

**PUNJAB SCHEDULED CASTES LAND DEV.& FINANCE CORPORATION  
CHANDIGARH.**

**LOAN REGULATION**

In exercise of the powers conferred by Section 34 of the Punjab Scheduled Castes Land Development & Finance Corporation Act,1970, the Board of Directors hereby make the following Loan Regulations.

THE PUNJAB SCHEDULED CASTES LAND DEVELOPMENT & FINANCE  
CORPORATION: CHANDIGARH.

**INTRODUCTION**

**1. SHORT TITLE:**

These regulations may be called “ The Punjab Scheduled Castes Land Development & Finance Corporation, Loan Regulations, 1972.”

**2. COMMENCEMENT:**

These Regulations shall come into force with effect from 16.11.1972.

**3. DEFINATION**

In these Regulations unless there is anything repugnant in the subject or context:-

- a) “The Act” means the Punjab Scheduled Castes Land Development & Finance Corporation, Act, 1970.
- b) “Chairman” means the Chairman of the Corporation.
- c) “Loan Committee” means the Committee constituted by the Board of Directors for sanctioning various loans to the members of the Scheduled Castes.
- d) “Family” means a unit consisting of parents and minor and major children who are living with their parents and are also dependent upon them.
- e) Other expressions have the meaning respectively assigned to them in the Act.

**4. PERSONS ENTITLED TO LOANS**

Any persons My apply for loans to the Corporation Who:-

- i) is a member of the Scheduled Castes and is in the age given between 18 and 65 years:
- ii) is a permanent or ordinarily a resident of Punjab ;
- iii) is a member of a family with family income not exceeding Rs.15,000/- per annum.
- iv) Satisfied other conditions, if any, prescribed for entitlement of loan by a Loan Committee.

Provided that the Directors on the Boards of Directors of the Punjab Scheduled Castes Land Development & Finance Corporation shall not be entitled to any loan from the Corporation.

Provided further that the amount advanced as loans by the Corporation to member of the Scheduled Castes shall be utilized for the purpose for which it is advanced within the State of Punjab.

## **5.SCOPE OF ADVANCE OF LOANS:**

**(a)** The Corporation will provide loans to the members of the Scheduled Caste or Scheduled Castes Organisations by advancing to them in cash to in kind loans including loans under hire purchase system for any of the purposes specified below:-

- (i) Agriculture Development (ii) Marketing(iii)Processing (iv) Supply & Storage of Agriculture Products (v) Small Scale Industry (vi) Building construction (vii)Transport & (viii)Such other business ,trade or activity as may be approved in this behalf by the State Government as provided in Section 16 of the Punjab Sch. Castes Land Dev. & Finance Corporation,Act.1970.

**(b)**The Corporation will also provide loans for going abroad for employment purposes, to the persons sponsored by the Director Welfare of Scheduled Castes, Punjab as per scheme at Annexure-I.

**(c)** The Corporation will also provide interest-free loans to the students belonging to Scheduled Castes for study in Degree Courses in Medicine and Engineering.

## **EXPLANATION**

**(a)** Agriculture Development will mean:-

- (i) Construction and repair of ordinary wells & tubewells.
- (ii) Installation of pumps & other water lifting appliances.
- (iii) Construction of Bunds.
- (iv) Fencing against wild animals.
- (v) Arranging of fruit gardens.
- (vi) Re-clamation of Bunzar Lands.
- (vii) Purchase /repair of the tractor, its allied implements and other agriculture implements ,such as:-  
Chaff cutter, Cane Crusher, Windowing machine ,Rice husking equipment, it would not include the implements such as ordinary plough.
- (viii) Construction of farm building ,such as godown, cattle shed but not residential accommodation.
- (ix) Such other works as the Board may determine to the improvement for the purpose of this clause from time to time(Board means the Board of Directors.)

