THE

AGRICULTURAL LOAN MANUAL

LAND IMPROVEMENT AND AGRICULTURAL LOANS ACT, IX OF 1094.

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LAND IMPROVEMENT AND AGRICULTURALA
LOANS ACT, IX OF 1094





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THE AGRICULTURAL LOAN MANUAL.

LAND IMPROVEMENT AND AGRICULTURAL LOANS REGULATION, IX OF 1094.

A REGULATION TO CONSOLIDATE AND AMEND THE LAW RELATING
TO THE MAKING OF LOANS OF MONEY BY GOVERNMENT
FOR AGRICULTURAL IMPROVEMENTS

Passed by His Highness the Maha Raja of Travancore on the 22nd May 1919 corresponding to the 8th Edavam 1094 under Section 13 of Regulation V of 1073.

Whereas it is expedient to consolidate and amend the law relating to loans of money by our Government for Agricultural Improvements;

It is hereby enacted as follows:-

- 1. (1) This Regulation shall be called "The Land Improvement and Agricultural Loans Regulation."

 Extent. (2) It extends to the whole of Travancore.*
- 2. (1) The Agricultural Improvement Loans Regulation, IV of 1066, as amended by Regulation III of 1085, shall, except as regards the recovery of advances made before this Regulation comes into force and costs incurred by our Government in respect of such advances, be repealed.
- (2) When, in any Regulation or Notification passed or issued before this Regulation comes into force, reference is made to the Regulations hereby repealed, the reference shall, so far as may be practicable, be read as applying to this Regulation or the corresponding part thereof.
- 3. Subject to such rules as may be made under Section 10, loans

 Purposes for which loans may be granted. Officer as may from time to time be empowered by Our Government, or by such Officer as may from time to time be empowered by Our Government in this behalf, for the purpose of making any improvement on land, to any person having a right to make that improvement, or with the consent of that person to any other person.

(Government letter R. O. C. No. 485 of 22 Devpt., dated 21-3-22)

G. P. T. 934. 150. 3-9-1114.

^{*}Note Section I (2)—The Regulation extends to the whole of Travancore.

The benefits of the Regulation are therefore applicable not only to persons owning Sirkar lands, but also to people owning Edavaga lands who are as much the subjects of H. H. the Maha Raja as others.

Explanation. The expression 'improvement on land' means any work which adds to the letting value of garden and dry land as well as wet land, and includes the following, namely:—

- (a) the construction of wells, tanks and other works for the storage, supply or distribution of water, for the purposes of agriculture, or for the use of men and cattle employed in agriculture;
 - (b) the preparation of land for irrigation;
- (c) the drainage, reclamation from rivers or other waters, or protection from floods or from erosion or other damage by water, of land used for agricultural purposes or waste land which is cultivable;
- (d) the reclamation, clearance, enclosure or permanent improvement of land for agricultural purposes;

Notes: Section III (1). Applications for loans are liable to payment of Court Fees. Applications for loans of sums below Rs. 5000 are liable for \(\frac{1}{2} \) Re. Court Fee and those of sums of Rs. 5000 and above for payment of Rs. 2 to whomsoever the application is presented under Rule XIV (i). The criterion for levy of stamp duty is the authority competent to grant the loan and not the officer to whom the application is presented. Applications for loans up to Rs. 200 have, however, been exempted by Government from payment of Court Fees.

Vide Huzur letter R. O. O. No. 2264 of 21 | Devpt., dated 27-3-22

2. (i) To any person having a right to make the improvement.

Loan is to be advanced only to person having a right to make the improvement or with the consent of that person to any other persons. No person who has not the right already is empowered to injure another by making an improvement which might alter the extent of the latter's interests in the holding. The right to make improvements is governed by the customary law of the country. Persons having merely a life interest in the property, persons acting as guardians, managers, agents and trustees have only limited interests and their powers to alienate or create charges on the property under their management are not always absolute. Whether a tenant can make any improvement with or without the consent of his landlord is a question to be settled by the law of landlord and tenant.

- (ii) Under Section 3; agricultural loans may be granted to a Kanour tenant for improving Kanom holding.
 - (G. O. R. Dis. No. 646 32 Rev., dated 9th May 1932).
- (iii) In regard to lands in the Edavaka villages, the consent of the Edavaka Chief should be insisted upon only in cases where it is found that the right to make the improvements within the meaning of Section 3 vests in the Chief himself.
 - (G. O. R. Dis. No. 426 | 32 | Rev. dated 2nd April 1932).

(e) the construction of works for affording facilities for the transport of materials to and from the land;

(f) the repair or renewal or reconstruction of any of the foregoing works or alterations therein or additions thereto; and

(g) such other works as Our Government may, from time to time, by Notification in Our Government Gazette, declare to be improvements for the purposes of this section.

4. Subject to such rules as may be made under Section 10, loans may be granted by such officer as may be empowered by Our Government in this behalf to owners and occupiers of arable land, for the relief of distress, the purchase of seed, cattle, manure, agricultural implements or any other purpose declared by a Notification in Our Government Gazette to be connected with agricultural objects.

5. (1) When an application for a loan is made under this Regulation, the officer to whom the application is made may, if it is in his opinion expedient that public notice of the application be given, publish* a notice, in such manner as Our Government may from time to time direct, calling upon all persons objecting to the loan to appear before him at a time and place fixed therein and submit their objections.

