

The M.P. Goldsmith Rehabilitation (Loans) Rules, 1963

MADHYA PRADESH

India

The M.P. Goldsmith Rehabilitation (Loans) Rules, 1963

Rule

THE-M-P-GOLDSMITH-REHABILITATION-LOANS-RULES-1963 of 1963

- Published on 30 August 1963
- Commenced on 30 August 1963
- [This is the version of this document from 30 August 1963.]
- [Note: The original publication document is not available and this content could not be verified.]

The M.P. Goldsmith Rehabilitation (Loans) Rules, 1963Published vide Notification No. 5718-6691-16, published in the M.P. Rajpatra, Part 4 (Ga), dated 30-8-1963 at page 656The State Government hereby makes the following rules for the grant of loans for the rehabilitation of goldsmith affected by the Gold Control Rules, 1963.

1. Short title, extent, operation and application.

(1)These rules may be called the Madhya Pradesh Goldsmiths Rehabilitation (Loans) Rules, 1963.(2)They extend to the whole of Madhya Pradesh.(3)They shall come into force with immediate effect.

2. Definitions.

(1)In these rules, unless the context otherwise requires :-(a)"Collector" means the Collector in charge of a Revenue District;(b)"Borrower" means a goldsmith to whom a loan has been advanced under these rules and includes his heirs, successors and assigns;(c)"Form" means a form appended to these rules;(d)"Goldsmith" means a person who was engaged in the process connected with the making or manufacturing ornaments or articles of gold immediately before the date on which the Gold Control Rules, 1963 came into force;(e)"Loan" means a loan granted under the provisions of these rules in cash.

3. Limits and conditions of loans.

(1)An amount of loan which may be advanced to the goldsmith under these rules shall not exceed rupees three thousand.(2)No loan shall be granted to any goldsmith under these rules if a loan has already been given to him from the Government under any other Act, or rules in force except for reasons to be recorded in writing and subject to condition that the applicant is regular in payment of instalment of the other loan and the said loan has been properly utilised.

4. Sanctioning authorities.

- Subject to the provisions of these rules, a loan for any sum-(a)not exceeding Rs. 1500/- may be granted by the Collector on execution of a personal bond, and(b)loan exceeding Rs. 1500/- but not exceeding Rs. 3000/- may be granted by the Collector on a solvent surety being furnished by the recipient.

5. Procedure regulating grant of loans.

(1)Any goldsmith may submit to the Collector of the district within which he resides or intends to carry on his business or profession an application for loan under these rules in Form I supported by an affidavit stating the amount of loan desired and the purpose for which it is desired.(2)The Collector shall enter all such applications in a register datewise and scrutinise the applications. He shall cause enquiries to be made for the purposes of ascertaining the particulars in the application form.

6. Security for repayment of loan.

(1)As soon as may be after an application for loan has been sanctioned, the applicant shall execute a bond in Form II undertaking to apply the loan for the purpose or purposes for which, and to fulfil the conditions on which, the application has been sanctioned. In addition to this bond, the borrower may be required by the Collector to execute a personal bond, in Form III when the amount of loan does not exceed Rs. 1500/- and a surety bond in Form IV when the amount of loan exceeds Rs. 1500/- and for the amount in excess of Rs. 1500/- in favour of State Government.(2)The assets created from the loan shall be deemed to be mortgaged or hypothecated, as the case may be, to the State Government for the repayment of loan together with interest thereon, if any, and the amount of loan and the interest thereon shall be first charged on such assets.(3)Subject to the provisions of sub-rule (2) the borrower shall not without the prior approval of the Collector mortgage, convey or otherwise transfer any of his interests in the whole or any part of the assets acquired with the loan and any mortgage, conveyance or other transfer without such approval shall be void as against the State Government:Provided that nothing in this sub-rule shall affect borrower's right to sell such articles of his stock-in-trade as are meant for sale to customers in the normal course of business.

7. Rate of interest.

- The loan shall bear simple interest at the rate of 4, per cent per annum.