**(b)** Grant of loan for the purchase of Agricultural Land.

### **(i) Limit of loan :**

Maximum limit of loan for the purchase of land has been fixed at Rs.2,00,000/-

### **(ii) Limit of Area**

Landless persons will be preferred .The entire land in the ownership of the applicant and his family including the land to be purchased with

the amount of loan should not exceed the ceiling fixed under the law by Punjab Govt. Limit fixed earlier as 2 Acres Chahi or Canal irrigated or 5 acres barani or 10 Acres inferior land in the Bet area has been done away with.

(iii) **General Conditions:**

Any Harijan whether already doing agriculture cultivation or not is allowed to avail of this loan facility. After taking loan he will cultivate the land himself i.e will not give on Batai till he clears off the loan. An undertaking about it may be taken in the affidavit.

(iv) Land should either be under the possession of the loanee or seller .There should not be tenancy dispute and the land to be purchased should not be surplus with the seller who should also undertake in the affidavit to transfer its possession to the loanee immediately . The land should be free from all encumbrances at the time of its mortgaging with the Corporation. These facts will be verified by the Distt. Manager as correct to the best of his knowledge, belief and judgement.

(v) **Average price:**

Two years average price proceeding the date of sale along with the market value of land is required to be furnished in all cases by the applicants to ascertain the proximity between the loan applied for and agreement arrived between the parties regarding the sale price of the land.

(vi) The land purchased with the loan amount will not be sold to any person upto a period of 10 years from the date of purchase. This undertaking will be given by the applicant in an affidavit.

(c) **Redemption of mortgaged agriculture land.**

Loan for this purpose shall be sanctioned subject to the condition that only such land are to be redeemed which are situated in the State of Punjab ,provided after redemption the total holding of the loanee and his family do not exceed the area of the permissible limit of land holdings as laid down by the law for time being in force in the state of Punjab regarding fixation of ceiling of land holding.

**Note:** 1)Loan for this purpose shall be sanctioned only if genuine and proper

applications of the prior debts is established beyond doubts.

2)Security of the same land which is to be redeemed will be taken as security and no more security will be asked for .Loans for the redemption of land sanctioned after 1.11.1974 will be recoverable in 10 years.

3)The land redeemed with the loans advanced by this Corporation will not be sold to any person upto a period of 10 years from the date of redemption.

**6. COMPETENT AUTHORITY TO SANCTION LOANS:**

The Executive Director has full powers to sanction loans upto any extent in strict conformity with the Loan Regulations. In case ,any deviation from the Loan Regulation is felt necessary and desirable, the case should be placed before the Board of Director for prior approval.

## **7. ALLOCATION OF FUNDS:**

Funds shall be allocated by the Board district wise every year in the month of April for advances of loans under various trades/purposes on the basis of the population and the occupation activities .Provided that 60% of the funds shall be reserved for loanees in the category of loans upto Rs.10,000/-.

## **8. METHOD OF APPLYING FOR LOAN:**

A person desiring to secure loan from the Corporation shall apply on the form prescribed.

## **9. SECURITY FROM THE LOANEE:**

- a) (i) A loanee will be required to mortgage either of his own or of his surety property free from all encumbrances of a value equal to the loan amount. If tangibles assets, immovable or movable ( excluding animals and other perishable articles), are created with the amount of the loan advanced then such assets shall be mortgaged or hypothecated as the case may be, in favour of the Corporation, till such time the entire amount with interest is recovered. “ For setting up of ventures on the plot purchased with the subsidy of Rs.8000, the security of property equal to the loan amount will be taken.Loan may also be sanctioned if the surety of Government employee is given alongwith the security of plot.”

(ii)If the applicant has no tangible assets to offer as surety nor any third person is ready to stand surety for him, the surety of permanent Government officials upto the following limits will be acceptable:

- 1.Loan upto Rs.15,000/- Permanent employees with total emoluments between Rs. 2000 P.M.
- 2.Loan upto Rs. 20,000/- Permanent Govt. employees drawing total emolument between Rs. 2001 – 3000 P.M.
- 3.Loan upto Rs. 30,000/- Permanent Govt. employees drawing total emolument between Rs. 3001 – 4000 P.M.
- 4.Loan upto Rs. 40,000/- Permanent Govt. employees drawing total emolument between Rs. 4001 – 5000 P.M.
- 5.Loan upto Rs. 50,000/- Permanent Govt. employees drawing total emolument above Rs. 5001-6000 P.M.
6. Loan upto Rs.75.000/- Permanent Govt. employees drawing total emolument above Rs.6000 P.M.