(2) The officer shall consider every objection submitted under Sub-Section (1) and make an order in writing either admitting or over-ruling it;

Provided that, when a question raised by an objection is, in the opinion of the officer, one of such a nature that it cannot be satisfactorily decided except by a Civil Court, he shall postpone his proceedings on the application until the question has been so decided.

6. Every loan granted under this Regulation shall be made repayable in such manner and at such time as Our Government of loans of an annuity or otherwise) within such period from the date of the actual advance of the loan, or, when the loan is advanced in instalments, from the date of the advance of the last instalment actually paid, as may, from time to time, be fixed by rules made under this Regulation.

Note to Section V (1)—"May publish".

Though the section leaves the issue of the notices inviting objections to
the discretion of the officer to whom the application is made, the
publication of a notice in form 2 annexed to the Rules is invariably
necessary (Rule XV.)

(1) Subject to such rules as may be made under Section 10, all loans granted under this Regulation, all interests (is any) chargeable thereon and costs (if any) incurred in making the same shall, when they become due, be recoverable in any of the following modes:—

(a) from the borrower as if they were arrears of land revenue due by him;

(b) from his surety (if any) as if they were arrears of land revenue due by him;

(c) except as regards the loans referred to in Section 4, out of the land for the benefit of which the loan has been granted as if they were arrears of land revenue due in respect of that land;

(d) out of the property comprised in the collateral security according to the procedure for the realisation of land revenue by the sale of immovable property other than the land on which the revenue is due;

Notes Section VII.—(i) "From the borrower."

Any property belonging to the borrower, whether movable or immovable, and whether included in the security or not, can be proceeded against for the recovery of the loan advanced to him.

(ii) "From his surety."

Any property belonging to the surety, whether movable or immovable and whether included in the security or not, can be proceeded against for the recovery of the loan granted to the person for whom he stood as surety.

A surety has, after satisfaction of the bond, a claim against the person for whom he stood as surety to the extent of the amount paid by him to Government, and on his application the Government are bound to recover that amount on his behalf from the borrower as if it were an arrear of land revenue due by the latter. (Vide Sub-section 2).

(lii) "Out of the land for the benefit of which the loan has been granted,"

Under the proviso, all interests other than those of the borrower are protected from extinction. It has been ruled that the interests of mortgagees or other charge holders in the land, existing on the date of the order granting the loan, are interests distinct from those of the borrower even though the mortgage or charge might have been previously created by the borrower himself, and also that the mortgages or charges on the borrower's or the surety's interest referred to in the proviso to Section 7 (1) are those created by the borrower or by the surety, as the case may be subsequent to the date of the loan order (vids G. O. R. Dis. No 159|1934|Rev., dated 15-2-1934). Hence whenever an enquiry under Rule 15 reveals the existence of such prior mortgages or charges on the interest of the borrower, their nature and extent should be carefully ascertained and the

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Provided that no proceeding in respect of any land under Clause (c) shall effect any interest in that land which existed before the date of the order granting the loan, other than the interest of the borrower, and of mortgagees of, or persons having changes on, that interest, and, where the loan is granted under Section 3 with the consent of another person, the interest of that person, and of mortgages of, or persons having changes on, that interest.

> amount deducted in fixing the value of the property offered as security, Loans should be granted only if the officer competent to grant the loan is satisfied that the borrower's residuary interest in the property is of sufficient value and would of itself fetch the required amount in the exent of a sale of such intesest.

(iv) Besides the interests of prior mostgages and charge holders, there may be other interests which have also been protected by the proviso from extinction. The following are instances of such other interests and the special prosecutions that should be observed in order to safeguard Government interests are shown against each—

ment.

Nature of interest.

- (1) The interests of reversioners in the estate of a Hindu female.
- (2) The interest of the junior members of a joint Hindu family.

(3) The interest of co-owners when application is made by one of several joint holders of land.

Precautions to be observed.

(I) When the applicant is a Hindu female- the consent of her reversionary heirs should be obtained.

(2) An application by the manager of an undivided Hindu family must be supported by evidence that the money is required for the improvement of land forming the family property. The loan in such a case should be paid in as many instalments as possible and care should be taken to see that the previous payments have all been properly applied before paying any subsequent instal-

(3) In such cases, no loan should be granted except on the following conditions-

(a) where the right of each pattadar is only to a share in the produce, the application for loan should be made by all the joint pattadars

(b) where the right of each pattadar is to a definable portion of the joint holding, the applicant should be required to have his portion subdivided

and separately registered,

(c) where the conditions specified ln(a) and (b) are not fulfilled, the applicant should be required to furnish collateral security which is itself sufficient for the loan applied for,

- (2) When any sum due on account of any such interests or costs is paid by a surety or an owner of property comprised in any collateral security, or recovered from a surety or out of any such property, such sum shall, on the application of the surety or the owner of such property, be recovered on his behalf from the borrower or out of the land for the benefit of which the loan has been granted, in manner provided by this section.
- A written order under the hand of the Chief Secretary to Our Government or of an officer empowered to make loans under this Regulation granting a loan to or Order granting loan with the consent of a person mentioned therein, for conclusive on certain the purpose of carrying out a work described therepoints.

in, for the benefit of the land specified therein, or for any agricultural object, shall, for the purposes of this Regulation, be conclusive evidence—

(a) that the work described is an improvement within the meaning of this Regulation;

(b) that the person mentioned had at the date of the order a right to make such an improvement;

(c) that the improvement is one benefiting the land specified; or

(d) that the purpose is one connected with an Agricultural object.

