

The Orissa Displaced Persons (Rehabilitation Loans) Rules, 1959

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Rule

THE-ORISSA-DISPLACED-PERSONS-REHABILITATION-LOANS-RULE of 1959

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The Orissa Displaced Persons (Rehabilitation Loans) Rules, 1959Published vide Notification No. 1041-R.R./10.2.1960Notification No. 1041-R.R., dated the 10th February, 1960. - In exercise of the powers conferred by Section 13 of the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955 (Orissa Act 18 of 1956), the State Government do hereby make the following rules, namely :

1. Short title.

- These rules may be called the Orissa Displaced Persons (Rehabilitation Loans) Rules, 1959.

2. Definitions.

- In these rules-(a)"Act" means the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955 (Orissa Act 18 of 1956) ;(b)"Form" means a form appended to these rules;(c)"Section" and "sub-section" respectively mean a section and a sub-section of the Act;(d)all other terms and expressions used in these rules but not defined shall have the same meaning respectively assigned to them in the Act.

3.

Every application for loan under Section 3 of the Act shall be made in Form I.

4.

On receipt of an application under Section 3 of the Act the Collector shall make a summary enquiry to decide whether the applicant is a displaced person as defined in Section 2 of the Act and shall record a finding on the loan application and the decision of the Collector in that behalf shall be final :Provided that the Collector may dispense with such enquiry if the applicant is sponsored refugee and produces a sponsorship certificate from a proper authority.

5.

The extent and manner of issue of loans will be fixed from time to time by the State Government.

6. [[Substituted vide Orissa Gazette Part III/18.8.1967.]

The bonds to be executed under Sub-section (2) of Section 5 by displaced person should be in one of the appropriate Forms I, II and III according to the nature of the loan applied for.]

7.

A show cause notice under Section 9 of the Act shall be in Form IV and shall be served on the borrower in his present address, and a copy of the notice shall be affixed to a conspicuous part of the premises where the displaced person was last known to be residing or carrying on business in this State and such affixture shall be considered, as sufficient service.

8.

(a)An appeal memo, under Sub-section (2) of Section 9 of the Act shall bear Court-fees stamp worth Rs. 1-8-0 and shall be verified either by the appellant or his Pleader or Advocate and shall be presented to the Secretary to the State Government in the Relief and Rehabilitation Department and shall be accompanied with a certified copy of the order appealed against.(b)The Secretary to the State Government may on presentation of an appeal memo, call for the records of the Collector with a report and after giving an opportunity to the appellant to produce evidence may set aside, vary or modify the order of the Collector.(c)An appeal under Sub-section (2) of Section 9 shall be made within 30 days of the receipt of the order under Section 9 and the provisions of Sections 5 and 12 of the Indian Limitation Act, 1908. shall apply to such an appeal for the purpose of computation.

9.

Each instalment of loan due shall be credited into the Treasury by the displaced persons under the head "P-Loans and Advances by State Governments-Loans to Local Funds, Private parties etc.-Loans and Advances to displaced persons-Loans to displaced agriculturist/ fisherman/betel leaf grower/vegetable grower/loan under Urban Settlement Schemes". The interest realised from the Displaced Persons will be credited to the head "XX-Interest-Interest on Loans and Advances by

State Government-Interest on loans to displaced persons" and the Treasury Chalan showing the credit shall be produced before the District Magistrate or Sub-divisional Magistrate of the Area within seven days of the due date. The amount may also be paid in cash to the Sub-divisional Magistrate or the District Rehabilitation Officer or any other Officer authorised by the District Magistrate on or before the due date in which case the Sub-divisional Magistrate or the District Rehabilitation Officer or such other officer as may be authorised by the District Magistrate shall credit the amount to the Treasury under the aforesaid head of account. In the event of default penal interest will be charged at the rates fixed by the State Government from time to time.

10.

The rates of interest and the terms of re-payment shall be fixed by the State Government from time to time and incorporated in loan bonds.

11.