(iii) Loan both under D.R.I. scheme and general scheme upto Rs. 6,500/- will be allowed on personal bond with one surety provided that the details of the property of the loanee applicant and that of the surety be included in the application form as well as in the personal / surety bond. However, if some machinery is acquired the same should also be hypothecated.

Provided that in case of interest free loans to the person going abroad for employment purpose the surety of a person who owns property atleast equal to the amount of loan ,will be accepted.

**EXCEPTIONS:**

- (i) Where the loanee mortgage with the Corporation immovable assets worth double the loan amount in that case the requirements of hypothecation will be dispensed with.
- (ii) In case land is to be purchased with the loan amount the land so purchased shall be mortgaged in favour of the Corporation.
- (iii) In case land purchased from Rehabilitation Department is to be redeemed with the loan amount loanee shall be required to mortgage same land with the Corporation.
- (iv) In case of security of Kacha House properties, the value of the Malba may be accepted as security for the grant of loans if the Corporation is satisfied with the assessment of such Malba and the house is not likely to collapse due to rains.

**Note:-** In case where the hypothecation of created assets is necessary, loanee must mortgage / hypothecate the assets created with the loan amount within one month of the creation of such assets failing which the loanee shall pay penal interest on the entire loan amount till he executes the mortgage/hypothecation deed in the form prescribed by the Corporation.

The following conditions shall be observed for the cases where the hypothecation is to be done:

- (a) In case the loan amount is utilised for the purchase of any machinery it shall be incumbent upon the loanee to get it insured comprehensively against the possible damages and in the insurance papers, the loanee shall declare the interest in such machinery if the Corporation to the insurance company.
- (b) The loanee shall also get affixed ,an engraved metal plate to the machinery with words”Pledged to the Punjab Scheduled Castes Land Development and Finance Corporation.”
- (c) In the instruments evidencing the security taken by the Corporation there may be a stipulation that in the event of a fall occurring in the value of the assets pledged ,mortgaged /hypothecated or assigned to the Corporation the individual /group of individuals concerned obtaining financial assistance from it, may be required to furnish such additional security as may be considered reasonable by the competent sanctioning authority.
- (d) In case not covered by the fore going provisions the competent sanctioning authority shall make suitable recommendations to the Board for waiving off any condition it may deem fit for final decision.

**10. PROPERTY TO BE MORTGAGED WITH THE CORPORATION AS SECURITY.**

(a) 3 places /units of property/surety will be accepted for the grant of loan with the following clarifications:-

- (i) Land of one owner consisting of any number of Khasras of fields,situated at one different places in one Tehsil will be treated as one unit/piece.
- (ii) One house as one piece/unit.
- (iii) Personal surety of one Government servant as one unit.

(b) Property to be mortgaged by the loanee or his surety as a security of the loan should be situated in the State of Punjab.

(c) Property to be mortgaged shall be in the ownership of the loanee or his surety as the case may be and free from all encumbrances.

#### **11. VALUATION OF PROPERTY:**

- i) Valuation of properties shall be done by patwari and the valuation report shall be countersigned by the Tehsildar/Naib Tehsildar in respect of Agricultural land and house property in the rural areas. Valuation of the Agricultural lands shall be worked out by the patwari on basis of two years average prices of similar and similarly situated land.
- ii) The Valuation of the properties in the urban areas will be done by the Municipal Engineer either personally or on the report of the sectional officer in the Municipalities where the post of the Municipal Engineer does not exist; the report may be made by the section officer/patwari of the committee and should be counter signed by the Secretary president of the Municipal Committee concerned. However , if the loanee applicant can have report direct from the Tehsildar or Secretary/Executive Officer of the Municipal Committee then the report of the lower official will not be necessary.