When a loan is made under this Regulation to the members of a 9. village community or to any other persons on such terms that all of them are jointly and severally Loan to members of bound to Our Government for the payment of the a Village Community. whole amount payable in respect thereof, and a statement showing the portion of that amount which as among themselves each is bound to contribute is entered upon the order granting the loan and is signed by cach of them and by the Officer making the order, that statement shall be conclusive evidence of the portion of that amount which, as among themselves, each of those persons is bound to contribute.

Nature of interest .- (contd.)

(4) The interest of a minor when his guardian.

Precautions to be observed -(confd).

.(4) Loans may be granted for the the application purports to be by improvement of the land belonging to a minor, provided the applicant is the legally constituted guardian of the minor and that the loan is asked for bona fide in the minor's interests. In this case also, the precaution of paying the loan in as many instalments as possible and watching its application should be observed as in case (2).

- 10. Our Government may, from time to time, by Notification in Our Government Gazette, make rules consistent with this Regulation to provide for the following matters, namely:—
 - (a) the manner of making applications for loans;
 - (b) the Officers by whom loans may be granted;
- (c) the manner of conducting inquiries relating to applications for loans, and the powers to be exercised by Officers conducting those inquiries;
- (d) the nature of the security to be taken for the due application and repayment of the money, the rate of interest at which, and the conditions under which, loans may be granted, and the manner and time of granting loans;
 - (e) the inspection of works for which loans have been granted;
- (f) the instalments by which, and the mode in which, loans, the interest to be charged on them and the costs incurred in the making thereof, shall be paid;
- (g) the manner of keeping and auditing the accounts of the expenditure of loans and of the payments made in respect of the same; and
 - (h) all other matters pertaining to the working of this Regulation.

RULES.

LAND IMPROVEMENT AND AGRICULTURAL LOANS RULES.

(Brought up to the end of 1938.)

In exercise of the powers conferred by sections 3, 4 and 10 of Regulation IX of 1094, the following Rules are passed by the Government of His Highness the Maha Raja, under date the 30th April 1921 corresponding to the 18th Medom 1096.

Objects for which loans may be granted for the purpose of making any improvement on land as defined in section 3 of the Regulation to any person having a right to make that improvement or with the consent of that person to any other person.

B. Subject to a minimum of Rs. 25, loans may also be granted under section 4 of the Regulation to owners and occupiers of arable lands for the following objects:—

(i) for the purchase of seed, manure, implements of farming,

or fodder for domestic or agricultural cattle.

(ii) for cattle required for breeding or other agricultural purposes,

(iii) for the re-building of houses destroyed by fire or flood,

(iv) for the purchase of machinery or other wooden appliances useful for farming or for rendering agricultural produce fit for the market.

Note:—The rupees referred to in this and other Rules are Sirkar Rupees.

11. The following officers shall be competent to sanction loans not exceeding the sums specified below:—

Officers by whom loans may be granted and the maximum amounts admissible.

Division Peishkars up to Rs. 2,000 in each case. Assistants to the Division

Peishkars if specially empowered. , Rs. 1,000 , Tahsildars , Rs. 500

Loans of sums above Rs. 2,000 and below Rs. 5,000 shall be sanctioned by the Land Revenue and Income-tax Commissioner and of Rs. 5,000 and above by Government*. Officers granting loans should invariably consult the Director of Agriculture in the case of applications for the purchase of machinery or pumping plant, in regard to the suitability, value and life of such machinery or plant for the purpose of which the loan is sought.

Amended by Not'fication Dis. No. 1160/Devpt., dated 6th October 1921.

Explanation. An Officer is not precluded by this Rule from granting several loans to the same individual, although the aggregate amount thereof may exceed the maximum prescribed. Such loans shall, however, be for distinct purposes and shall be covered by security that is sufficient within the intent of Rule XII.†

- III. (1) The ordinary rate of interest shall be 4 sper cent. per annum. The Government may, if they think fit, sanction the grant of loans in special cases or special classes of cases at special rates of interest or without interest.
- (2) In calculating interest, a period of half a month or less shall be disregarded, and any period exceeding half a month shall be taken as one month.
- IV. Interest shall accrue from the date of disbursement of the loan. If the loan is disbursed in instalments, interest on each instalment shall run from the date of the disbursement of such instalment.
- *V. Loans shall be repayable in annual instalments consisting of a fixed portion of the principal together with interest Method of recovery on the entire outstanding loan till the date of payment. The portion of the principal due for each instalment shall be fixed by the officer sanctioning the loan and shall be shown in the loan order issued. The date for the payment of each annual instalment shall be fixed so as to coincide, if possible, with the date of payment of one of the land revenue kists of the taluk and the first instalment shall be payable not less than twelve months and

[†] Amended by Notification Dis. No. 934 33 Rev., dated 14th July 1933.

[§] The rate of interest was originally 64 per cent. It was reduced to 6 per cent on loans issued on or after 1-1100 as per G. O. C. No. 1977/24/Dovpt., dated 22-9-1924. The rate was further reduced to 4 per cent by G. O. bis No. 159 of 34/Rov. dated 12-10-1934. The reduced rate of 4 per cent was to take effect from 1-1110 and was ordered to apply both to outstanding and to future loans (G. O. R. Dis. No. 385/35 Rev. & 19.2-1935.)