8. Repayment of Loans.

(1)The loan shall be repayable in ten annual equated instalments of principal together with interest thereon. The first instalment shall fall due on the 30th June of the year next following the year in which the loan has been advanced and all subsequent instalments will similarly fall due on the 30th June of each year :Provided that the interest shall become payable from the date of advance of the loan:Provided further that the loan may be repaid in lesser instalments.(2)All repayments of loan, interest and penalty, if any, under these rules shall be made at the nearest Government treasury to the credit of the State Government under the head "Q-Loans and Advances by the State Government-A Loan to Local Funds, Private Parties, etc. A-8 Misc. Loans and Advances-Non-plan Loans and Relief of Goldsmiths".(3)On every instalment of principal or of interest which is not paid on the date fixed for repayment, a penalty at the rate of 8 per cent per annum shall be levied from the said date, until it remains unpaid.

9. Returns.

- The borrower shall submit to the Collector a return once in every year showing-(a)a full and complete statement of the assets and liabilities of the business;(b)a working account showing the out-turn of the business; and(c)the profit or the loss in business.

10. Loan to be applied to the purpose for which it is granted .

- Every loan granted under these rules shall, unless otherwise permitted by the Collector be applied to the purpose for which it is granted and the borrower shall submit to the Collector within a period to be specified in the sanction a certificate showing the amount actually spent by him and the purposes for which it has been spent.

11. Recovery of money due under these rules.

- All moneys recoverable under these rules including any interest chargeable thereon and costs, if any incurred, if not paid when they are due may be recovered by the Collector, from the borrower and his surety as if they were arrears of land revenue.

12. Maintenance of accounts and inspection.

- The borrower shall maintain a regular and complete account of expenses incurred and materials purchased in connection with the business with the aid of the loan and shall furnish such documents, returns and information as may be required from time to time by the Collector. The borrower shall further afford necessary facilities for the inspection of accounts, materials and

business premises by the Collector or by such officers as the Collector may authorise for that purpose.

13. Arbitration.

- All disputes, differences and questions which may at any time arise between the borrower and the Collector touching or arising out of the instalments regarding the loan by whatever name called for these rules or any other connected matter, shall, if not otherwise resolved by mutual settlement be referred for the sole arbitration, to the Secretary to Government, Madhya Pradesh, Labour Department, whose award or decision thereon shall be final.

14. Accounts to be kept by the sanctioning authority.

- The up-to-date accounts of all loans shall be kept by the Collector and submitted before the 30th April every year to the State Government.

15. Penalty for breach.

- In the event of a borrower committing a breach of any of these rules or of any of the conditions laid down in the instrument regarding the grant of the loan, the Collector may in his discretion order recovery of the whole of the amount of the loan then outstanding with interests due thereon in one lump-sum, or may order recovery of interest at an enhanced rate of 8 per cent per annum for such period as he may direct or impose a penalty not exceeding Rs. 50/- for every such breach, and which shall be recovered in the manner laid down in Rule 11.

1.

- vkosnd dk iwjk uke

2.

- vkosnd ds firk dk iwjk uke

3.

- vkosnd dh vk;q

4.

- vkosnd dk iwjk irk (xkao] rglhy rFkk ftys dk uke)

5.

- ;fn vkosnd lk>snkj esa dk;Z dj jgk gS rks fuEufyf[kr C;kSjs fn;s tkus pkfg,&

		QeZ esa				
lk>snkjksa	lk>snkjksa ds	izR;sd	lk>snkjksa	izR;sd lk>snkj	;fn lk>snkj vkil	
ds uke	firkvksa ds uke	lk>snkj dk	dh vk;q	}kjk /ka/ks esa	esa fj'rsnkj gksa	vH;qfDr
		fgLlk		yxkbZ xbZ iwath	rks mudk fj'rk	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

6.

- ;fn lk>snkj QeZ Hkkjrh; Hkkfxrk vf/kfu;e esa vUrxZr iath;r gks rks C;kSjs fn;s tkosa rFkk iath;u izek.k&i= lkFk esa Hksth tkosA lk>snkj foys[k dh ,d izfr Hkh lkFk esa Hksth tkos vkSj ;fn lk>snkj foys[k iath;r gks rks muds iath;u dk izek.k&i= izLrqr fd;k tk;sAHkkx&vk

7.

- vkosnd ds orZeku /ka/ks dh fLFkfr

8.

- ml /ka/ks dk uke ftlds fy, __.k gsrq vkosnu fd;k x;k gS ;k ml ds C;kSjs rkfd ;g ekywe gks tkos fd og /ka/kk okLro esa fd;k gSA vkosnd us /ka/ks esa Lo;a dh iwath yxkbZ gks og Hkh crykbZ tkosA

9.

