

The Orissa Intensive Cultivation Scheme Loans Rules, 1951

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Rule

THE-ORISSA-INTENSIVE-CULTIVATION-SCHEME-LOANS-RULES-1951 of 1951

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The Orissa Intensive Cultivation Scheme Loans Rules, 1951Published vide Notification No. 3843-R., dated 11th April, 1951, Orissa Gazette Extraordinary No. 104/24-4-1951Notification No. 3843-R., dated 11th April, 1951. - In exercise of the powers conferred by Section 4 of the Agriculturists' Loans Act, 1884 (XII of 1884), the Governor of Orissa is pleased to make the following rules as to loans to be made to owners and occupiers of arable land for the purchase of improved types of agricultural implements and costly machineries free of interest in connection with Intensive Cultivation Scheme:

1.

(a)These rules may be called the Orissa Intensive Cultivation Scheme Loans Rules, 1951.(b)They shall extend to the whole of the State of Orissa.(c)They shall come into force at once.

2. Power to sanction loan.

- The Sub-divisional Officers shall be competent to grant loans for the purpose of purchasing agricultural implements and machineries relating to the Intensive Cultivation Scheme up to a limit of seven thousand and five hundred rupees. All loans exceeding seven thousand and five hundred rupees shall require the sanction of the Collector; provided that loans exceeding fifteen thousand rupees shall require the prior approval of the State Government.

3. Application to whom to be made.

- Applications for loans may be made to any Revenue Officer, or Special Officer, Co-operative

farming or any officer appointed under the "Intensive Cultivation Scheme" not being below the rank of Revenue Inspector or Kanungo of Agricultural or Engineering Overseer.

4. Form of application.

- Applications shall be made in Form 'A' annexed to these rules, copies of which shall be supplied free of charge by the officer empowered under Rule 7 of these rules to intending applicants. Applications made in writing otherwise than in Form 'A' shall be recorded in Form 'A' at the earliest opportunity, and oral applications shall be recorded at once in that Form by the said officer.

5. Local enquiry.

- (i) If the grant of a loan appears prima facie desirable, the officer receiving the application shall, as early as possible, make an enquiry or cause an enquiry to be made by any other officer not being below the rank of a Revenue Inspector or Kanungo or Agricultural or Engineering Overseer or Special Officer, Co-operative farming for the purpose of verifying the particulars, mentioned on the reverse of Form 'A' ; provided that in case of an application for more than ten thousand rupees the enquiry shall be made by a Gazetted Officer of the Revenue or Agriculture Department.(ii)The enquiry shall not be carried further than what is necessary with due regard to the security of the loan. If land is offered as security, care shall be taken to ascertain what encumbrances there are on it.(iii)Enquiries to ascertain the existence of encumbrances shall ordinarily be made from such local officers as the President of Chaukidari Union, the Sarpanch, the village headman, village officers, the landlord's agent, or others if possible, and from other disinterested persons of the locality in which the applicant resides or where the land to be offered as security is situated and the names and addresses of such persons shall be mentioned in the Enquiring Officer's report. It is only when the Enquiring Officer entertains any doubt as to the absence of any encumbrance or when the amount of loan exceeds five thousand rupees such enquiry shall be made in the Registration Office and necessary certificate obtained.

6. Consideration application.

(1)In considering an application for a loan, the officer competent to sanction the loan shall decide in consultation with the Agriculture Department-(a)whether the proposed loan satisfies the conditions of Sub-section (1) of Section 4 of the Agriculturists' Loans Act, 1884 (hereinafter referred to as "the said Act");(b)whether the need for the implements or machinery is established;(c)whether the security is sufficient;(d)what amount should be advanced; and(e)subject to the provisions of any rules in this behalf, what period is to be allowed before repayment is to commence :Provided that in considering an application for loan from a Co-operative Farming Society, the officer competent to sanction the loan shall consult with the Special Officer, Co-operative Farming of the Co-operative Department on the points specified in Clauses (b), (d) and (e) above in addition to consulting Agriculture Department.(2)In deciding the points mentioned in (b), (d) and (e) above, the officer competent to sanction the loan shall have regard to the pecuniary circumstances of the borrower.