^{*} Amended by Notification R. Dis. 1493/37 Rev., dated 2-8-37.

i. Before this amendment the fixed annuity system under which repayments are made by equal annual instalments discharging both principal and interest was in Vogue. The annuity once settled required absolutely no alteration and the borrower had nothing to enquire but to pay his annual fixed demand, which will be apportioned between principal and interest.

ii. In cases where half yearly repayments are allowed, it will not always be possible to arrange that every instalment of repayment shall coincide with a kist date. One of the instalments may in such cases be paid on a kist date and the other on some date six months from the first agreed to by the borrower and entered in the loan order.

not more than thirty months from the date of disbursement of the loan or of the last portion of the loan, as the case may be, except in the case of

Whenever an equated payment is made, the interest on the balance of the principal which is shown as outstanding in the register should be calculated for one year or for six months, as the case may be, and the same credited as interest and the balance credited as principal and a balance struck as in the table given below. Vide Account Officer's No. T. G. 5 of 97 dated 27-1-1931.

Table showing the distribution of each repayment between principal and interest under the annuity system for a loan of Rs. 100 at 4 per cent, repayable in 10 equal annual instalments is given below:—

N. B .- In this instance it is supposed that the instalments are paid regularly.

Amount Outstanding.		Annual			Credited to									
		Instalment.		Principal.			Interest,			Balance.				
Rs.	As.	Р.	Rs.	As.	Р.	Re.	As	P,	Rs.	As.	Р.	Rs.	As	P.
100	0	0	12	5	3	8	5	3	4	0	0	91	10	9
91	10	9	12	5	3	8,	10	7	3	10	8	83	0	2
83	0	2	12	5	3	9	0	2	3	5	1.	74	0	0
74	0	0	12	5.	3	9	5	11	2	15	4	64	10	1
64	10	1	12	5	3,	9	11	11	2	9	4	54	14	2
54	14	· 2	12	5	3	10	2	2	2	3	1	44	12	0
44	12	0	12	5	3	10	8	7	1	12	8	34	3	5
34	3	5	12	5.	3	10	15	5	1	5	10	23	4	0
23	4	a	12	5	3	11	6	4	0	14	,11	11	13	8
11	13	8	12	5	3	11	13	8	. 0	7	. 7			
	,		123	4	6	100	0	0	23	4	6	İ		

Tables showing the annual and half yearly instalments for specified amounts and for stated periods under the annuity system are given in Appendix G.

iji. 'Date of payment' in the first sentence of the Rule means 'date fixed in the loan order for repayment of each instalment'.

loans for the purchase of seed for crops which cannot yield a return within 30 months, in which case the payment of the first instalment may be deferred to any date not more than 60 months from the date of disbursement of the loan or of the last portion of the loan. Subject to these limits, the date of payment of the first instalment shall be so fixed that the borrower shall, before that date, have had a reasonable opportunity by exercise of due diligence of recovering as a result of his outlay of the loan a sufficient return to meet the first instalment.

VI. The amount of the instalments and the period within which the loan shall be repaid shall be fixed by the officer granting the loan, who shall have regard to the probable durability of the improvement proposed to be effected with the loan, to the value or sufficiency of the security given and to the convenience of the borrower and the circumstances of the case; but the period so fixed shall not exceed the following maxima, namely.

(A) In the case of loans for improvement on land as defined in Section 3 of the Regulation.—

/11	word v	Years.
(1)	When the security furnished is land	20
(2)	When the security furnished is machinery	7
(3)	When the security furnished is personal	5

(B) In the case of loans for agricultural purposes as defined in Section 4 of the Regulation.—

(1) For the purchase of seed ordinarily, manure,

fodder and implements of farming

(2) For the purchase of cattle
(3) For the purchase of seed which cannot yield a return in a shorter period than 30 months

7 years.

(4) For any other purpose mentioned in Rule 1 B 10 years.

These maxima shall be reckoned from the date of the disbursement of the loan or, where the loan is disbursed in instalments, from the date of disbursement of the last instalment. Any period or instalment of repayment fixed under this Rule is liable to revision under Rule XXIII.

**The officer sanctioning the loan may, on the application of the borrower and on sufficient grounds, grant extension of time for repayment mot

exceeding one instalment period. Further extension shall be sanctioned only by the Dewan."

VII. Nothing in Rule V or VI shall prevent or debar a borrower from repaying at any time a larger sum than the annual instalment or from discharging the whole loan in a single repayment. Repayments other than

^{**} As amended by notification Dis. No. 1831/34/Rev., dated 3-11-1934.