- ftl /ka/ks ds fy, __.k dh ekax dh xbZ gS] mlesa vkosnd dh fdrus o"kksZa dk vuqHko gS rFkk og vuqHko dSls izkIr fd;k x;k gS ;g Hkh cryk;k tkosA ;fn vuqHko ugha gks rks oSlk Li"V mYys[k dj fn;k tk;AHkkx&b

10.

- __.k ftl :i ls ekax x;k gS vkosfnr __.k dh jdeA

11.

- ekaxs x;s __.k dk fdl izdkj mi;ksx fd;k tk;sxx mlds C;kSjs fn;s tkosa] vFkkZr~&

1.

- bekjr] 'ksM vkfn ds fuekZ.k ds fy;sA

2.

- midj.k vkfn dh [kjhn ds fy, (d`i;k uke rFkk dher crykosa)

3.

- pkyw iwath ds fy;sA

12.

- ;fn eatwjh dh xbZ jde ds vykok /ka/ks ds fy, dksbZ vfrfjDr jde visf{kr gks rks D;k vkosnd ,slh jde yxk ldsxk\ ;fn gka rks fdruh jde\

13.

- __.k izkIr gks tkus ds ckn fdruh vof/k esa __.k dk mi;ksx fd;k tk;sxx\

14.

- fdruh vof/k esa __.k pqdkuk izLrkfor gS\Hkkx&bZ

15.

- ;fn vkosnd us fdlh Hkh ljdkj ;k xSj&ldkjh tfj;s ls fdlh Hkh izdkj dh lgk;rk ;k __.k fy;k gks rks yh xbZ jde dk mYys[k dhft,&

1.

- mi ljdkj foHkkx dk uke nhft, tgka ls lgk;rk ;k __.k fy;k x;k gksA

2.

- ;fn dksbZ Hkh lgk;rk ;k __.k dsUnzh; 'kklu ls fy;k x;k gks rks mldk Hkh ;gka mYys[k dhft, vkSj bl izdkj dh yh xbZ jde n'kkZb;sA

3.

- ;fn dksbZ Hkh __.k fdllh vU; rjhds ls fy;k x;k gks rks bl izdkj fdruk __.k fy;k x;k mldk mYys[k dhft,AHkkx&m

16.

- vkosnd ds laca/k esa fuEufyf[kr tkudkj nh tk;&

1.

- vkosnd dh py laifRr vkSj mldk ewY;

2.

- vkosnd dh vpy lEifRr vkSj mldk ewY;

3.

- ml LFkku dk iwjk irk tgka dk fd vkosnd jgus okyk gS rglhy o ftys ds uke lfgr

4.

- vkosnd dh orZeku vk;

5.

- nks izfr"B LFkkuh; O;fDr;ksa ds iwjs irs lfgr uke ftuls fd vkosnd ds laca/k esa tkudkj izkIr dh tk ldsAv- uke-----irk-----vk- uke-----irk-----

17.

- 1- izfrHkw@izfrHkqvksa ds laca/k esa fuEu izdkj tkudkj nhft,&

1.

- izfrHkw dk uke ifgyk izfrHkw nwlljk izfrHkw

2.

- izfrHkw ds fir k dk uke

3.

- izfrHkw dk /ka/kk

4.

- izfrHkw dh vk;q

5.

- izfrHkw dk iwjk irk

2.

