to the effect that the borrower grantee has executed necessary agreement in Form XI and that he is satisfied with the progress made by the borrower grantee in regard to the construction of the shed allotted to them.(iii) the third & final instalments as grant-in-aid amounting to Rs. /- (Rupees.....) only is to be released on the borrower grantee submitting an application in Form V-C alongwith a detailed account of the total expenditure incurred duly supported by Vouchers, Cash memos, receipt

etc. and a certificate from the I.E.O. or Inspector concerned to the effect that the construction work of the shed (all the sheds) is complete in all respects as per approved plan, has been received. As per Rule 7 of the aforesaid Rules, the rate of interest shall be 6% p.a./5.5% p.a. and the amount of loan is to be repaid with interest in seven equated instalments commencing from the date of drawal subject, however to the proviso that in the case of default, the total amount as outstanding together with the amount granted as Subsidy shall be recovered as loan with interest @ 12% p.a. The expenditure involved is chargeable to head "35-Industries, a-Industries, (3) Industrial Development (ix) Rural Industrialisation Programme at Nagaur and Churu, 4-other charges, loan-cum-Subsidy and Plan expenditure" in the budget for the year and is to be released by issue of separate release orders. Sanctioning Authority. Form V-A (See rule 6-A)

Part I – To,

Project officer, Churu/Nagaur. Dear Sir, I/We to whom a loan-cum-Subsidy amounting to Rs./- (Rupees) only was sanctioned vide order No. dated beg to state that M/s. have agreed to supply or supplied the undermentioned machinery (New) at prices noted against each-vide their Bill/letter enclosed in original and I/We have advanced a sum of Rs./- (Rupees.) only to them as part payment against my/our order for supply of the same :- Yours faithfully Name. Address.

S. No.	Name of machinery	Make	Rate	No.	Amount
--------	-------------------	------	------	-----	--------

1					
2					
3					
4					
5					
6					

Total

2. The supplier is anticipated to deliver the above by 19 approximately.

3. A Personal Bond/Surety Bond duly filled in Form VII/VIII is enclosed.

4. It is therefore requested that a sum of Rs. (Rupees.) only as first instalment of loan-cum-Subsidy loan part, be released to me by an early date.

Yours faithfully, Name. Address. Part-II Inspecting officer Report I have checked the statement of the applicant, as given above and have found it to be correct. The Personal Bond/Surety Bond has been furnished by borrower grantee in the prescribed pro-forma No. VII/VIII. I therefore recommend that the first instalment of loan-cum-Subsidy amounting to Rs./- (Rupees.) only may now be released as loan. Signature I.E.O./Inspector concerned. Part-III Release

OrderIn continuation of this department Order No.....dated..... I am directed to convey sanction to the payment of sum of Rs. /- (Rupees.....) only as loan to Shri/M/s.....for the purchase of machinery on terms and conditions as contained in the aforesaid order.The expenditure involved is chargeable to head as already indicated in the aforesaid letter.(Project officer)Form V-B 27(See rule 6-A)

Part I – To

The Project officer,Churu/NagaurSir,I/We to whom a loan-cum-Subsidy amounting to Rs. /- (Rupees.....) only was sanctioned vide order No..... dated beg to state that the under-mentioned machinery has/have been purchased from M/s.....whose case memo for the supply of the same is enclosed.A copy of the deed of hypothecation in respect of the aforesaid machinery duly executed in the prescribed pro-forma No. IX and registered in enclosed.The words "IDR" have been got engraved on each and every piece of machinery as required under the Rules.It is now requested that the grants-in-aid of (Rupees.....) only may kindly be released to me or adjusted against the amount granted as loan, if due.Yours faithfully.Name.....Address.....Part-II Inspecting officer's ReportI have personally inspected the factory of the applicant and certify that (all) the machinery in question have been received (and installed) in the factory of the applicant and are being used by him/them.It has also been checked by me that the amount paid by the applicant for the machinery purchased is Rs which to the best of my knowledge is reasonable.I therefore recommend that the balance amount of Rs...../- be now released as loan-cum-Subsidy or adjusted against the amount sanctioned as loan if due.SignatureI.E.O./Inspector concernedPart-III Release OrderIn continuation of this Department order No.....dated..... I am directed to convey sanction to the payment of a sum of Rs. /- (Rupees) only as grant-in-aid to Shri/M/s..... for the purchase of machinery on terms and conditions contained in the aforesaid order.The expenditure involved chargeable to head as already indicated in the aforesaid order.Project officer.Form VI A(See rule 6-B)