A loan ledger in the [Form VII] [Substituted vide Orissa Gazette Part III/18.8.1967.] shall be maintained by the District Magistrate or any other Subordinate Officer, wherein the loans paid to a displaced person and the amount due from him shall be recorded.

12.

Whenever the Collector takes over any property of any displaced person under Section 11, Clause (b) of the Act, such property shall be sold away or re-allotted to any other displaced person and depreciated value at which the property is sold or re-allotted shall be set-off against the loan of the displaced person whose property is so taken over.

13. [[Substituted vide Orissa Gazette Part III/18.8.1967.]

The borrower shall furnish two sureties in Form V],

14. [[Added vide Orissa Gazette Part III/18.8.1967.]

The assets to be mortgaged under Sub-section (1) of Section 6 by a displaced person shall be in Form IV and the same is to be taken duly attested by two witnesses and also presented for registration.][Form I] [Substituted vide Orissa Gazette Part III/18.8.1967.]Under the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955[To be executed by the recipient of Agricultural Loan](To be registered)I..... son of/daughter of/wife of..... by professionof village/Town..... P.S..... District..... (East Pakistan) at present residing at..... Mouza..... District Orissa State..... do by signature/ thumb impression hereby execute this receipt and bond and do agree that I shall be firmly, bound to the Governor of Orissa by the terms and conditions hereinafter mentioned.I hereby declare that I have not received any other loan from Government under the rehabilitation scheme up-to-date except a

loan of Rs..... from the..... and I hereby acknowledge that I have on this..... day of..... 19.....received from the Government of Orissa through the District Magistrate..... a sum of Rupees..... and/or articles detailed in Schedule I below valued at Rs..... as loan for the purpose of my rehabilitation to be expended on-(i)purchases of bullocks, seeds, fertilizers, manures, tools and implements,(ii)improvement of land,(iii)maintenance of myself and family.The loan shall be expended on agricultural purpose for the pursuit of profession as agriculturist which profession intends to pursue for gainful purpose in..... and purchase of article given in Schedule II hereto annexed :I hereby agree, acknowledge and accept the aforesaid loan upon the following conditions :

- 1. That I shall utilise the said loan solely for the purpose of rehabilitation of myself as a..... in where I have decided to settle down finally.**
- 2. That I shall intimate to the Collector District Sub-divisional Officer or to any Officer, duly nominated by the Collector in this regard, any change of address in my place of business at least 7 days in advance.**
- 3. That I shall acquire the following assets with the loan and shall execute a deed in Form VIII mortgaging the same to the Government of Orissa within 15 days of such acquisition :**

(i).....(ii).....(iii).....
- 4. That the loan shall be applied within six months from the date of receipt solely for the purpose specified above and that if it is proved to the satisfaction of the District Magistrate that any part of the said loan has been misappropriated, the whole amount of the said loan together with interest accrued and such cost as may have become payable in respect thereof be deemed to have become due and payable at once and it shall be recoverable, as if the sums are due as arrears of land revenue under Public Demand Recovery Act without prejudice to any other mode of recovery.**
- 5. That I and my heirs and representatives, executors and administrator shall be bound to the Governor of Orissa, his successors-in-office and assign for the payment of whole amount of the said loan with interest at the rate.....per cent per annum at the expiry of.....year from the date of receipt thereof.**

6. That the loan with interest shall be payable in annual instalments of principal and interest in a period of..... years. The first instalment of repayment will fall due on the anniversary date of the payment of the loan and the remaining instalments will fall due on the corresponding dates at the subsequent years.

7. That in case of default in re-paying the said loan and the interest thereon or any portion thereof by the instalments at the time and in the manner aforesaid the whole amount of the loan then unpaid and outstanding with the interest the reason as aforesaid shall be deemed to have become due and the Governor of Orissa, his successor-in-office and assigns shall have the right and power to realise the whole and every part of such amount from me, my heirs and representatives executors and administrators, as if the sum(s) are due as arrears of land revenue under Public Demand Recovery Act without prejudice to any other mode of recovery.