^{*}Amended by Notification R. Dis. 1490/37 Rev., dated 2-8-1937.

the payment on the due date of the prescribed annual instalment may be classed as follows:—

- (i) Payment on the due date of a sum in excess of the annual instalment. Such excess payment should at once be credited in reduction of principal, the number of future instalments being, if necessary, reduced but no postponement of subsequent instalments being allowed, Nor shall any alteration in the amount of subsequent instalments be allowed except in the final instalment and when such alteration is necessary to adjust the balance due.
- (ii) Payment before the due date of the annual instalment. Such payment should be treated as having been made on the due date.
- (iii) Voluntary payment before the due date of any amount without reference to the annual instalment due. Unless the borrower specifically requires such a payment to be regarded as, in whole or part, an advance payment of class (ii), it should be taken wholly in reduction of principal on the principle laid down in Article 145 of the Account Code, Part I, the borrower being still liable for the annual instalment on the due date.
- *VIII. Repayment may be made either at the treasury of the taluk, or to the Proverthicar of the pakuthi in which the land to be improved or for whose benefit the loan is granted is situated. The Division Peishkar may, if he sees fit, authorise repayment at any other Government treasury.
 - **IX. If default is made in the repayment of any instalment interest at the stipulated rate shall be levied for the portion of the
 - *In cases where collections are made by village officers, both the date of actual payment in the village and the date of credit in the treasury should be shown in the register of repayments, the former being entered above the latter.
- ** Amended by notifications Dis. No. 1831/34/Rev., dated 3-11-34, R. Dis. 1490/37/Rev., dated 2-8-1937 and R. Dis. 2231/38/Rev. dated 2-12-38.
- Notes to rule IX. (i) Interest should not be recovered in addition to penalty (G. O. Dis. No. 374 [33] Rev., dated 22nd March 1933.)
 - (ii) In cases where owing to the default of the party the entire unpaid balance of the loan amount is ordered to be recovered in lump by coercive process, the question of recovering the loan on the basis of annual instalments with reference to due dates does not arise. Hence no penalty is recoverable in such cases under rule. IX (VideG. O. Dis. No. 1764/34/Rev., dated 25-10-34.)
 - (iii) In cases in which extension of time for payment of any instalment is granted by competent authority, and the party does not make the payment within the extended period, he should be treated just like any other defaulter and penalty should be recovered from him under Rule IX from the date on which he was bound to pay the amount

principal due for such instalment from the due date to the close of that year and penal interestat 12 per cent. per annum thereafter:"

Provided that the officer granting the loan shall, by an express order, waive the penalty for the period of extension granted for the payment of any instalment or when the amount of arrears does not exceed Rupees ten. No penalty shall also be charged for the period of suspension sanctioned under Rule X.

It shall be lawful for the Dewan to waive the penalty in other circumstances also. In cases where the Land Revenue and Income Tax Commissioner is satisfied that the failure to repay the loan is due to inability on the part of the borrower and that the levy of penalty would be productive of hardship he may make a recommendation to Government to waive the penalty.

X. The repayment of the annual instalment may be suspended by the officer who has sanctioned the loan when, from causes beyond the borrower's control, such repayment of the instalment becomes unduly burdensome. Whenever suspensions of revenue are granted on a large scale over a wide area, the collection of instalments of loans due during the year or years, for which suspension of revenue occurs may likewise be suspended.

All suspensions under this Rule shall have the effect of postponing the payment of the future instalments by the period of suspension and no additional interest shall be charged for such period.

Rule XI. * In the case of loans for the improvement on land, if the work fails from causes beyond the borrower's control, the Land Revenue and Income Tax Commissioner or the Peishkar of the Division, as the case may be, may upon a full report of all the circumstances of the case, sanction the recovery of the loan sanctioned by him in such instalments as he thinks fit, interest at the rate at which the loan was sanctioned being charged from the expiration of the period allowed for

as per the original agreement and the extension of time granted should be treated as cancelled. Officers granting extension of time shall order that in case payment is not made within the extended period the extension of time granted would be deemed as having been cancelled. (Vide G. O. Dis. No. 428/34/Rev., dated 4.4 34.)

^{*} As amended by notification Dis No. 1831/34/Rev. dated 3-11-1934.

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⁽¹⁾ The power to remit loans should be exercised only in exceptional cases. But mless it is proved that the borrower had good reason to believe that the work would not fail or could not repay the loan without being crippled, the amount spent on the work should be recovered in easy instalments.

the execution of the work, or may remit the whole or a portion of the unpaid balance of the loan subject to a maximum limit of Rs. 100 in each case by the Land Revenue and Income Tax Commissioner or Rs. 50 in each case by the Peishkar of the Division. If the whole or any portion of the unpaid balance of the loan exceeds Rs. 100, Government may, upon a full report of all the circumstances of the case submitted by the Land Revenue and Income Tax Commissioner, sanction the remission of the whole or a portion of the balance. The remission of advances made for the purchase of seed and other agricultural purposes as defined in Rule I B above may similarly, on receipt of a full report of the circumstances of the case, be granted by the Government, the Land Revenue and Income Tax Commissioner, or the Peishkar of the Division as the case may be, subject to the limits specified above.

XII. No loan shall be granted unless the value of the security offered is at least 25 per cent more than the amount of the loan applied for. The nature of the security to be required shall be as follows:—

(2) The amount so remitted should be adjusted in the accounts by debit to '38—Miscellaneous—miscellaneous' and credit to the Debt Head item—Agricultural Loan in the Budget.

- Rule XII.—(1) This rule provides that the value of the security should exceed the amount of the loan applied for by at least one-fourth of such loan amount. It is the value of the land in its unimproved state that should be taken into account. The valuation should be made with reference to the market value of lands in the vicinity. The officers granting loans should be guided by local circumstances of each case and guard against the real danger of overvaluation. No. application should be sanctioned unless the sanctioning authority is fully satisfied as to the sufficiency of the security offered. If the value of the security tendered be deemed insufficient for the loan, the party should be given the option of taking such reduced amount as would be covered by the security.
- (ii) Loans should not be granted on the security of encumbered lands since such encumbrances are protected from extinction by the proviso to Section 7 (1) of the Regulation. (vide G. O. Dis. No. 159/34/ Rev., dated 15-2-1934.)
- (ili) The Rules do not permit the acceptance of movable property as security for the loan, though such property will be available for distraint if default is made by the borrower or his surety. Similarly, lands situate outside fravancore should not be accepted as security for loans, as such lands cannot be proceeded against under the Revenue Recovery Regulation. (G. O. C. 2191 of 22/Devpt., dated 8th May 1932.)