7. Delegation of function.

- The State Government may, by general or special order, empower any officer to perform all or any of the functions of a Revenue or other officer referred to in Rules 2, 4 and 5 above.

8. Security.

(1) When the applicant possesses a transferable interest in immovable property of value sufficient to secure the whole amount that may become payable in respect of the loan he shall ordinarily be required to mortgage such interest or a sufficient portion thereof to Government as security for repayment of that amount, but the officer granting the loan may instead require or accept other good security. (2) When the applicant does not possess a transferable interest in immovable property, sufficient for the purposes of security, he shall be called upon to procure some person or persons possessing a transferable interest in immovable property of value sufficient to secure the whole amount, to become his surety or sureties for the repayment of his loan with costs, if any, for recovery of such loan and if necessary, with interest in case of default. (3) When the applicants are a body of five or more co-villagers who bind themselves jointly and severally to Government for the payment of the amount, their personal security may be accepted, provided they execute a bond in Form 'E' annexed to these rules : Provided that in the Case of a Co-operative Farming Society, it may incur loan against the general assets of the society on execution of the bond in Form E-1 annexed to these rules. (4) A loan shall not ordinarily be refused to an applicant who is in arrear for land revenue or for a previous loan if the security offered is otherwise satisfactory. Explanation. - (i) Lands which are not transferable without the landlord's consent shall not ordinarily be accepted as security. (ii) If the consent in writing of all the landlords in Form 'H' annexed hereto has been previously obtained to the sale of land in the case of default, there may be no objection to accepting such land as security and such consent shall be deposited in the record room with the record of the case. (5) No personal security without any landed security shall be entertained.

9.

After the enquiry on the application for the loan and after the need for the implement or machinery is established as detailed in the preceding rules, the application if sanctioned by the authority may be sent to the recognised dealer for the indent of the required implement or machinery. The dealer on receiving the sanction may place indent for the implement or machinery and intimate the borrower to that effect. Before placing orders for the implement or machinery required in the particular case, the dealer shall take instructions from the Agricultural Engineer concerned.

10. Loan not to include fraction of a rupee.

- No loan under these rules shall include a fraction of a rupee and where loans are to be repaid in more than one instalment the sums given shall be such that no instalment shall include a fraction of a rupee.

11.

(1) If a loan is sanctioned, an agreement in Form 'B' and when the applicants are a body of five or more persons an agreement in Form 'E' annexed hereto shall be executed by the applicant or applicants, as the case may be, and the order prefixed to the said agreement forms shall be signed by the officer granting the loan. In the case of a loan sanctioned to a body of persons a statement showing the sums actually to be given to each individual borrower shall be entered upon the order aforesaid and signed by each of them. (2) When the sureties, if any, whom the applicant is required to furnish, hypothecate immovable property, they shall execute a bond in Form 'D' appended hereto. (3) When immovable property is mortgaged as collateral security by the applicant or by his sureties, the agreement or the bond in the said Form 'D', as the case may be, shall be attested by at least two witnesses and registered in accordance with the provisions of the Indian Registration Act, 1908 (XVI of 1908). (4) When the required documents have been executed and in cases falling under Sub-rule (3) above when they have been registered a payment order in Form 'F' annexed hereto shall be handed over to the applicant. In the case of a loan to be disbursed by instalments, a similar payment order shall be given to the applicant as each instalment becomes due. (5) When immovable property is mortgaged a copy of the original agreement or of the security bond in Form 'D' annexed to these rules, as the case may be, shall be sent to the Registering Officer under Sub-section (3) of Section 89 of the Indian Registration Act, 1908 (XVI of 1908).

12. Return of original agreement and bonds to borrower on repayment of loan.

- The original agreement with the security bond in the said Form 'D' if any, shall be returned, duly cancelled, to the applicant if he so desired, after the whole amount borrowed has been repaid with costs, if any, in full.