Provided that if the valuation by the authorities mentioned at(i) and (ii) above ,appears to be excessive, the Corporation will have it revaluated through its own sources.

- iii) For loans of value exceeding Rs.1.00 lac valuation would be done by the concerned Tehsildar for properties falling in the rural areas but outside the 'Lal Lakir' of the Revenue Estate. For properties in urban areas the Executive Officer of the Municipal Committee would do the valuation. The Tehsildar/.E.O of the Municipal Committee would send their reports to the District Managers of the Scheduled Castes Corporation. The applicant shall supply to the Corporation answers to the questionnaire alongwith his application which will be sent to the Tehsildar/Execitvee Officer for perusal.

#### **12. MAXIMUM LIMIT OF LOAN AND MODE OF REPAYMENT:**

The period for the repayment , commencement for repayment and the maximum limit of the financial assistance of advancement of loans to the loanees shall be as shown in Annexure-II.

In the case of Corporation Society the maximum limits of loan will be determined as under :-

Maximum limit of loan permissible to an individual multiplied by number of members of the Society and whole divided by two;

Provided that in cases of loan of more than Rs.20,000/- only seed Money will be provided by the Corporation as required by financial institutions and the balance will be got arranged from the Banks provided in the cases which are not financed by the Banks the entire amount as otherwise admissible and allowable will be allowed by the Corporation.

**Note:** Where extension of the existing trade/business is sought, loan not more than 50% of the permissible limit will be given.

Normally, loan for only one activity shall be advanced . However,where more than one purpose is involved , the loan could be sanctioned by the authority within its competency.

### **13. RATE OF INTEREST**

The rate on interest on the loan to be advanced by the corporation will be as under:-

i)	Loans upto Rs.3,000/-	Interest free
ii)	Rs.3001 to Rs.10,000/-	3%
iii)	Rs.10,001/- to Rs.20,000/-	4.50%
iv)	Rs.20,001/- to Rs.30,000/-	5.50%
v)	Above Rs.30,000/-	8%
vi)	Loan Under D.R.I Scheme	4%

Provided that limit of interest free loans is enhanced from Rs.3,000/- to Rs.5,000/- in case of educated unemployed(Matriculate and above) upto extent of 10% of the funds available in a year. Loan under Employment Abroad Scheme (Annexure-I) will be given free of interest to the persons sponsored by the Director, Social Welfare Punjab. Loan for Degree / Diploma Courses and Studies in M.B.B.S,BDS, Veterinary , Engineering , Architects, Drafts and Agriculture and M.Sc. etc.

### **14 (i) PROCEDURE FOR DISBURSEMENT OF LOAN**

(a)The loan may be given in installments, if the Executive Director for the reasons to be recorded in writing considers that it will be in the interest of Corporation or the proper utilization of loan will be better assured by doing so.

(b)The Executive Director will have the discretion to determine the number of installments depending upon the circumstances of each case ,for reasons to be recorded in writing.

(c) When the loan is being released in installments ,a unitization report based on enquiry will be obtained through the staff of the Corporation, if it is found that loan has not been properly utilized ,the Executive Director will have the power to stop payment of further instalment of loan.

#### **(ii)LOAN FORM:**

A loan form as prescribed by the Corporation shall be filled in and order of payment from the Executive Director obtained thereon before the release of payment.

#### **(iii) PAYMENT BY CHEQUE:**

(a) The payment will be made by crossed cheque in favour of the loanee .The crossing will be simple to enable the loanee to endorse it. Uncrossed cheque or Bank Drafts will not normally be issued to the loanees ,but the Executive Director will have the discretion to issue uncrossed cheque to a loanee on his written request where he is satisfied about his request being genuine.This will be done on loanee's risk and responsibility.

(b) Where the payment of loan is to be made in kind or to the supplier /dealer with whom the loanee has struck the bargain for the purchase of machinery or other materials and whose bill has been produced by the loanee, the payment shall be made by the crossed cheque. Such bills of the supplier will be in the name of the loanee as purchaser and the name of the Corporation as financier.