8. If it shall be proved to the satisfaction of the District Magistrate and the statements made by me in my application for this loan and the details of property furnished in this bond are in any particular untrue, or anything has been concealed therefrom, the District Magistrate may so declare in writing and thereupon the whole of such loan shall forthwith become due and payable.

Witnesses :

1.

2.

Signature or thumb impression of the recipient
The agreements have been read over and explained and the sum specified above has been paid in my presence to the executant and he/she executed the bond in my presence, dated.....The executant is identified by...../personally known to me.

Witnesses :

1.

2.

Accepted

Signed for and on behalf of Governor of Orissa Signature of the Officer disbursing the loan.

[Form II] [Substituted vide Orissa Gazette Part III/18.8.1967.] Under the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955 (To be executed by the recipient of housing loan) (To be registered) I.....son of/daughter of/wife of..... by profession..... of Village/Town P.S District of (East Pakistan) at present residing at Mouza Pargana Police Station District Orissa State, do by my signature/thumb impression hereby execute this receipt and bond and do agree that I shall be firmly bound to the Governor of Orissa by the terms and conditions hereinafter mentioned. I hereby declare that I have not received any other loan from Government under the rehabilitation scheme up-to-date except a loan of Rs..... from the for the purpose of business/Trade/profession and I hereby acknowledge that I have on this..... day of.....19..... received from the Governor of Orissa through the District Magistrate a sum of rupees and/or articles detailed in Schedule I below valued at Rs..... as loans for the purpose of my rehabilitation to be expended on-(a) building a house on the land specified in Schedule II hereto annexed; (b) purchase of land; (c) development of homestead land. I do hereby agree and acknowledge and accept the aforesaid loan upon the following conditions :

- 1. That I shall utilise the said loan solely for the purpose of building a house/purchase of land in where I have decided to settle down finally.**
- 2. That I shall intimate to the Collector.....District/ Sub-divisional Officer/any officer duly nominated by the Collector in this regard, any change of address in my place of residence at least seven days in advance.**
- 3. That I shall acquire the following assets with the loan and shall execute a deed in Form IV mortgaging the same to the Governor of Orissa within fifteen days of such acquisition.**
- 4. That the loan shall be applied within six months from the date of receipt solely for the purpose specified above and that if it is proved to the satisfaction of the District Magistrate that any part of the said loan has been misapplied, the whole amount of the said loan together with interest accrued and such cost as may be have become payable in respect thereof be deemed to have become due and payable at once and it shall be recoverable, as if the sums are due as arrears of land revenue under Public Demand Recovery Act without prejudice to any other mode of recovery.**
- 5. That I and my heirs and representatives/executors and administrator shall be bound to the Governor of Orissa, his successors-in-office and assigns for the payment of whole amount of the said loan with interest at the rate**

of..... per cent per annum at the expiry of..... year from the date of receipt thereof.

6. That the loan with interest shall be payable in annual equated instalments of principal and interest in a period of years. The first instalment of re-payment will fall due on the.....anniversary date of payment of the loan and the remaining instalments will fall due on the corresponding dates in the subsequent years.

7. That in case of default in re-paying the said loan and the interest thereon or any portion thereof by the instalments at the time and in the manner aforesaid the whole amount of the loan then unpaid and outstanding with the interest thereon as aforesaid shall be deemed to have become due and the Governor of Orissa, his successors-in-office and assigns shall have the right and power to realise the whole and every part of such amount from me, my heirs and representatives, executors and administrators, as if the sum (s) are due as arrears of land revenue under Public Demand Recovery Act, without prejudice to any other mode of recovery.

8. If it shall be proved to the satisfaction of the District Magistrate that the statements made by me in my application for this loan and details of property furnished in this bond are in any particular untrue, or anything has been concealed thereon, the District Magistrate may do declare in writing and thereupon the whole of such loan shall forthwith become due and payable.

Witness :

1.

2.

Signature or thumb impression of the recipientThe agreement has been read over and explained and the sum specified above has been paid in my presence to the executant and he/she executed the bond in my presence dated..... The executant is identified by...../personally known to me.

Witnesses :

1.

2.