13. Disbursement of loan and implements.

(1) Subject to a limit of five hundred rupees for a single loan or instalment, sanctioning order for loans shall ordinarily be given in the village by the officer granting the loan or by an officer not being below the rank of Kanungo or Agricultural or Engineering Overseer or the Revenue Inspector in South Orissa and Sambalpur. (2) The payment order after being properly receipted by the payee, shall be taken back and the disbursing officer shall certify on it that the payment order has been given by him personally or in his presence. (3) In all cases the disbursing officer shall record on the payment order the name of the identifier of the payee, or the fact that he personally knows the payee. (4) In all cases of disbursement at the district or sub-divisional or taluk treasury, the prescribed form of treasury voucher in Form 'G' annexed hereto shall be used. (5) The disbursing officer may not increase the total amount of the loan sanctioned on a joint or single application, but may reduce the total, or correct obvious mistakes. (6) In the case of loans to joint applicants granted under Sub-rule (3) of Rule 7 if one or more of the original applicants is absent at the time of advancing the loan, payment may be made on his behalf to a substitute, accepted as such by the other joint borrowers and the fact noted by the disbursing officer under the substitute's signature or

thumb-impression. Note. - Instruments executed for the purpose of securing the repayment of a loan made or to be made under the Agriculturists' Loans Act, 1884 (XII of 1884) have been exempted from paying stamp duties vide Notification No. 19840-S-14/43-F (c), dated the 16th September, 1943.

14.

(1) The applicant shall sign the agreement referred to in Rule 11 and take delivery of the machinery from the supplier. After receiving acknowledgment from the applicant regarding the actual delivery of the implement or the machinery, the supplier shall forward the acknowledgment along with the agreement duly signed to the Agriculture Department, which may then certify about the delivery of the proper implement or machinery and forward it to the officer competent to disburse the loan who may then make payment direct by a credit voucher. (2) Loans for purchase of pumping sets, tractors and power-cane-crushers may be issued. The entire cost of pumping sets including the cost of installation, entire cost of tractors and power cane-crushers may be allowed as loan. (3) Loans shall be paid to the applicant in the shape of implements or machineries whereas they shall be recovered in cash.

15. Disbursement of loan by instalment.

- Unless otherwise ordered by Government all loans shall ordinarily be disbursed in one instalment.

16. Date of payment.

(1) The dates for repayment shall in all cases be fixed by the Collector with due regard to the date of harvest of the principal crops. (2) In an area which depends mainly on the crop of one season there shall ordinarily be one kist in the year. In an area which depends to a more or less equal extent on the crops of two seasons, there shall be two kists in the year. Where two kists are fixed, it is not necessary that they should be at intervals for payment may not be of six months' duration.

17. First instalment of repayment.

- The date of repayment of the first instalment shall not ordinarily be later than two years from the date of the actual advance of the loan or when the loan is advanced in instalments from the date of advance of the last instalment of the loan actually taken.

18. Last instalment of repayment.

- The date of repayment of the last instalment shall not be later than ten years from the date of actual advance of the loan.

19. Recovery of unpaid instalments as public demand.

- All instalments which have not been paid by the date fixed for them shall be recovered as a public demand under the Bihar and Orissa Public Demands Recovery Act, 1914 (Bihar and Orissa Act IV of 1914) or as an arrear of revenue under the Madras Revenue Recovery Act, 1864 (Madras Act II of 1864) as the case may be. Prohibition of transfer - It shall not be lawful for the applicant to sell, mortgage or transfer in any manner the implement or the machinery in his capacity as an owner so long as the loans are not paid in full on break of which the entire loan shall be recoverable forthwith with penal interest at $6\frac{1}{4}$ per cent per annum.

20. Inspection by authorities.

- The implement or machinery shall remain open for inspection of the Revenue and Agricultural authorities not below the rank of the Kanungos or Agricultural Sub-Overseers while on tour.