Part I – To

The Project officer,Churu/Nagaur Dear Sir,I/We to whom a loan-cum-Subsidy amounting to Rs. /- (Rupees.....) only was sanctioned vide order No..... dated.....beg to state that the construction stage of the workshed (all the worksheds) has reached plinth level and that so far a sum of Rs...../- (Rupees.....) only has been spent by me/us as per enclosed detailed account duly supported by cash memos and receipts.A personal Bond/Surety Bond in the prescribed pro-forma (Form VII or VIII as the case may be) duly filled in is enclosed.It is now requested that a sum of Rs. /- as loan as per Rules may kindly be released.Dated.....Yours faithfully,Name.....Address.....

Part II – Inspecting officer's Report

I have examined the accounts submitted by the applicant and as stated by him/them the expenditure on construction comes to Rs./- This expenditure looking to the stage at which construction work has reached appears reasonable. Necessary Personal Bond/Surety Bond in the pro-forma prescribed (Form No. VII/VIII) duly filled in by the party is also enclosed. It is now recommended that a sum of Rs. as loan, per sanction No. dated. be now released. I.E.O./Inspector concerned.

Part III – Release Order

In continuation of this department order No. Dated. I am directed to convey sanction to the payment of a sum of Rs./- (Rupees) only as loan to M/s/Shri for the construction of workshed on terms and conditions as contained in the order referred to above. The expenditure involved is chargeable to head as indicated in the aforesaid order. Project officer. Churu/Nagaur Copy forwarded for information and necessary action-

1. Accountant General, Rajasthan, Jaipur.

2. Accounts Section.

3. Shri/Sarva Shri.

Project officer Form VI-B (See rule 6 B)

Part I – To,

The Project officer, Churu/Nagaur. Dear Sir, I/We. to whom a loan-cum-Subsidy amounting to Rs. (Rupees) only was sanctioned vide order No. dated. and a sum of Rs./- was released vide order No. dated as loan beg to state that the construction work of the shed (all the sheds) has since been completed in so far as the stone work and brick work is concerned. The total expenditure so far incurred comes to Rs./- as per enclosed detailed account duly supported by cash memos, receipts etc. A mortgage deed in the proforma prescribed in Form X duly executed and registered is also enclosed. It is now request that a sum of Rs. (Rupees) as first instalment of the loan-cum-Subsidy of Rs. be now released to me. Yours faithfully. Name. Address.

Part II – Inspecting officer's Report

I have examined the account submitted by the borrower-grantee and certify that the expenditure so far incurred comes to Rs. This expenditure looking to the construction work completed appears to be reasonable. The mortgage deed submitted by the borrower grantee is also attached

herewith. I am satisfied with the progress made in this connection and recommend that a sum of Rs.....(Rupees.....) be released as loan-cum-Subsidy Inspector/Ind.Extension officer

Part III – In continuation of this Department Order

No.....dated..... and Subsequent release order

**No.....dated sanctioning of a sum of Rs.....as loan of
Shri/Sarva Shri.....**

I am directed to convey sanction to the payment of a further sum of Rs.....(Rupees) only as loan-cum-Subsidy to them for the construction of workshed on terms and conditions as contained in the department's letter dated.....referred to above.The expenditure involved is chargeable to head as indicated in this department's letter dated referred to above.Project officer,Churu/Nagaur.Form No. VI-C(See rule 6-B)

Part I – To,

The Project officer,Churu/NagaurDear Sir,I/We.....to whom a loan-cum-Subsidy amounting to Rs..... (Rupees) only was sanctioned vide order No.....dated..... against which a sum of Rs..... as loan and Rs...../- as loan-cum-Subsidy have already been released beg to state that the entire construction work of the shed (all the sheds) has since been completed.The total expenditure incurred comes to Rs...../- as per enclosed detailed account as duly supported by Cash Memos, receipts etc.The industry proposed to be established has started functioning in the above shed (sheds) with effect from:-It is now requested that a sum of Rs...../- may now be kindly sanctioned as loan-cum-Subsidy and adjusted against the loan granted to me/us if due.Yours faithfullyName.....Address.....

