

The M.P. Refugees Rehabilitations (Loans) Rules, 1963

MADHYA PRADESH

India

The M.P. Refugees Rehabilitations (Loans) Rules, 1963

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In exercise of the powers conferred by Section 15 of the Madhya Pradesh Refugees Rehabilitation (Loans) Act, 1949 (XIX of 1949), and in supersession of all rules previously made on the subject the State Government hereby makes the following rules, namely :-

1. Short title.-

The rules may be called the Madhya Pradesh Refugees (Loans) Rules, 1963.

2. Definitions.-

In these Rules-(a)"Act" means the Madhya Pradesh Refugees Rehabilitation (Loans) Act, 1949;(b)"Form" means a form appended to these rules;(c)"Refugee" means a refugee who is not a displaced person within the meaning of Section 2 (dd) of the Act;(d)All other terms and expressions used herein and not defined shall have the meanings respectively assigned to them in the Act. Kind of loan.- With a view to providing refugees in indigent circumstances with the means or rehabilitation financial assistance may be granted to them by way of loans for one or more of the purposes specified below :-(a)Business.(b)Construction of building for residential or business purpose.(c)Agricultural resettlement.(d)Education.(e)Industrial purposes.(f)Any other purpose by the general or special order of State Government; Provided that no refugees shall be entitled to have loans for the purposes specified under clauses (a), (c) and (c) simultaneously and no loan under clause (b) shall be granted to refugee for a purpose for which accommodation has been allotted to the refugee by the State Government out of the houses or shops constructed by the State Government for the benefit of the refugees.

3. Extent of Loan.-

Loans may be granted by the Controlling Authorities to whom an allotment of funds for the purpose has been made by competent authority and only within the limits of that allotment. This will also be subject to the limits prescribed by the State Government from time to time. The State Government may relax the limit in individual cases.

4. Class of displaced persons to whom the scheme applies.-

Refugees dispersed from relief camps in Madhya Pradesh under the movement plan of the Government shall be eligible for rehabilitation assistance in preference to those refugees who have moved voluntarily from Pakistan or from relief camps in other States. Grants to refugees who have move voluntarily from Pakistan or from relief camps in other States may be made after obtaining specific orders of Government.

5. Form of application.-

Application in Form No. 1 for grant of rehabilitation loan shall be submitted by a refugee to the Controlling Authority within the local limits of whose jurisdiction he seeks to rehabilitate himself.

7. Every application shall be accompanied by two certificates of good character from respectable persons of the locality where the borrower lives, together with the names of two respectable persons who are prepared to stand surety for the amount of loan to be granted to the borrower. At the time of granting the loan the Controlling Authority shall cause to be executive from the borrower a bond in Form No. 2 if the loan is for the purpose of clause (a), (c) or (e) or a mortgage deed in Form No. 5 if the loan is for the purpose of clause (b) and a bond from the sureties in Form No. 3.

8. Checking the proper utilisation of loans.-

The Controlling Authority shall be responsible for checking the proper utilisation of the loans.

9. Period of repayment etc.-

Subject to variation enforced by Government the maximum period of repayment of loans and the interest to be charged, the due dates for repayment of loans and the interest-free period will be in accordance with the table given below :-Table

Kind of loan	Year of repayment	Rate of interest per	Due dates for repayment	Interest free
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(1)	(2)	(3)	(4)	(5)
(a) Business-		annum Percent		period
(i) for transport	5	4	Monthly, 15th of the month following the month during which loan has been granted.	One year
(ii) for other business	5	4	Monthly, 15th of the month following the month during which the interest-fee period ends.	One year
(b) Construction of building for residential purpose -				
(i) house	20	4	Monthly, 15th of the month following the month in which loan granted.	Nil
(ii) shop	5 to 10	4	Monthly, 15th of the month following the month during which loan has been granted.	Nil
(c) Agricultural resettlement:				
(i) to individuals	23	4	Annually, kharil' or rabi kisl in accordance with predominant crop, of the district concerned, first instalment of repayment being payable in the forth year.	Nil
(ii) to Cooperative Societies	23	4		
(d) Education	5	4	Not prescribed	One year
(e) Industrial	5	4	As in case of (a)(ii) above	

Provided that the rate of interest or loans for business sanctioned to refugees before the 1st January, 1959 shall be 3 per cent per annum.