21. Misapplication of loan, or untrue statements made by applicant or his sureties, how to be dealt with.

- If the loan is used for any purpose other than that for which it was granted or if the loan is not repaid according to the instalments fixed for repayment or if any untrue statement is made by applicant or his sureties, the entire loan amount shall be recovered forthwith together with interest at $6\frac{1}{4}$ per cent per annum from the date of advancement of the loan.

22. Returns, registers and accounts.

- The Agricultural Department shall regulate the forms of all returns, registers and accounts relating to loans under the Act. Form 'A'

Name, father's name, residence, etc. of applicant	Type or machineries or implements required along with full particulars	Nature of security	Probable price of machineries or implements	Amount of loan admissible	Situation of the land offered as security	Applicant's right in the land	Proposed date or dates of repayment
1	2	3	4	5	6	7	8

Signature of applicant I/We declare that the statements made by me/us in the above application are true to my/our knowledge, except as to matters stated on information and believe, and as to those I/we believe the same to be true. Signature of applicant Note - Column 1-Aliases, if any, to be entered ; Column 3-The enquiring officer should, so far as may be possible, enquire into the statements made as to encumbrances, and record the result of his enquiries on the reverse of this Form. (Reverse of Form 'A') (Particulars to be filled in by Enquiring Officer) I. Field number and area of land owned or occupied by applicant and mahal, mauza and thana in which it is situated. II. Status

of applicant, that is, whether proprietor, tenure-holder or raiyat.

III. Security-(i) If an interest of the applicant in immovable property than the nature and value of that interest and the extent of pre-existing encumbrances thereon, if any. (ii) Where sureties offer personal security, their number, names, residence, status and means (viz., immovable landed property). (iii) Where sureties offer to mortgage immovable property, then their names and the nature and value of the property, and, the extent of pre-existing encumbrances thereon, if any. (In figures as well as in words) State here whether personal or otherwise, and whether, if it consists of immovable property, such property is free from encumbrances, and, if not, the nature and extent of the encumbrances, and if registered, the number and date of the registered deed and the name of the registry office. Reference to the Khatian number in the record-of-rights (if any) in which the land is contained shall be given.

IV. Repayment-(i) Suitable date for first instalment with reference to the circumstances under which the loan is applied for. (ii) Proposed instalments and period of repayment.

V. Date on which the loan or any instalment thereof should be received by the applicant.

Recommendations of the Enquiring Officer.

Note-1. Where a record-of-rights has been prepared, a reference should be made to that record in order to ascertain the interest of the applicant, or that of his collateral surety, in the land which it is proposed to pledge.

Note-2. In cases of joint loans in which no landed property is offered a security all that is necessary is to enquire whether the applicants are owners or occupiers of arable land within the meaning of Section 5 (1) of the Act, and to ascertain the quantity of land in the cultivating possession of each, care being taken to exclude any land which has been sub-let or given away in usufructuary mortgage.

Note-3. A statement is to the probable cost of the machinery supplied and how it is proposed to be used.

Form 'B' [See Rule 9 (1) and (3)]

Order and agreement under the Agriculturists' Loans Act, 1884 and the rules made thereunder

Whereas.....son of.....of.....has applied for a loan under the Agriculturists' Loans Act, 1884 and has executed the agreement set forth below; it is hereby ordered that a sum aggregating *Rs.....to be advanced by the under-mentioned instalments, be granted as a loan under the said Act to be the said on the conditions set out in the agreement hereinbefore referred to, and for the benefit of the land specified in the first schedule thereto.

Instalments Date.....*Amount

Signature of officer granting the loan

Agreement

Whereas I.....son of.....of.....have applied/application No.....dated.....for loan of Rs*.....under the Agriculturists' Loans Act, 1884 to be expended on.....on the land specified in the first schedule hereto, I do hereby agree to observe on receipt thereof, the following terms and conditions :

(a) That the loan shall be payable on the dates and by the amounts specified below

:Date.....*Amount

(b) The loan shall be interest-free for a period of**from the date of issue of the same/first instalment of the same. Thereafter it shall charge interest at Rs* per rupee per month or*per annum-

(a) On each kist date I shall pay, together with the instalments of principal, which is due from me, interest at the above rate on the amount outstanding against me up to the kist date.