**Part II – I have inspected the site and certify that the
construction of the shed (all the sheds) in question has since
been completed in all respect including flooring, white washing
and fixing of doors, windows etc. and the industry also started
functioning from.....**

I have also examined the account submitted by the Party and find therefrom that the total expenditure comes to Rs...../-. This expenditure looking to the construction work appears reasonable.On the basis of this amount viz., Rs...../- the party is entitled to receive a sum of Rs.....as Subsidy @ 25% of the expenditure; since a sum of Rs has already been granted as Subsidy vide order No.....dated.....it is recommended that the balance amount of Rs.....be released as Subsidy and out of this amount a sum of Rs.....be adjusted against the loan granted to the party vide order No.....dated.....if due.Industries Extension officer/Inspector.

Part III – Release Order

In continuation of this department order No dated and Subsequent release order No dated and No.....dated sanctioning a sum of Rs and Rs.....as loan and loan-cum-Subsidy respectively.I am directed to convey sanction to the payment of a sum of Rs. (Rupees) only being the balance amount due to Shri/Sarva Shri as loan-cum-Subsidy on the basis of 25% of the total certified expenditure of Rs. /- after including the sum of Rs.already released vide order.....No.....date.....A sum of Rs.....(Rupees.....) only out of amount be paid in cash while the balance of Rs..... (Rupees) only be adjusted against the loan part of the loan-cum-Subsidy sanctioned vide order No.....dated.....The expenditure involved is chargeable to head as already indicated in this department order No.....dated.....Project officer,Churu/Nagaur.Form VII[See rule 8 (i)]Personal Bond(i)I S/o.....Full Address(ii)I.....on behalf of M/s.....(iii)I.....Mantri/Secretary/President of.....a co-operative society registered under the Rajasthan co-operative Societies, Act, 1953, having been granted a sum of Rs..... (Rupees.....) as loan-cum-Subsidy for the purchase of machinery/Construction of workshed under the Rajasthan State Aid to Industries (grant of loan-cum-Subsidy) Rules, 1968 vide order No.....dated by the Project officer hereby agree that the entire amount shall be utilised by me/exclusively for the:(i)Purchase of the following items of machinery (including tools and equipments) only.(ii)Construction of workshed of category A/B/C and for no other purpose and that I shall abide by all the terms and conditions contained in the said rules and in the event of default, the Director shall recover under the [Rajasthan Land Revenue Act, 1956] [Substituted vide Notification dated 26-3-1969 (26-6-1969).] as arrears of land revenue the entire amount including Subsidy from me as loan with interest @ 12% p.a. from the date of payment.NameFull AddressWitnessAddressWitnessAddressForm No. VIII[See rule (8) II]Surety Bond under Sub-rule (ii) of Rule (8)This Bond is made the.....day of.....between (hereinafter called "the borrower/grantee") of the one part and Shri/Sarva Shri (hereinafter called the "Surety" or "Sureties") of the second part and the Governor of Rajasthan (hereinafter called the "Government") of the third part:Whereas the borrower/grantee has requested the Government for the advance of a loan-cum-Subsidy of Rs :.....payable with interest as hereinafter mentioned by instalments as hereinafter specified for the purchase of machinery/construction of a workshed for running the industry at.....And whereas the Government has agreed to advance the said loan-cum-Subsidy payable as foresaid, on terms and conditions hereinafter contained and on the further condition that the repayment is secured by a promise by the surety/to discharge the liability of the borrower/grantee in the manner hereinafter described.Now This Bond Witnesseth As Follows:-

1. In pursuance of the said agreement and in consideration of the said sum of Rs..... to be advanced by the Government to borrower/grantee as aforesaid the borrower/grantee and the surety hereby covenant with the Government as follows:-

(i) The borrower/grantee and the surety shall repay to the Government the said sum of be seven equated instalments the first instalment of Rs being payable on. and the Subsequent instalments on the following:-

Instalment	Due date
2nd Instalment
3rd Instalment
4th Instalment
5th Instalment
6th Instalment
7th Instalment