- izfrHkw dh lgefresa@ge uhps gLrk{kj djus okys (ftudk fd o.kZu mij fn;k x;k gS) bl vkosnu&i= ds vkosnu drkZ ds }kjk vkosnu fd;k x;k _k jde vFkkZr~-----ds fy, O;fDrxr izfrHkwfr (tekur) nsus dks rS;kj gwa@gSa vkSj eSa@ge viuh@gekjh Lora= bPNk ls o jkth [kq'kh ls lgefresa nsrk gwa ;k nsrs gSaAlk{kh uao 1-----ifgys izfrHkw ds gLrk{kj(gLrk{kj)lk{kh dk uke-----ifgys izfrHkw ds gLrk{kjlk{kh dk irk-----lk{kh uao 2----- (gLrk{kj)lk{kh dk uke-----lk{kh dk irk-----nwljs izfrHkw ds gLrk{kjlk{kh uao 1----- (gLrk{kj)lk{kh dk uke-----lk{kh dk irk-----lk{kh uao 2----- (gLrk{kj)lk{kh dk uke-----lk{kh dk irk-----?kks"kk& (O;fDr;ksa ds fy;s)eSa@ge-----lR;fu"BkiwoZd ?kksf"kr djrk gwa@djrs gSa fd eSaus@geus Hkkjr 'kklu }kjk izHkko'khy fd;s x;s Lo.kZ fu;a=.k fu;eksa ls izHkkfor Lo.kZdkjksa dks iquLFkkZfir djus gsrq /ka/ks ds fy, _k fn;s tkus okys e/; izns'k ds fu;e vPNh rjg i<+s vkSj le> fy;s gSaA eSa@ge mDr vf/kfu;e vkSj fu;eksa esa crk;s x;s mica/kksa dk ikyu d:axk@djsaxs vkSj bls }kjk vkxs ;g Hkh ?kksf"kr djrk gwa@djrs fd tks dqN Hkh tkudkjh mij nh xbZ gS og esjs@gekjs iw.kZ Kku vkSj fo'okluqlkj lR; gSArkjh[k-----ekg-----lu~ 20-----vkosnd ds gLrk{kjA?kks"kk& (lk>snkj QkeZ ds fy,)eSa@ge-----lR;fu"BkiwoZd ?kksf"kr djrk gwa@djrs gSa fd eSaus@geus Hkkjr 'kklu }kjk izHkko'khy fd;s x;s Lo.kZ fu;a=.k fu;eksa ls izHkkfor Lo.kZdkjksa dks iquLFkkZfir djus gsrq /ka/ks ds fy, fn;s tkus okys _k ds laca/k esa e/; izns'k ds fu;e vPNh rjg i<+s vkSj le> fy;s gSaA eSa@ge bls }kjk mDr vf/kfu;e vkSj fu;eksa ds mica/kksa dk ikyu djus dks jkth gwa@jkth gSa vkSj bls }kjk vkxs ;g Hkh ?kksf"kr djrk gwa@djrs gSa fd fd;s x;s mDr vkosnu&i= esa tks dqN Hkh tkudkjh nh xbZ gS og esjs@gekjs iw.kZ Kku rFkk fo'okluqlkj lR; gSArkjh[k-----ekg-----lu~------(vkosnu drkZ ds gLrk{kj)uksV& bl vkosnu&i= esa ;fn fdUgha fof'k"V inksa dk mRrj nsus ds fy, j[kk x;k LFkku i;kZIr ugha ik; tkos rks tkudkjh vfrfjDr dkxt ij nh tdkj ,sls dkxt vkosnu&i= ds lkFk uRFkh dj fn;s tkosaAAgreementForm II[See Rule 6]This agreement is made this..... day of 20....., between the Governor of Madhya Pradesh, acting through the Collector (hereinafter called the grantor, which expression shall, where the context so admits, include his successors in office) of the one part, and Shri..... son of....., resident of..... (hereinafter called the grantee, which expression shall, where the context so admits, include his heirs, executors, administrators, representative and

permitted assigns) of the other part. Whereas the grantor has sanctioned a loan of Rs..... payable in..... instalments of Rs..... each, on the..... to the grantee for the purpose of..... under the M.R Goldsmiths Rehabilitation (Loans) Rules, 1963 (hereinafter referred to as the said Rules), subject to the terms and conditions hereinafter appearing. Now, therefore, this agreement witnesses as follows,-

1. In consideration of the loan of Rs..... granted by the grantor to the grantee, the grantee hereby covenants with the grantor as hereinafter provided.

2.