(b) That if, after taking one or more instalments of the loan, I fail to take any other instalments within six weeks from the date on which I am entitled to it, the Collector or the Sub-divisional Officer may declare the loan closed. The total of the instalments taken by me shall then constitute the loan which shall be treated as having been fully paid on the date on which the last instalment was actually taken; and I shall be bound to repay the loan in such instalments annually or half-yearly as the Collector or the Sub-divisional Officer may decide, instead of the instalments specified in Clause (a) together with interest calculated in the manner described in Clause (a).

* In figures as well as in words. ** Here enter the period and the rate as may have been

notified under Rule (1) by Government.(c)That the interest due on the previous instalments of the loan subject to the conditions in Clause (a) above shall be deducted from the amount of the last instalment at the time when this is paid to me, the whole loan being then considered, for the purpose of repayment, to have been made on the date on which the last instalment was advanced to me.Note - Clauses (b) and (c) to be omitted in cases where the loan is granted in one instalment only.(d)That the loan shall be applied solely to the purpose specified above, and that, if it is proved to the satisfaction of the Collector or the Sub-divisional Officer that any part of the said loan has been misapplied, the whole amount of the loan shall be deemed to become due forthwith, and the Collector or the Sub-divisional Officer may proceed to recover it with interest at the rate of 6V4 per cent per annum from the date on which the loan was made to the date of recovery.(e)That as security for the payment of the loan, with any interest and costs that may become payable in respect of the same, the immovable property specified in Section A and the implements or machinery purchased with the loan granted under this Agreement and as described in Section B of the 1st schedule hereto is hypothecated to the State Government.(f)That as collateral security for the repayment of the loan, with any interest and costs that may become payable in respect of the same, the immovable property specified in the 2nd schedule hereto is hereby mortgaged to Government.Note - This clause will be retained only in immovable property other than the land to be improved, is mortgaged.(g)That if any instalment is not repaid on the due date, the whole amount of the loan shall be deemed to have become due and payable.(h)If it shall be proved to the satisfaction of the Collector or the Sub-divisional Officer that the statements made by me in my application for this loan as to the nature and extent of encumbrances are in any particular untrue the Collector or the Sub-divisional Officer may so declare in writing, and proceed to recover the whole amount of the loan with interest at the rate of 6 V* per cent per annum from the date on which the loan was made to the date of recovery.First ScheduleSecond ScheduleWitnesses

1.

2.

Signature of person to whom the loan is madeCertified that the above document has been signed in my presence, the terms and conditions of it being explained to the signatory personally by me.Signature of the officer granting the loanN.B.-(1) Matter which is not required should be scored out ; (2) in the description of the immovable property mentioned in the Schedules above, which should be made in the manner prescribed in Section 21 of the Indian Registration Act, 1908 (XVI of 1908), it shall be stated if the property is free from encumbrances and, if not, what are the nature and extent of the encumbrances.Form 'C'[See Rule 9 (2)]Security Bond to be used when applicant offers personal securityWhereas.....son of.....of.....having executed the agreement required by the rules has on..... received from * an order under the Agriculturists' Loans Act, 1884, and the rules made thereunder, in virtue of which he is entitled to receive the aggregate sum of Rs.....**as a loan from Government for the purpose of***.....; and whereas security for the due application of the loan and for the punctual repayment of the same according to the terms of the agreement executed by him is demanded from the said I/we do hereby pledge myself/ourselves as surety/sureties for the purposes aforesaid and agree that if the said.....fails to comply with the terms on which the loan has been sanctioned, either by misapplying the said loan or by failing to