(ii) The surety shall alongwith the grantee be liable for repayment of the said sum of Rs.....and interest thereon as aforesaid, in the manner described in sub-clause (i) above, and the liability of the surety and grantee shall be joint and several. (iii) The borrower-grantee shall pay the Government simple interest at the rate of 5.5%/6% per annum on the said sum of Rs.....(less amounts repaid) provided that where any instalment is not paid on the due date, the same shall be paid by the surety Shri.....within one month from the date of demand made in writing by the District officer concerned together with interest @ 12% per annum. (iv) The borrower-grantee shall utilise the said sum of Rs..... advanced by the Government as loan-cum-Subsidy exclusively for the purchase of machinery or on the construction of workshed for the said industry and for no other purpose. (v) The borrower-grantee agrees to invest on the purchase of the said machinery/construction of the said workshed a sum of Rs..... being nearly 25% of the total expenditure involved and further agrees to get the construction work completed within three months from the date the first instalment (that is the loan part of loan-cum-Subsidy) is received by him from the Government unless prevented from doing so on account of circumstances beyond his control as to the existence of which the Government's decision shall be final. (vi) The borrower/grantee shall keep proper accounts duly supported by Bills, vouchers, receipts etc. and shall furnish such information and returns as may be called from him by the Director or the District officer concerned. (vii) The grantee shall allow the District officer concerned or any person authorised by him to inspect the working of the said industry at all reasonable times, and for that purpose to enter its premises and examine and take copies of the records of the grantee. (viii) If and so often as the grantee or the surety shall commit breach of the covenants herein contained the total amount advanced viz.....as loan as well as Subsidy, less amounts that might have been repaid by the grantee, shall at once become due and payable within one month from the date of issue of notice, in writing in this behalf by the District officer concerned with interest @ 12% with effect from the date as may be mentioned in the said notice and the grantee and the surety shall be jointly and severally liable to pay the same.

2. For the consideration aforesaid and in further pursuance of the aforesaid agreement, the borrower/grantee hereby agrees that he shall execute in favour of the Government a deed in Form IX hypothecating the machinery purchased (ii) in Form X mortgaging the shed constructed or building and assets raised, as further security for the repayment of the said amount and

that the said deed will be executed, got registered and submitting before asking payment of the Subsidy part of the loan-cum-Subsidy

3. It is hereby further agreed and declared:-

(i) That all amounts that might become due hereunder to the Government whether by way of principal or interest or otherwise may be recovered as arrears of land revenue in accordance with the provision of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act XV of 1956) and that this right shall be in addition and without prejudice to the rights conferred by other provisions herein contained and shall be available in respect of the liabilities both of the borrower-grantee and that of the surety. (ii) That all expenses required to be incurred in connection with the execution registration of this deed or other documents or on account of payment of stamp duty shall be borne by the borrower grantee. (iii) That the expressions "borrower grantee" and "Surety" herein used shall, where the context so admits, include their heirs, executors and administrators of the borrower grantee and of the surety respectively. In witness whereof this bond has been signed by the borrower/grantee by the surety and by the on behalf of the Government, the day and year here-in-above mentioned. Signed by the borrower Address Witness 1. Address Signed by order and on behalf of the Governor of Rajasthan. Address Witness 1. Address Signed by order and on behalf of the Governor of Rajasthan. Address Witness 1. Address Witness 2. Address Signed by surety Address Witness 1. Address Witness 2. Address Form VIII-A Form of Certificate for Co-operative Societies [See rule 8 (iii)] I have examined the case of M/s. a co-operative society registered at No. under the Rajasthan co-operative Society Act, 1953 and certify that the maximum credit limit of the aforesaid society is Rs./- and that the individual members of the society have not taken any loan. A copy of the latest balance sheet and Profits and Loss Account of the society is also enclosed and I think that the Society has good scope for development and in case of a loan of and grant of Rs./- is sanctioned to them it would go a long way in establishing this Industry as Shri of the society possesses necessary technical experience. Assistant Registrar. Co-operative Society. Form IX [See rule 10 (iii)] Hypothecation Deed This indenture is made the day of between (hereinafter called the "borrower/grantee") of the one part and the Government of Rajasthan (hereinafter called "the Government") of the other part; Whereas the borrower-grantee has applied and has been granted a loan of Rs. for the purchase of machinery, tools, equipments/construction of workshed etc. for the starting/development of industry at in accordance with the Rajasthan State Aid to Industries by grant of loan-cum-Subsidy (for Purchase of Machinery, Construction of Workshed) Rules, 1968 which expressions shall include any amendment thereof or additions thereto for the time being in force; And whereas one of the conditions of the Bond executed by the borrower/grantee on in favour of the Government is that the borrower/grantee shall execute in favour of the Government a deed of Hypothecation of all the machinery tools, equipments, workshed etc. purchased or created out of the said amount advanced by the Government as further security for the repayment of the said amount and that the said Deed will be executed before a request for the release of the Subsidy part of the loan-cum-Subsidy is made; And whereas the borrower/grantee has completed all preliminary formalities and incurred initial expenditures partly from his resources partly with the amount of