A. In the case of loans for improvement of land.

(a) The land to be improved, which must ordinarily include the site of the work to be constructed, unless it is land classed as poramboke.

If the value of the applicant's transferable interest in the land to be improved is less than 25 per cent in excess of the amount of the loan applied for, collateral security shall be required.

Collateral security may consist of -

- (i) other lands belonging to the applicant;
- (ii) lands belonging to other persons who are willing to become sureties;
- (iii) personal security when the amount covered by such security does not exceed 25 per cent of the loan;
- (iv) machinery or plant installed, such as oil engine and pump, provided that the amount covered by such security does not exceed 75 per cent of its cost price; or
- (v) a combination of the forms of security permissible under clauses (i) to (iv);

When the loan is secured partly on one form of security and partly on another, then the maximum period of repayment shall be the shortest applicable to any one of the forms of security offered:

Provided also that, if the installation which is offered as collateral security is not fully the property of the borrower, as, for instance, if it

(iv) Loans can be granted on the security of enfranchised Inam Lands, but not of unenfranchised ones or Kandukrishi lands or other lands of a like tenure over which the applicant for the loan has only the interest of a tenant-at-will. The rights of both the land-lord and tenant are transferable and substantial and they may therefore be accepted as collateral security provided they are unencumbered. Loans may also be granted to a Kanam tenant for improving Kanam holding. (G. O. Dis. No. 646/32/Rev. dated 9th May 1932.)

Care should, however, be taken that the security accepted is sufficient. It will be advisable that other Pandarapattam lands are also accepted as collateral security, when loans are granted on lands held on Kanam tenure.

(v) In cases were a portion of the land on the security of which a loan is granted is acquired for public purposes, the owner of the land (mortgagor) should be allowed to elect whether the amount of the award should be credited towards the liquidation of the loan or whether he will furnish such additional security as may be equivalent to the land taken up. has been purchased on the hire-purchase system, any balance due upon that installation shall first be paid off out of the loan amount before any further sum is disbursed and the officer disbursing the loan shall statisfy himself that the installation has been fully paid for before making any further disbursement of the loan granted.

- (b) When a loan permissible under Section 3 of the Regulation is applied for by the members of a village community or by a group of cultivators on their joint personal security, the Division Peishkar may, at his discretion, advance on such security an amount not exceeding five times the annual assessment of the land registered in the names of the applicants.
- (c) If the security offered is otherwise satisfactory, a loan may be granted to a person who is in arrear for a previous loan.
- B. In the case of loans for agricultural purposes as specified in Rule IB-

The applicant's transferable interest in lands held by him, provided that if the value of such interest does not exceed by one-fourth the amount of the loan applied for, collateral security shall be required. If the loan is repayable within two years, personal security alone may be accepted. In other cases collateral security shall be given.

Loans repayable within two years and not exceeding Rs. 200 in amount may also be granted on the personal security of the applicant or the joint personal security of the applicant and one or more other persons.

•XIII. If at any time the Division Peishkar is satisfied that any person who has received a loan has failed to perform any of the conditions on which it was made, or that the tax due to the Sirkar or Sreepandaravagai or the Jenmikaram in respect of the properties secured for the loan is allowed to fall into arrears he may, after recording in writing the grounds for his decision, proceed to recover forthwith from such person or from any surety of such person the entire unpaid balance of the loan, together with any interest payable thereon and costs, as arrears of land revenue:

Provided that such officer may at his discretion so recover any sum less than the whole balance of the loan without prejudice to his right to

recover the remainder of such balance at any subsequent time.

Provided also that in the case of loans sanctioned by the Land Revenue and Income Tax Commissioner or the Government, the Division Peishkar should not exercise these powers without obtaining the previous sanction of the Land Revenue and Income Tax Commissioner or the Government, as the case may be.

XIV. ** (1) An application for loan may be made in writing either direct to the officer or the authority competent to grant the loan, or through any revenue officer of a grade not lower than that of a Tahsildar.

^{*}As amended by Notifications Dis. No. 1160 of 21/Dept., dated 6-10-1921, and Dis No. 2361/38 Rev. 17-12-1938.

^{**}As amended by G. O. Dis. No. 1525/33/Rov. dated 11-11-1933.