10. The notice to be served on the borrower under Section 9 of the Act shall be in Form No. 4.

Form No. 1(See Rule 6)Application for grant of loan to refugees belonging to urban areas in West PakistanToThe Deputy Commissioner,.....Sir,I beg to apply for the loan, the particulars of which are given below :-

I. (1) The particulars of the applicant-

- (a) Name of applicant
- (b) Father's name
- (c) Age of the applicant

- (d) Previous address in Pakistan
- (e) Present address
- (f) Refugee Registration No., date and place
- (g) Applicant's occupation in Pakistan
- (h) Previous annual income in Pakistan
- (i) Was the applicant paying income-tax in Pakistan, if so, how much, and the last date of payment with Treasury Receipt?
- (2) Particulars of trade, etc., for which the loan is applied.
 The place where the application intends to start his trade and in case the
- (3) (a) applicant has started his trade, etc., that place with full particulars must be mentioned.
 (b) Whether the applicant is in possession of any site for the trade, for which the loan is applied.
- (4) The amount of the loan applied for
- (4A) Period and manner of repayment of loan by the applicant
- (5) The names of the dependent members of the applicant's family with age and their relationship to the applicant
- (6) Is any member of the applicant's family carrying on a trade, etc., or employed in Indian Union? If so, give full particulars.
 Has the applicant or any member of his family previously applied for loan, under
- (7) the above or any other scheme in the Indian Union (including State). If so, when and with what result.
- (8) The present monthly income of the applicant
- (9) Any matter which the applicant wants to mention.

1. I shall apply the loan, for the purpose mentioned in Paragraph I (2) above and that I or anybody on my behalf or any member of my [family] or any person their behalf has not applied in the Indian Union (including States) or received any loan under the above or any other scheme.

III. I have decided to settle finally in Madhya Pradesh.

1. In case the loan or any part thereof is used for any other purpose than that specified in the application or is not used within a period of.....days, the loan will be deemed to have been misappropriated, in which case the whole loan shall become recoverable as arrears of land revenue.

2. I agree to hypothecate to the Government all the goods purchased out of the amount of the loan granted to me.

3. I agree to abide by the terms and conditions of the scheme as amended from time to time by the Government.

.....Signature or thumb impression of the applicant. Affidavit I..... son of..... now resident of..... do hereby solemnly affirm and declare that the contents of the application are correct and true to the best of my knowledge and belief and that I have not concealed or withheld any fact. Place..... Date..... Signature or thumb impression of the applicant. Attestation by any Magistrate-Certificate No. 1I,..... son of..... resident of..... (Pakistan),..... (Previous occupation)..... (Present occupation), resident at for..... (period). He is a person of good character and was solvent in Pakistan to the extent of Rs..... Place..... Date..... (Signature) Certificate No. 2I,..... son of..... resident of..... resident at..... do hereby certify that I know (applicant), son of resident of..... for..... (period). He is a person of good character and was solvent in Pakistan to the extent of Rs..... Place..... Date..... (Signature) Form No. 2 (See Rule 7) Mortgage Deed This deed is made this day of 19..... between..... son of..... (hereinafter called the borrower) of the one part and the Governor of the Madhya Pradesh (hereinafter called the creditor) of the other part : Whereas the borrower has applied to the creditor for the advance of a loan of Rs..... repayable with interest at 3 per cent/4 per cent per annum by instalments hereafter specified : Now this deed witnesseth as follows :- In consideration of the sum of Rs advanced by the creditor to the borrower, the receipt of which the borrower does not hereby acknowledge, the borrower hereby covenants with the creditor as follows :-(1) The borrower shall utilise the loan for the purpose of carrying on trade or business in this..... district. (2) Within three days of the purchase of this stock in trade, the borrower shall furnish to the Controlling Authority a statement of the stock purchased by him. (3) The borrower shall furnish to the Controlling Authority such periodical statements and returns as he may, from time to time, direct. (4) In the event of the borrower committing a breach of any of the conditions of this agreement, the Governor may determine this agreement and thereupon the loan or such part thereof as may be outstanding together with interest shall become recoverable in one instalment. (5) The borrower shall duly and punctually pay to the creditor the said sum of Rs..... with interest accruing thereon at the rate of 3 per cent/4 per cent per annum computed from one year/three years after the date hereof by monthly/quarterly instalments of principal and interest combined amounting to Rs..... each payable as under First instalment to be paid on..... and subsequent monthly/quarterly instalments on day of every....., till the repayment of the entire amount. (6) If any of the instalments is not paid on the due date as provided in sub-clause (1) the whole amount then remaining due to the creditor under this deed on account of the principal and interest shall thereupon become payable at once and the borrower shall be liable to pay interest at 6 per cent per annum on that amount from the date of such default till it is paid off. (7) For the consideration aforesaid the borrower hereby transfers by way of simple mortgage all the property, goods and effects which the borrower may acquire with the aid of the loan advanced to him by the creditor, to the intent that the said property shall remain hypothecated with the creditor, for the purpose of recovering the sum of Rs..... or any such

lesser sum as may become due by the borrower to the creditor by virtue of this deed and that the creditor may enforce against the said property or any part thereof all or any of the remedies of the holder of a simple mortgage.(8)The covenants and declarations contained in the application for loan, Form I shall form part of and be read with this deed and notwithstanding anything contained herein above, any misstatement in the said application shall render the borrower liable to return the entire amount at once.(9)Any amount due from the borrower under this agreement shall be recoverable as an arrear of land revenue.(10)The stamp duty, if any, payable in respect of this deed shall be paid by the Government.(11)The expression "borrower" herein used shall, where the context so admits include his heirs, executors, administrators, representatives and assignees, and the expression "creditor" shall, where the context so admits include his successors in office and assignees.In witness whereof the parties have put their hands hereinto the.....day of.....Witness-

.....