loan advanced for the purchase of machinery, tools, equipments etc. or construction of workshed at particulars whereof are set out in the schedule hereunder written :Now this indenture witnesseth that in pursuance of the said bond and for the consideration of the aforesaid, amount of Rs..... (Rupees) including Subsidy (to be released) the borrower/grantee hereby assign and transfer to the Government the machinery, tools, equipments, workshed etc., particulars whereof are set out in the schedule hereunder written by way of security for the said loan as also Subsidy and interest thereon :And the borrower/grantee both hereby agree and declare that he had paid in full the purchase price of the said machinery tools, equipments etc. and has got the workshed constructed with his/their investment amounting to Rs. and Government loan/Subsidy amounting to Rs. and Rs. respectively and that the same is in his absolute possession and that he has not placed the same and so long as any money remains payable to the Government in respect of the said loan, will not sell, pledge or part with the aforesaid property :Provided always and it is hereby agreed and declared that if the borrower/grantee fails to repay the instalments of principal and interest as per terms and conditions of the above said bond or if the borrower shall die, or at any time goes away any where without notice to the Government or if the borrower sells or pledges or parts with the said workshed or his/their possession of the said machinery and tools, equipments etc. or becomes insolvent or makes any composition agreement with his creditors or if any persons shall take proceedings in execution of any decree or judgment against the borrower/grantee the whole of the said principal sum with interest thereon then outstanding as well the entire amount received as Subsidy shall forthwith become payable and it is hereby agreed and declared that the Government may on the happening of any of the events here-in-before mentioned seize and take possession of the said machinery, tools, equipments, workshed etc. and either remain in possession thereof, or may sell or re-sell by public auction or private contract without intervention of the Court, with the power to buy in or at such sale or re-sale and may out of the sale proceeds retain the total amount then remaining unpaid together with Subsidy and interest thereon at 12% p.a. and that after meeting all costs, charges, expenses any payments property incurred or made in maintaining, defending or realising the rights hereunder, shall pay the surplus, if any to the borrower/grantee his executors administrators or personal representatives. That the aforesaid power of taking possession or selling of the said machinery, tools, equipments workshed etc. shall not prejudice the claim of the Government to recover the outstanding amounts of loan and interest due thereon as also the amount granted by way of Subsidy from the surety referred to in the said bond. That in the event of default in the payment of any instalment on the due dates or breach of any of the conditions mentioned above, Subsidy part shall also be treated as loan and recovered with interest 12% p.a. as aforesaid. The borrower hereby further agrees that he will not permit or suffer the said machinery, tools, equipment, workshed etc. to be destroyed or injured or to be deteriorated in a greater degrees than it would deteriorate by reasonable wear and tear thereof and that in the event of any damages and accident happening to the said machinery, tools, equipments, workshed etc. the borrower will forthwith have the same repaired and made good at his cost. That all expenses in respect of the execution/registration of this Deed shall be paid by the borrower/grantee.

Schedule

In witness whereof this deed has been signed by Shri borrower/grantee and by the (on behalf of the Government) the day and the year here-in-above mentioned.

Signed by the borrower/grantee Signed on behalf of the Government of the State of Rajasthan.

Address Witness

WitnessAddress Address

Form X[See rule 10 (iii)]Mortgage DeedThis deed is made the day of 19 Between..... (hereinafter called the "borrower/grantee") of the one part and the Governor of Rajasthan (hereinafter called the "Government") of the other part.Whereas the Borrower/Grantee has applied to the Government for the advance of a loan-cum-Subsidy amounting to Rs..... in pursuance of the Rajasthan State Aid to Industries Grant of loan-cum-Subsidy (for the Purchase of Machinery/construction of Workshed) Rules, 1968 against the security of mortgage as hereinafter described for the construction of workshed for the development of Industry at.....;And whereas the Government has agreed to advance the said loan-cum-Subsidy repayable as aforesaid with the aforesaid security on the terms and conditions hereinafter contained.Now This Deed Witnesseth as Follows :-