repay any instalments of the same on the date on which it may become due, or any interests or costs payable in respect thereof, it shall be lawful for the Collector or the Sub-divisional Officer to treat as an arrear of land revenue, due from me/us such sum as may be necessary to make good the amount which in consequence of the said default, may have become due to Government and to recover such sum from me/us personally. Signature of surety or sureties Form 'D' [See Rule 8] Security Bond to be used when the security given by a surety or sureties consists of a mortgage of immovable property Whereas.....son of.....of.....having executed the agreement required by the rules, has on.....received from* an order under the Agriculturists' Loans Act, 1884, and the rules made thereunder, in virtue of which he is entitled to receive the aggregate sum of Rs..... **as a loan from Government for the purpose of** * and whereas security for the due application of the loan and for the punctual repayment of the same according to the terms of the agreement executed by him, is demanded from the said.....I/we hereby mortgage, to Government the immovable property mentioned in the Schedule below as security for the purpose aforesaid and agree that if the said.....fails to comply with the terms on which the loan has been granted either by misapplying the said loan or by failing to repay any instalment of the same on the date fixed for its payment or cost payable in respect thereof, it shall be lawful for the Collector or the Sub-divisional Officer to recover from the said property such sum as may be necessary to make good the amount which in consequence of the said.....default may have become due to Government.*. Here enter the official designation of the officer granting the loan.**. In figures as well as in words.***. Here state the purpose for which the loan is given.

Schedule

I/We declare that the statements made by me/us in the above Schedule as regards the nature and extent of the encumbrances on the immovable property mortgaged by me/us as security for the repayment of the loan granted to are true to my/our knowledge, save as to matters stated on information and belief, and as to those I/we believe the same to be true. Witnesses Signature

1.

2.

N.B.-In describing, in the manner prescribed in Section 21 of the Indian Registration Act, 1908, immovable property to be mentioned in the Schedule above it shall be stated whether the property is free from encumbrances and, if not, what are the nature and extent of the encumbrances.(2) This mortgage bond must be attested by two witnesses. Form 'E' [See Rule 8 (3)] Order and agreement providing the joint and several liability of persons taking loans under the Agriculturists' Loans Act, 1884 Order Whereas the undersigned persons have applied for a joint loan under the Agriculturists' Loans Act, 1884, to be expended on..... and have executed the agreement set forth below, it is hereby ordered that the sum of* be granted as a loan under the said Act to the said persons on the conditions set out in the agreement. Signature of the officer granting the loan Agreement Whereas we, the undersigned persons have, on received from under the Agriculturists' Loans Act, 1884, the sum of Rupees*as a loan from Government to be expended on we do hereby agree-(1) that all and

every one of us and our heirs and representatives of each of us shall be jointly and severally bound to Government for the repayment of the whole amount payable in respect thereof;(2)that the conditions set forth below, will be binding on us, our heirs and representatives of each of us jointly and severally ; and(3)that in case of default in repaying the said loan or any portion thereof, Government will have the right and power to realise the whole and every of the money payable from the person and property, whether movable or immovable, of all and of every one of us, and of all and each of our heirs and representatives and the heirs and representatives of each one of us jointly and severally in accordance with the said Act and the rules framed thereunder and in conformity with the terms and conditions of this agreement.Conditions(a)That the loan shall be repayable on the dates and by the amounts specified below :Date.....

Amount*.....The loan shall be interest-free from the date of issue of the same/first instalment of the same. Thereafter it shall carry interest at.....per rupee per month or at.....per cent per annum.On each kist date, the instalments of the principal payable on that date shall be paid, together with interest at the above rate for the period of the kist on the amount outstanding up to that date.(b)That the loan shall be applied solely to the purpose specified above, and that, if it is proved to the satisfaction of the Collector or the Sub-divisional Officer that any part of the said loan has been misapplied, the whole of the amount of the loan shall be deemed to become due forthwith, and the Collector or the Sub-divisional Officer may proceed to recover it with interest at 6¼ per cent per annum, from the date on which the loan was made to the date of recovery.(c)That if any instalment is not repaid on the due date, the whole amount of the loan shall be deemed due and payable.

Name of borrower	Father's name	Amount of loan*	Signature (or thumb impression) and signature of the identifier	Signature of disbursing officer
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*5 Total.....