Accepted

Signed for and on behalf of Governor of Orissa Signature of the Officer disbursing the loan.
[Form III] [Substituted vide Orissa Gazette Part III/18 8.1967.] Under the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955 (To be executed by the recipient of Business/Profession loan) (To be registered) I..... son of/daughter of/wife of..... by profession of village/Town..... P. S..... District..... (East Pakistan) at present residing at..... Mouza..... Pargana..... Police Station..... District..... Orissa State, do by my signature/thumb impression hereby execute this receipt and bond and do agree that I shall be firmly bound to the Governor of Orissa by the terms and conditions hereinafter mentioned. I hereby declare that I have not received any other loan from Government under the rehabilitation scheme up-to-date except a loan of Rs..... from the and hereby acknowledge that I have on this..... day of..... 19..... received from the Governor of Orissa through the District Magistrate a sum of rupees, and/or articles detailed in Schedule I below valued at Rs..... as loans for the purpose of my rehabilitation to be expended on-Business purposes for the pursuit of profession as..... which profession I intend to pursue for gainful purposes, in and purchase of articles of merchandise for trading therein for gainful purposes and purchase or hire of equipments for such trading as given in Schedule II hereto annexed. I do hereby agree, acknowledge and accept the aforesaid loan upon the following conditions :

- 1. That I shall utilise the said loan solely for the purpose of rehabilitation myself as a in..... where I have decided to settle down finally.**
- 2. That I shall intimate to the Collector district/Sub-divisional Officer or to any officer duly nominated by the Collector in this regard, any change of address in my place of business at least 7 days in advance.**
- 3. That I shall acquire the following assets with the loan and shall execute a deed in Form IV mortgaging the same in favour of Governor of Orissa within 15 days of such acquisition-**

(i).....(ii).....(iii).....
- 4. That the loan shall be applied within six months from the date of receipt solely for the purpose specified above and that if it is proved to the satisfaction of the District Magistrate that any part of the said loan has been misapplied, the whole amount of the said loan together with interest accrued and such cost as may have become payable in respect thereof be deemed to have become due and payable at once and it shall be recoverable as if the sums are due as arrears of land revenue under Public Demand Recovery Act without prejudice to any other mode of recovery.**

5. That I and my heirs and representatives, executors and administrators shall be bound to the Governor of Orissa, his successors-in-office and assigns for the payment of whole amount of the said loan and interest at the rate of per cent per annum at the expiry of year from the date of receipt thereof.

6. That the loan with interest shall be payable in instalments of principal and interest in a period of years. The first instalment of repayment will fall due on the anniversary date of the payment of the loan and the remaining instalments will fall due on the corresponding date on the subsequent years.

7. That in case of default in re-paying the said loan and the interest thereon or any portion thereof by the instalments at the time and in the manner aforesaid the whole amount of the loan then unpaid and outstanding with the interest thereon as aforesaid shall be deemed to have become due and the Governor, his-successor-in-office and assigns shall have the right and power to realise the whole and every part of such amount from me, my heirs and representatives, executors and administrators, as if the sum(s) are due as arrears of land revenue under the Public Demand Recovery Act without prejudice to any other mode of recovery.

8. If it shall be proved to the satisfaction of the District Magistrate that the statements made by me in my application for this loan and the details of property furnished in this and are in any particular untrue or anything has been concealed therefor, the said officer who sanctioned the loan may so declare in writing and thereupon the whole of such loan shall forthwith become due and payable.

Witnesses :

1.

2.

Schedule I

Schedule I Signature or thumb impression of the recipient

The agreement has been read over and explained and the sum specified above has been paid in my presence to the executant and he/she executed the bond in my presence dated The executant is identified by..... /personally known to me. Signature of the Officer disbursing loan

1.

2.

Accepted.Signed for and on behalf of the Governor of Orissa.[Form IV] [Added vide Orissa Gazette Part III/18.8.1967.]Under the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955(To be registered)Form of mortgage

1. This indenture made the..... day of..... one thousand, nine hundred and sixty..... between Shri..... son/daughter/wife of residing at hereinafter called the mortgagor(s) which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns of the one part and the Governor of Orissa hereafter called the mortgagee which expression shall unless excluded by or repugnant to the subject or context include his successors-in-office and assigns of the other part.