1. In pursuance of the said agreement and in consideration of the sum of Rs advanced and to be advanced by the Government to the borrower/grantee for the construction of workshed for the development of the industry at the borrower/grantee hereby covenants with the Government as follows:-

(1)The borrower/grantee shall repay to the Government the loan part of the said sum of Rs. be seven instalment of Rs. each, the 1st Instalment of Rs. being payable on and the Subsequent instalments on dates as mentioned below:-

Instalment	Due date
2nd Instalment
3rd Instalment
4th Instalment
5th Instalment
6th Instalment
7th Instalment
Total	

- 2. The borrower/ grantee shall pay to the Government interest at the rate of per annum on the said sum of Rs. (less amounts repaid) provided that if the amount is not utilised for the purpose for which it is granted and instalments is not paid on the due date, interest at the rate of 12% per annum shall be paid by the borrower/grantee.**
- 3. The borrower/grantee shall use the said sum of Rs. advanced/to be advanced by the Government for the purpose of construction of workshed for the said industry only and for no other purpose within the time limit as prescribed under the said Rules.**
- 4. The borrower/grantee shall keep the workshed in proper working condition and shall at his own cost get necessary repairs carried out as and when necessary.**
- 5. The borrower/grantee shall not mortgage, sell or in any other way alienate the said machinery/workshed without the prior approval of the Director in writing.**
- 6. The borrower/grantee shall keep proper and regular accounts duly supported by Bills, Vouchers, Cash Memos, Receipts etc. and shall submit to the Director or the District officer concerned such information or returns as may be called for by any one of them.**
- 7. The borrower/grantee shall permit the Director or the District officer concerned or any person authorised by any of them by general or special order in writing or any other person authorised in this behalf by the Government at all reasonable times, to inspect the premises. Account Books, Machinery, Plants and Appliances, Furniture, Stocks and Stores etc. and all other belongings and things connected with the Industrial undertakings in respect of which the loan-cum-Subsidy has been granted and to grant all reasonable facilities for such inspection and audit as and when conducted by the officer authorised in this behalf.**

If and so often as the borrower/grantee shall commit breach of any of the covenants contained in sub-clauses (1) & (3) to (7) above the entire sum of Rs. i.e. loan as well Subsidy when less amounts that might have been repaid by the borrower/grantee, if such notice is given in writing by the Government to the borrower/grantee becomes due as loan and be payable with interest at Rs. 12% p.a. with effect from such date as may be mentioned in that notice.(i)For the consideration

aforesaid and in further pursuance of the aforesaid agreement, the borrower/grantee hereby grants and/transfers by way of simple mortgage to the Government the workshed described in the schedule hereto, to the intent that the said property hereby mortgaged shall remain and be charged by way of simple mortgage as security or the proper maintenance/proper utilisation/use for the specific purpose for which granted/and due repayment on account of principal and interest in accordance with the covenants herein contained.(ii)It is hereby agreed and declared that in case of default in any of the terms and conditions contained in clauses 1 & 3 to 7 above the Government may forthwith enforce against the said property hereby mortgaged or any part thereof all or any of the remedies of the holders of the simple mortgage any may acquire, take into possession or sell or re-sell it by public auction or private contract without intervention of the Court with power to buy in or at such sale/or re-sale and that the rights conferred by this sub-clause shall be in addition and without prejudice to the right conferred by clause III hereinafter contained.(iii)It is hereby further agreed and declared :-that all amounts that might become due hereunder to the Government whether by way of principal or interest or otherwise may be recovered in accordance with the provisions of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act XV of 1956) as arrears of land revenue and without prejudice to the rights conferred by clause 6(ii) hereinabove contained, and(iv)that the stamp duties and registration fees payable in respect of this deed shall be paid by the borrower/grantee.

Schedule 2

(Description of workshed mortgaged hereinunder by the borrower/grantee to the Government).In witness whereof this deed has been signed by the borrower grantee and by the on behalf of the Government the day of the year hereinabove mentioned.Signed by the granteeWitness 1Witness 2Signed on behalf of the Governorof the State of Rajasthan.Witness 1Witness 2[Renumbered and amended by Amendment Notification No. F. 28 (24) Ind/75, dated 27-7-1976, Published in Rajasthan Gazette, Part IV-C, dated 12-8-1976, Page 238.]