..... Signature of borrower.

Address..... Address.....

.....

.....

Signature of

creditorAddress.....

Form No. 3(See Rule 7)Surety BondThe indenture made on this.....day of between the Governor of Madhya Pradesh (hereinafter called the Governor), of the first part, and-(1).....(2).....(hereinafter called the sureties), of the second part, witnesseth as under:-Whereas the State Government have sanctioned a Rehabilitation loan of Rs.....in favour of refugee Shri.....now residing in....., and in consideration thereof, the sureties bind themselves severally and jointly to pay the amount of the loan, with interest, loss, damages and costs of till kinds whatsoever, to the State Government in case the refugee above-named fails to repay the loan to the State Government, as stipulated in the Bond executed by the said refugee for repayment of the same. It is hereby agreed that the term "Governor shall include his successors in office and assignees and the term "sureties" shall include their heirs, executors, administrators, representatives and permitted assignees;In witness whereof, the parties hereto have put their signature, the year and date written in each case.Witness-.....Signature of Surety No. (1)

(1) Signature of Surety No. (2)

(2) Signature of Surety No. (2)

Signed at No. (3).....

..... No. (4).....

..... No. (5).....

CertificateCertified that refugee..... to whom the rehabilitation loan of Rs..... has been sanctioned by the Deputy Commissioner..... has secured businesspremises described below, and is in actual possession of the same-Corporation No.Circle

No.....Situation.....Bhopal, dated..... Inspector
(C.R.R.C.)Form No. 4(See Rule 10)NoticeBhopal, dated the 19,ToShri

.....Where as there is credible information in possession of the Controlling Authority that you have contravened the provisions of the Act; and whereas it is desirable to hear you in person; Now, therefore you are hereby called upon to show cause (with all material evidence on which you wish to rely) why orders should not be passed for recovery of the entire amount of loan Section 9(1) of the Act. The hearing of your case is fixed before the undersigned on.....at.....Grounds-Failure to comply with the terms of the bond with the Controlling Authority in the matter of loan (as an illustration).....Controlling AuthorityForm No. 5(See Rule 7)Mortgage DeedThis deed is made this.....day of.....19.....between.....son of (hereinafter called the borrower) of the one part and the Governor of the Madhya Pradesh (hereinafter called the creditor) of the other part;Whereas the borrower has applied to the creditor for the advance of a loan of Rs.....repayable with interest at 3 per cent/4 per cent per annum by instalments hereafter specified :Now this deed witnesseth as follows :-In consideration of the sum of Rs..... advanced by the creditor to the borrower, the receipt of which the borrower does not hereby acknowledge, the borrower hereby covenants with the creditor as follows :-(1)The borrower shall utilise the loan for the purpose of construction of house/shop in the.....district.(2)Within three days of the construction of house/shop, the borrower shall report to the Controlling Authority.(3)The borrower shall furnish to the Controlling Authority such periodical statements and returns as he may, from time to time, direct.(4)In the event of the borrower committing a breach of any of the conditions of this agreement, the Governor may determine this agreement and thereupon the loan or such part thereof as may be outstanding together with interest shall become recoverable in one instalment.(5)The borrower shall duly and punctually pay to the creditor the said sum of Rs.....with interest accruing thereon at the rate of 4 per cent per annum monthly/quarterly instalment of principal and interest combined amounting to Rs.....each payable as under :First instalment to be paid on and subsequent monthly/quarterly instalments on day of every....., till the repayment of the entire amount.(6)If any of the instalments is not paid on the due date as provided in sub-clause (1) the whole amount then remaining due to the creditor under this deed on account of the principal and interest shall thereupon become payable at once and the borrower shall be liable to pay interest at 6 per cent per annum on that amount from the date of such default till it is paid off.(7)For the consideration aforesaid the borrower hereby transfers by way of simple mortgage all the property, goods and effects which the borrower may acquire with the aid of the loan advanced to him by the creditor, to the intent that the said property particularly described in the schedule below shall remain hypothecated with the creditor, for the purposes of recovering the sum of Rs.....or any such lesser sum as may become due by the borrower to the creditor by virtue of this deed and that the creditor may enforce against the said property or any part thereof all or any of the remedies of the holder of a simple mortgage.(8)The covenants and declarations contained in the application for loan, Form I shall form part of and be read with this deed and notwithstanding anything contained herein above, any misstatement in the said application shall render the borrower liable to return the entire amount at once.(9)Any amount due from the borrower under this agreement shall be recoverable as an arrear of land revenue.(10)The stamp duty, if any, payable in respect of this deed shall be paid by the Government.(11)The expression "borrower" herein used shall, where the context

so admits include his heirs, executors, administrators, representatives and assignees, and the expression "creditor" shall, where the context so admits include his successors in office and assignees. **Schedule** Description of house/shop together with the land appurtenant to it. In witness whereof the parties have put their hands hereinto the.....day of.....19....Witness-

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Signature of borrower.

Address..... Address.....

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Signature of creditor Address.....