- (2) It need not be in any special form but should contain the following information, namely, the name of the Pakuthi and Muri in which the applicant resides, the name of the applicant, the number of his patta, the amount of loan required and the purpose for which it is required with particulars of the security offered. All other information will be obtained by the officer making the local inquiry under the next succeeding Rule.
- **(3) The application, if presented under sub-rule (1) to an officer other than the officer competent to grant the loan, shall after necessary enquiries under the Rules be forwarded with definite recommendations without delay to such officer.
- †XV. No loan shall be granted without a local enquiry. On receipt of an application, the Deputy Tahsildar or any other higher officer shall cause a notice in Form No. 2 hereto annexed to be put up in the Pakuthi Cutcherry that he intends to hold an enquiry into the application and will be prepared to receive and consider objections to the grant of the loan. As soon as possible after such notice, he shall, if necessary, inspect the land or lands to be benefited or offered as security and make summary enquiry in the Pakuthi as to the correctness of the statements made by the applicant in the application and submit a report in Form No. 5 hereto annexed containing full remarks in regard to objections, if any have been received.
- XVI. The personal attendance of the applicant is not necessary but he may be required by notice in Form No. 3 hereto annexed to appear at any time, in person or by duly authorised agent at his option, and in case of default the application may be rejected.
- XVII. No loan under these Rules shall include a fraction of a rupee. \dagger

^{**} As amended by Notification Dis. No. 1525/33/Rev , dated 11-11-1933.

[†]As amended by Notification Dis. No. 1126 of 21/Dvept., dated 2nd September 1921.

[†] As amended by Notification Dis. No. 873|24/Development, dated 7th May 1924.

The application and the declaration in Form 5 should be signed by the applicant himself, though he may appear for enquiry or for taking payment either in person or by a duly authorised agent. The notices should be in duplicate.

Applications for loans should not be rejected on frivolous or insufficient grounds or for want of funds. An application once rejected for default or other causes cannot be admitted to the file, but a fresh application in respect of the same matter may be received.

*XVIII. Attention shall be particularly directed to ascertaining the bonafides and the solvency of the applicant and the sufficiency of the security offered. Careful enquiry shall be made in order to ensure that (1) the applicant is not only the registered holder, but also the real owner, both of the lands to be improved and also of the lands offered as collateral security, (2) his surety or sureties are likewise not merely registered holders but also real owners of the lands offered by them as collateral security, and (3) if any one of them has only a divided interest. it is not cubarged beyond the extent of his own individual interest therein except with the written consent of the other joint owners. Whenever land or other immovable property is offered as security or collateral security, requisition in form No. 6 hereto annexed shall invariably be made to the Sub-Registrar concerned, for an encumbrance certificate in respect of every item of the properties so offered either as security or as collateral security and the properties in question shall be entirely free of encumbrances as per the encumbrance certificate and as elicited in the enquiry conducted by the Tahsildar. The search in the Registration Department should be for 12 years preceding the date of the application for the loan or for such longer period as the circumstances of each case may demand.

XIX. Applications from mortgagees, though in possession, for loans for the improvement of land shall not, ordinarily, be complied with.

XX. When the work to be undertaken would cost more than Rs. 5,000 and is one requiring professional skill, the applicant may be required to submit to the officer making the local enquiry an accurate plan, specification and estimate for the work. If the applicant is unable to furnish such plan, specification and estimate, the Division Peishkar may cause them to be prepared on behalf of the applicant, first requiring him to deposit such sum of money as may, in the opinion of the Division Peishkar, be sufficient to cover the cost, or, if he thinks fit, calling upon him to give security for the repayment of the same.

^{*} As amended by notification Dis. No. 1891|34|Rev. dated 3-11-1934.

⁽i) No distinction need be made between the well-to-do and the poor in the matter of granting agricultural loans subject to the general principle that the rich men should not be benefited at the expense of the poor by distributing the major portion of the allotment of loans in a Taluk among a few rich or influential persons and neglecting the poor (G. O. Dis. No. 891 of 28 | Rev., 20th June 1928).

⁽ii) The search fees payable to Government for encumbrance certificates have been waived by Government in respect of all loan applications (G. O, Dis. No. 115 of 21 Devpt. dated 26th September 1921.)

*XXI. If, after local enquiry and such further investigation as may be deemed necessary, the Division Peishkar, or other officer granting the loan, is satisfied that the loan may be granted, he shall record a decision to the effect that the loan asked for, or a less sum, may be given and shall then at once issue an order granting the loan. In the case of loans exceeding Rs. 2,000, the loan order will be issued by the Division Peishkar after obtaining the sanction of the Land Revenue and Income Tax Commissioner or the Government, as the case may be.

Loan orders may be revised under the following circumstances: -

i. When the second instalment of a loan is not issued at all or is not issued at the time fixed when the first instalment is issued.

ii. When the payment of an instalment is suspended necessitating the postponement of all further instalments.

Note:—A mere extension of time for the payment of an instalment does not amount to a suspension.

iii. When the number of instalments allowed for repayment of the loan is subsequently altered.

iv. When the date fixed for the repayment of a loan is altered.

Notes: ~(1) The authority which sanctioned the loan may sanction the revision of the loan order himself in cases falling under (i), (ii) and (iii) above. In cases falling under (iv), the revision may be sanctioned by the authority that sanctioned the loan, if the interval between the date originally fixed for repayment and that newly fixed does not exceed twelve months. In all other cases, the revision of the loan order will require the previous sanction of Government. In the case of loans exceeding Rs. 2,000 revised loan orders will be issued by the Division Peishkar after obtaining the sanction of the Land Revenue and Income Tax Commissioner or the Government, as the case may be.

(2) When a loan order is revised, the original loan order issued should be got back from the borrower, duly cancelled and kept in the file.

XXII. An order granting a loan shall be in Form No. 7 hereto annexed and shall be signed by the applicant in token that he understands and agrees to the conditions contained therein. In the case of

^{*}Ae amended by Notifications Dis. No. 1160 of 21 Devpt., dated 6th October 1921, Dis. No. 1831/34/Rev. dated 3rd November 1934. and R. Dis. No. 2113/38/Rev. dated 22-11-38.