(c) After the issue of the cheque to the supplier, procurement of Machinery etc. will be the responsibility and risk of the loanee himself.

**(iv) ACKNOWLEDGE OF PAYMENT**

Acknowledge of loan will also be obtained in the loan form as mentioned in sub-rules (ii) above. This acknowledgement will be duly stamped and include the number and date of the cheque drawn in favour of the loanee and also the cheque number, date, amount and the name of dealer/supplier in whose favour the cheque has been issued for the purchase of machinery or other materials etc. and is delivered to the loanee.

The loanee will also get the interest of the Corporation mentioned in the registration documents and insurance policy in case of purchase of plant and machinery/vehicle, etc, which are required to be insured.

**(v) IDENTIFICATION OF LOANEE:**

At the time of payment, the signatures or thumb impression of loanee will be identified by the Field officer concerned if he is present or by some other person known to the Corporation and signature of the witness in whose presence the loanee has signed the acknowledgement for having received the payment will also be obtained in the loan form.

**(vi) ATTESTED PHOTOGRAPH OF LOANEE:**

In case where the Field officer or some person known to the Corporation is not available at the time making payment and the payment is to be made to the loanee to avoid hardship, the attested copy of photograph produced by the loanee will be made use of.

**15. PROCEDURE FOR RECOVERY OF LOANS :**

**i) PERIODICITY AND NUMBER OF INSTALMENTS:**

a) The loan shall be repaid by the loanee on agreed terms stipulated in Mortgage deed/Surety bond or some other undertaking, if any, made by the loanee.

b) The loan is repayable in instalments, but the loanee has the option to repay the loan earlier or in lesser number of instalments than agreed to.

The instalments of principal has to be paid on or before the due date by the loanee together with interest due till the date of payment.

**ii) DEMAND NOTICE:**

The terms and conditions of loan including the periodicity and number of instalments having already been agreed to by the loanee in the mortgage deed/surety bond or other undertaking, the loanee has to make payment in time without waiting for any demand notice. However, the Corporation may as a matter of courtesy remind the loanees a few days before the due date of payment by issuing a simple demand notice.

**iii)NON PAYMENT OF LOAN INSTALMENTS ON DUE DATE:**

In case where the payment of loan instalment together with interest due thereon is not received on the due date, a registered notice shall be served to the loanee to expedite the payment together with penal interest within the period specified in such notice.

**iv)RECOVERY PROCEEDINGS FOR NON PAYMENT:**

In case the loanee fails to repay the loan instalment of principal and interest including penal interest even on receipt of registered notice by the date specified in such notice, the recovery proceedings for realising the entire amount of loan as arrears of land revenue through the Collector will be started in accordance with the provision in Section 24 and 25 of the Punjab Scheduled Castes Land Development & Finance Corporation Act, 1970. The amount of principal, penal interest and cost of its recovery will be realised as arrears of land revenue by the Collector and remitted to the Corporation.

**16. MODE OF REPAYMENT:**

- (a) The repayment of amount of loan can be remitted by the loanee by money order or Bank Draft. These amounts shall also be accepted by the cashier at the counter in the Head Office of the Corporation. The money orders shall be addressed to or Bank Draft sent in favour to the Executive Director, the Punjab Scheduled Castes Land Development & Finance Corporation Chandigarh payable at Chandigarh.
- (b) Receipts in the prescribed form will be issued to each loanee in acknowledgement of the payment received.
- (c) The Corporation will take no responsibility for any payment made by the loanee to a person other than the Cashier at the counter or if the money order or Bank Draft is sent by him in favour of some one else.

**17. PENAL INTEREST:**

Penal interest at the rate of 3% per annum (w.e.f 13.2.1979) in addition to the normal rate of interest prescribed for a loan shall be chargeable for overdue amounts of loanee as under:-

- i)For late payment of instalment of principal and interest the penal interest may be charged on the amounts of defaulting instalments of Principal and interest for the period from the due date of instalment to date of its payment.