2. Whereas, the mortgagor(s) has/have taken a sum of Rs..... (Rupees) only as loan from the mortgagee on the conditions laid down in the bond dated..... executed by the said mortgagor(s).

3. And whereas one of the conditions of the said bond is that the mortgagor(s) is/are to mortgage within..... 19..... the asset acquired by him all and everyone of them with the said loan till the loan is fully liquidated.

4. And whereas the mortgagor(s) has/have agreed to abide by the conditions of the said bond including that for recovery/re-payment of the loan with interest at the rate of.....per cent per annum by.....

Now this indenture witnesseth that in consideration of the said loan of Rs..... (Rupees..... only) and pursuant to the agreement above mentioned, mortgagor(s) does/do hereby mortgage to the mortgagee, his successors-in-office and assigns, all the properties specifically described in the schedule hereto annexed by way of security for the payment of the said loan of Rs..... (Rupees.....) only with interest whereon at the rate of..... per annum the mortgagor(s) does/do hereby agree that he/all and everyone of them will re-pay the aforesaid loan with interest by instalments, as per conditions specified in the said bond and/or on his/her failure to re-pay the said loan with interest whether in full or on his failure to pay any of the instalments, the mortgagee shall be entitled to cause the said mortgaged properties to be sold without the intervention of the Court either by public auction or by private negotiation with the powers to buy and with the proceeds to

satisfy his claims and further should the claim be not satisfied the mortgagor(s) does/do agree with the mortgagee that he/ they will pay the balance from his/their person/persons and other property and the mortgagee may recover the same from his/all and everyone of them his/their person/persons and other property and the mortgagee may recover the same from him/all and everyone of them his/their heirs, executors, administrators or assigns.

Schedule

In witness whereof the mortgagor has hereunto set his hand and Shri in the office of for and on behalf and by order and direction of the Governor of Orissa has hereunto set his hand the day and the year first above written.

2nd. Witness

Address : Occupation : Signed by Shri in the office of for and on behalf and by order and direction of the Governor of Orissa in the presence of

1st. Witness

Occupation :

2nd. Witness

Address : Occupation [Form V] [Substituted vide Orissa Gazette Part III/18.8.1967.] Under the Orissa Displaced Persons (Rehabilitation Loans) Act, 1955 Surety bond We, the undersigned..... hereby declare ourselves sureties for Shri (hereinafter referred to as "the mortgagor") and do hereby guarantee that the mortgagor shall duly and punctually pay the sum of Rs..... agreed to be lent and advanced by the Governor of Orissa to the mortgagor and that the mortgagor shall do and perform all that he has undertaken to do and perform under the deed of mortgage dated the day of 19..... executed by the mortgagor in favour of the Governor of Orissa and in case the mortgagor makes any default thereon, we do hereby bind ourselves, our respective heirs, executors and administrators jointly and each of us severally to pay to the Governor of Orissa (hereinafter referred to as "Government"), the sum of Rs..... and all other amounts due and payable under the said deed of mortgage and also any loan or damage that the Government may sustain by reason of such default and we do hereby further agree that the Government may without prejudice to any other rights or remedies of the Government recover from us the said amount as arrears of land revenue and we do hereby further agree that any forbearance in enforcement of the said deed of mortgage or any other indulgence granted to the mortgagor or any variation of the terms of the said deed at any time given to the mortgagor or any other conditions of circumstances under which in law a surety would be discharged will not discharge us from our liability to pay the said amount and for the purpose of enforcement of this bond the liability thereunder will be joint and several with that of the mortgagor. Dated the day of 19..... Signed by..... The above named sureties in the presence of Witnesses thereof :

1.

.....

2.

.....[Form VI] [Substituted vide Orissa Gazette Part III/18.8.1967.][Not Printed][Form VIII]
[Substituted vide Orissa Gazette Part III/18.8.1967.][Not Printed]