(1)The grantee shall repay to the grantor the principal amount of Rs..... along with interest thereon at four per cent per annum as follows. The principal amount shall be repaid in..... equal yearly instalments of Rs..... each. Along with each instalment, the grantee shall pay also the amount of interest due on the principal amount or part thereof, as the case may be. The first of such instalments along with the interest due shall be paid on or before the 30th June and each subsequent instalment along with the interest due, on or before the 30th June of each year.(2)The grantee shall deposit the annual instalment of the principal amount together with the amount of interest in the nearest Government Treasury under such head of account as may be directed by the Collector to the grantee in that behalf.(3)Any sum paid under sub-clause (1) above by the grantee shall be applied first towards recovery of any sum other than the principal amount and interest then due from the grantee under this agreement and thereafter towards interest then due. The balance, if any, shall then be applied towards the repayment of the loan.(4)The grantee shall apply the said loan of Rs..... for the specific purpose for which it has been granted, namely..... within a period of..... from the date of receipt of the grant and shall not, unless otherwise permitted by the Collector..... utilise the loan or any part thereof for any other purpose whatsoever.(5)The grantee shall submit to the Collector..... a certificate showing the amount actually spent and the purpose for which it has been spent, within such period as may be specified in the order sanctioning the loan.(6)If at any time, it is proved to the satisfaction of the Collector that the loan or any part thereof has not been applied for the specific purpose mentioned under sub-clause (4) of clause 2 above, the whole loan or the unpaid balance thereof, as the case may be, with interest due thereon shall become immediately payable in one instalment. The decision of the Collector that the loan or part of it has been misapplied or not shall be final and binding on the grantee.

3.

(1)The grantee shall not sell, mortgage or otherwise alienate, charge or assign the premises, buildings (hereinafter called the property specified in the Schedule below), without the previous sanction in writing of the Collector.(2)The grantee shall comply with the general or special orders of the Collector relating to the inspection of the said property belonging to the

4.

(1)The grantee shall maintain and keep the accounts of the industry in such form and shall cause the said accounts audited by such authority as may be directed by the Collector.(2)The grantee shall furnish once in a year an audited return of the said accounts showing :-(i)A full and complete statement of the assets and liabilities of the industry; and(ii)An account showing,-(a)The out-turn of the business; and(b)The profit and loss on the business.

5. The grantee shall abide by and shall be bound by the provisions of the said rules for the time being in force which shall be deemed to form part of the conditions of this agreement.

6. The grantee hereby declares that the grantor has granted the said loan to the grantee relying on the statements and information given in the application dated..... for obtaining the said loan by the grantee to the effect that they are true to his knowledge and belief and that no fact has been suppressed by him.

7. If the grantee either commits default in payment of the annual instalments on the due date in accordance with clause 2 (1) or breach of any of the conditions of this agreement, the Collector may, in his discretion, order recovery of the whole amount of the loan outstanding on the date of such default or breach, alongwith the interest due thereon, in one instalment, or may order recovery of interest at any enhanced rate of 8 per cent per annum for such period as he may direct or impose a penalty not exceeding Rs..... for such default or breach.

8. All moneys recoverable under this agreement, may be recovered from the grantee as an arrear of land revenue.

9. If any dispute shall arise between the parties hereto in respect of this agreement or anything arising hereout, except in respect of matters on which the decision of the Collector is hereunder declared to be final and binding the same shall be referred to the sole arbitration of the Secretary to Government Madhya Pradesh..... Department, and his decision thereon shall be final and binding on the parties.

10. The grantee shall bear the stamp duty and the registration fee payable in respect of this instrument.

In witness whereof the parties hereto have signed hereunto the date and year written in each case.

Witnesses: Grantor

1..... (On behalf of the Governor)

2..... Dated.....

.....

1..... Grantor

2..... Dated.....

Form IIPersonal Security Board[See Rule 6(1)]Know all men by these presents that I Shri..... s/o..... of..... binding myself, my heirs, executors and administrators to pay to the Governor of Madhya Pradesh (hereinafter called the Governor) on demand the sum of Rs..... (Rupees..... only).Whereas I the above bounden grantee is granted a loan of Rs..... (Rupees.....only) for the purpose of..... under the Madhya Pradesh Goldsmith Rehabilitation (Loans) Rules, 1963, for the grant of loans for business other than industrial for the rehabilitation of goldsmiths affected by the Gold Control Rules of Government of India.Now the condition of the above written obligation is that if I the above bounden grantee fail to repay any instalment, I shall forthwith repay to the Governor on demand the said sum of Rs..... (Rupees..... only) together with the interest at..... per cent.Any sum falling due hereunder may be recovered from me in the same manner as an arrear of land revenue.Signed by me this.....day of.....20..... in the presence of.

Witnesses:

1.....

2..... Signature of the grantee