- ii) In case of misutilization of loan, entire loan amount shall be recovered in lump-sum and the penal interest will be chargeable on the entire loan amount and for the period from the date of disbursement till the entire amount of loan with penal interest is paid regardless of the date of detection of misutilization.
- iii) For non-compliance, with or default in fulfillment of terms and conditions of loan such as hypothecation of plant machinery, taking out of comprehensive insurance policy, fixing engraved metal plates on machinery, purchased with loan and disclosing Corporation, interest to Insurance Company etc. the penal interest may be charged on the entire amount of loan till the default is removed.

**17-a REMISSION OF PENAL INTEREST:**

- i) In case of death of a loanee if such loanee does not have any major earning member in the family, the penal interest may be remitted by the Executive Director /Chairman at their discretion either wholly or in part depending upon the circumstances of each case.
- ii) In case where the loanee suffers from an incurable disease or a natural calamity like floods/fire or spread of epidemic or where the loanee becomes bankrupt to the satisfaction of Executive Director /Chairman the later may at their discretion waive off all the penal interest either wholly or any part as the circumstances of each individual case so warrant.
- iii) Where remission of penal rate of interest in the aforesaid circumstances exceed the sum of Rs.5000/- each such case will be referable to the Board.

**18. POSTPONEMENT OF RECOVERY:**

- i) In case where it is established beyond reasonable doubt that the loanee has misutilized the amount of loan taken by him /her, the Executive Director may order recovery of the whole in lump-sum with normal and penal interest as prescribed.
- ii) "In the case of financial hardship warranted by the circumstances referred to in regulation No. 17 (A) (ii) and such other circumstances involving financial hardship of the loanee, the Executive Director may for reasons to be recorded in writing (a) Postpone the recovery of not more than 4 installments upto a period of 5<sup>th</sup> installment or (b) change the date of payment of recovery installment provided the period of recovery will remain the same as per sanction."

Provided that where such payment of installment is deferred no penal interest shall be charged for the period of default.

Provided further that in the case of postponement of installments due to floods or any natural calamity the interest on the last installment due should not be charged for the period of postponement.

## **19. POWER OF INSPECTIONS:**

The Executive Director or his nominee shall have the power to supervise inspect the premises of the projects/undertakings, for which the loans are taken by the individuals or group of individuals from the Corporation to protect the interest of the Corporation ,particularly to ensure continued fair margin of returns in such undertakings/projects and to enable the loanee shall afford all facilities for such inspections. The loan amount must be utilized within (2) months from the date of disbursement of loan .The Executive Director or his nominee may visit the spot and conduct the verification of utilization of loans after the completion of two months period. Provided that Executive Director shall have the authority to extend such period in case of hardship to enable the loanee making best use of loan assistance given by them .The loanee shall furnish the receipts duly attested from Sarpanch or Lamberdar of the village and Municipal Commissioner in case he/she lives in the Municipal Area regarding the utilization of loan and shall also afford all other facilities for such inspection .However ,in case the Executive Director is satisfied otherwise with the utilization of loan,he shall have the power to waive off the condition of receipts .Executive Director may delegate such of these functions and duties to officer/official subordinate to him as he may deem necessary for administrative convenience.

## **20. POWER TO AMEND REGULATIONS:**

The Board shall have the powers to make from time to time such additions , deletions , alternations or amendments in these regulations, as it may think fit.

## ANNEXURE-I

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### **RULES GOVERNING THE SCHEME “GRANT OF FINANCIAL ASSISTANCE TO PERSONS BELONGING TO SCHEDULED CASTES FOR GOING ABROAD FOR EMPLOYMENT PURPOSE.**

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1. **SHORT TIME** : These rules shall be called ‘The Rules for Financial Assistance to persons belonging to Scheduled Castes going abroad for purpose of employment.
  
2. **DEFINITION** : Unless or until there is anything to the contrary:
  - i)“Scheduled Castes “means the castes notified by Punjab Government Notification No.1520-WG©-56/3429,dated 8<sup>th</sup> September ,1956.
  
  - ii)“Competent Authority “ means the Director ,Welfare of Scheduled Castes and Backward Classes or any other officer ,duly authorised by the Government.
  