CertificateCertified that the above document has been signed in my presence, the terms and conditions explained to the signatories and the amount of the loan, namely Rupees* disbursed by me personally in the amounts noted against their names.Signature of disbursing officer with designation*. In figures as well as in words.Form E-1[Second proviso to Rule 8 (3)]This deed is made the.....day of.....Between the.....Co-operative Farming Society, a society registered under the Orissa Cooperative Societies Act, 1962 (hereinafter called "borrower") of the one part; and the Governor of Orissa (hereinafter called the "creditor") of the other part;Whereas the borrower has applied to the creditor for a loan of Rs..... under the Agriculturists' Loans Act, 1884 to be expended for the purpose of.....and repayable with interest at.....per cent per annum by instalments hereinafter specified;And whereas the creditor has agreed to advance such loan;Now this deed witnesseth as follows :

1. In pursuance of the said agreement and in consideration of the sum of Rs.....(Rupees.....) advanced by the creditor to the borrower (the receipt of which is hereby acknowledged) the borrower covenants with the creditor as follows :

(a)The borrower will pay to the creditor the said sum of Rs.....(Rupees.....) with interest at the rate of.....per cent per annum computed from the date thereof on the dates and by the amounts specified;AmountDate.....Rs.....(Rupees.....)(b)That the loan shall be applied solely to the purchase specified above, and that if it is proved to the satisfaction of the Collector or the Sub-divisional Officer that any part of the said loan has been misapplied, the whole of the amount of the loan shall be deemed to become due forthwith, and the Collector or Sub-divisional Officer may proceed to recover it with interest at.....per cent per annum from the date on which the loan was made to the date of recovery,(c)If any of the instalments aforesaid shall be in arrears in whole or in part the whole sum then remaining due to the creditor under this deed on account of principal and interest shall forthwith become recoverable in a lump and the borrower will be liable to pay the same.

2. For the consideration aforesaid and in further pursuance of the aforesaid agreement the borrower hereby grant and transfer by way of simple mortgage to the creditor all the property and assets of the said Co-operative Farming Society to the intent that the said property shall remain and be charged as security for the payment to the creditor of the said principal money and interest in accordance with the covenants herein contained.

3. The borrower hereby covenants with the creditor that the said property is free from encumbrances.

4. It is hereby agreed and declared that in case of default in the payment of such sum on account of principal and interest as may become due under the covenant hereinbefore contained the creditor may forthwith enforce against the said property or any party thereof.

In witness whereof, etc. Form 'F'[See Rule 11 (4)]The Treasury Officer of.....Pay to.....son of.....of...the sum of Rs*.....being the amount of loan "granted to him under the Agriculturists' Loans Act, 1884, in respect of which he has signed the necessary documents and furnished the necessary security and which is repayable in annual/biennial instalments of Rs*..... each beginning on the of....Date.....Signature of the officergranting the loan* In figures as well as in words.** Applied for in application No dated...CertificateThe sum of *Rupees..... has been paid in full to..... by me personally/in my presence.Date.....Signature(in case of a Government Officer, the designation should be added)Form 'G'[See Rule 13 (2)]Voucher for payments madeVoucher No.....of.....list of payments.....Orissa, month of.....20.....Received this day of.....20.....the sum of Rupees*.....being the amount of loans under the Agriculturists' Loans Act, 1884 (XII of 1884).

Borrower's signature

Examined and entered

Pay

Accountant

..... treasury

Disbursing Officer

Form 'H'[See Explanation (II) below Rule 8 (4)]I.....son of.....of the landlord of.....estates, in the district of do hereby pledge myself/ourselves to raise no objection to the sale under the Certificate procedure of the land specified on the margin held by my/our tenant (Name) and proposed to be mortgaged by him as security for the repayment of the loan of Rs.....under the Agriculturists' Loans Act, 1884 (XII of 1884)/Madras Revenue Recovery Act, 1864 (Madras Act II of 1864) in the event of his failing to pay the whole or any part of the said loan with such interest, as may be due thereon.