  - iii)“Director “means the Director ,Welfare of Scheduled Castes and Backward Classes,Punjab.
  
  - iv)“Loans” means the amount of loan sanctioned under these rules.
  
  - v)“Prescribed “means prescribed in the rules.
  
  - vi)“Corporation”means the Punjab Scheduled Castes Land Development and Finance Corporation Chandigarh.
3. **AIMS AND OBJECTS** :

The Government feels that the persons belonging to Sch. Castes have to face a lot of financial difficulties if they want to go abroad for employemnt purposes,because of their weak financial position because a huge amount is required to complete various formalities before they finally go out .Even if they manage some-how the requisite amount ,their families in India have to face lots of problems,particularly in case the only earning member goes aboard.

The aim of this scheme is to provide assistance in the shape of interest-free loans to the persons belonging to Sch. Castes going abroad for the purpose of employment abroad .This facility will be available only to those persons in the above category who will satisfy the Govt. regarding employment abroad in the manner prescribed.Under this scheme loans will be given to the deserving persons belonging to Sch.Castes who get employment abroad and obtain required visa from the Government under which employment is obtained .The loan will be repayable as per loan rules of the Corporation.

#### **4. PURPOSE OF THE LOAN.**

Loan under this scheme is meant to meet the preparatory and other incidental expenses required to be incurred by the candidate. The loan will also include the amount for the maintenance for family after the candidate goes abroad.

#### **5. ELIGIBILITY**

The candidate applying for the loan under this scheme should fulfil the following conditions :-

- i) He should belong to any of the Scheduled Castes.(To this effect a caste certificate from the competent authority will be the proof of the caste.)
- ii) The applicant must possess a valid passport.
- iii) He must obtain Guarantee/Voucher from the foreign employer /Government and must get the visa for the entry into Country in which employment sought.
- iv) The family income of the applicant from all sources should be less than Rs.12,000/- per annum.

#### **6. THE AMOUNT OF LOAN PERMISSIBLE**

The applicant under the scheme will be paid actual one way Air Fare of the places of their authorized employment after he fulfills the conditions enumerated under Rule 5 above and as amount of Rs.2,000/- will be paid to the family of the applicant for five months for maintenance @ Rs.400/- per mensem .The applicant will have to give the name and address of the person of his family as defined in the rules to whom this amount is to be paid.

**Note.** In case a person does not want to get full amount of loan the loan amount will be reduced as per his requirements,however there will not be any cut in the amount of Rs.2000/- meant for the family.

#### **7. REPAYMENT**

The recovery of the loan will start after six months from the date of loan is disbursed to the applicant .The part of the month in which the loan is actually disbursed will however ,not be counted for taking six months period into consideration. The installment and period in which the loan amount will be recovered shall be determined by the Executive Director of the Corporation as per rules applicable to such loans.

## **8. PROCEDURE FOR APPLYING**

The applications for loan under this scheme will be submitted in duplicate in the prescribed form to the Director, Welfare of Scheduled Castes and backward Classes, Punjab, through the concerned District Welfare Officer and after verifying the genuineness of the request and after inspecting the visa obtained will accord sanction and forward the case to the Corporation for disbursement of the loan.

## **9. SUITE FOR RECOVERY OR ANY OTHER MATTER RELATING TO IT.**

No suite for recovery of this loan or any other matter concerning this scheme shall lie outside India.

## **10. INTERPRETATION**

In case any doubt arises about the interpretation of any of the clauses of these rules, the decision of the Secretary to Government Punjab, Welfare Department shall be final.

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**Amended vide  
Orders endst  
No.SCFC/Loan  
LA.1/92/15255  
Dt.12.6.92**

**Amended vide  
Orders endst  
No.SCFC/Loan  
1/2002/11507  
Dt.18.10.2002**

**Amended vide  
Orders Memo  
No.AJWK/Loan  
/96/2291  
Dt.15.5.96**

**Amended vide  
Orders endst  
No.SCFC/Loan  
LA.1/96/28258  
Dt.30.1.96**