Notes to Rule XXII (1) Loose sheets of Loan order forms should be atteched into books of convenient size and supplied to Tahsildars. In the case of loans granted by the Tahsildars, a notice in form No. 3 should be sent to the party to appear and receive payment. Loan order should be made out when the party appears and his signature should be taken in the Taluk Register of loan orders kept in bound volume and on one loose copy, which should be delivered to the party. The borrower's signature should be attested by the Tahsildar and no delay should be allowed to occur after

illiterate applicants their marks should be taken instead of signatures, the marks being attested by two respectable literate witnesses. The security bond to be taken when collateral security is offered shall be in one or the other of Forms Nos. 8 and 9 hereto annexed.

An order rejecting an application for a loan shall be intimated to the applicant by a notice in Form No. 4 hereto annexed

The Peishkar of the Division shall make provision for as-XXIII. certaining and securing that such loans are duly applied Inspection of to the purpose for which they are made and for the works. proper inspection of works in course of construction. If it should then be found that the work has not been carried out in substantial conformity with the proposals made or that the loan has not been applied for the purpose for which it was made, the Division Peishkar' or, in the case of loans sanctioned by the Land Revenue and Income Tax Commissioner or the Government, the Land Revenue and Income Tax Commissioner or the Government, as the case may be, may either require immediate repayment of the whole amount advanced with interest at 4 per cent, and costs, if any, or alter the instalment fixed under Rule VI, so as to ensure repayment of the loan within the period for which the improvement is likely to last.

the preparation of the loan order and execution of the necessary security bonds, in disbursing the amount. In the case of loans granted by the Land Revenue Commissioner or by the Government, the Division Peishkar will make out the loan orders in triplicate and forward them to the Tahsildars concerned who will take the signatures of the parties on the loan orders. The Tahsildar will copy out the loan order into the bound volume kept in his office and take the signature of the borrower thereto. The serial number according to the Taluk register will be affixed to the loan order in addition to the number fixed by the Division Peishkar, the former number being the one to be entered in the register of advances and repayments. One copy of the loan order will be given to the borrower, the second will be returned to the Division Peishkar for being preserved in his office and the third will be pasted in another file maintained for the purpose in the Taluk office.

(ii) When security of immovable property is taken from both the borrower and from a surety or sureties, a separate bond should be taken from each of them

(iii) The security bonds should be registered under the Registration Regulation.

Notes to Rule XXIII (i) While in progress, works for which loans have been granted should be inspected as often as possible by the village Officers, Tahsildars and Division Peishkars and all cases of undue delay, neglect or probable misapplication of loans should be promptly noticed and necessary action taken.

(ii) Extension of time for the completion of works. Sufficient time should, in the circumstances of each case, be allowed in the first instance for the completion of works. But if it should then be found that the work is still incomplete, Division Peishkars may grant extension of time beyond the period allowed in the first instance for the completion of works, subject to the maximum prescribed in Rule V.

XXIV. Every Tahsildar shall keep a register of loans and repayments relating to his taluk in Form No. XIII hereto annexed and such other accounts and statements as may, from time to time, be prescribed by Government.

XXV. Disbursement of loans under the Regulation shall ordinarily be made in two instalments, but the sanctionloans when it appears to him that there are reasonable grounds for so doing. When an order granting a loan has been issued, every reasonable facility shall be given to the recipient to obtain the money promptly. Officers empowered under these Rules to grant loans should endeavour during their tours to personally disburse any sums payable to borrowers after satisfying themselves as to their identity.

XXVI. Nothing in these Rules shall be deemed to affect any power of Government to grant in special cases loans under the Regulation

Notes to Rule XXIV-1. Registers and accounts to be maintained by several officers.

- (1) Land Revenue Commissioner and Division Peishkars. The Land Revenue and Income Tax Commissioner and the Division Peishkars should maintain only the Register of applications in Form I and the Index to that register in form I A. Particulars of applications referred to them by higher authorities should also be included in this register. Applications received by them will be referred to their subordinates for enquiry and report, or for disposal as the case may be, and in cases where they sanction loans, the records will be finally sent to the Tahsildar of the Taluk where the loan is to be utilised, as it is he who is responsible for the recovery of the loan. A copy of the order sanctioning the loan will be forwarded to the Account Officer by the Division Peishkar, before the records are so transferred.
- (il) Tahsildars. The Tahsildars shall maintain all the registers and accounts mentioned in Appendix C. The taluk loan registers and accounts will include transactions of loans sanctioned by the Division Peishkars, the Land Revenue Commissioner and the Government.
- (iii) Proverthikars. The village officers should maintain a register in form No. 22 showing the advance made to cultivators and the number and amount of instalments in which the loans are repayable and also a file book of advices of advances in form No. 20.
- (iv) Divisional Treasury Officers. They shall maintain the registers and accounts mentioned in Appendix D.
- Rule XXV—Disbursements of leans. Loans are to be disbursed ordinarily in two instalments. The rule, however, does not preclude disbursement in a single instalment when the officer granting the loan finds that there are grounds for so doing. When loans are advanced in more than one instalment each subsquent instalment should be paid only after inspecting the works and satisfying that the first instalment advanced has been properly utilised.

on terms other than those hereintofore prescribed or to affect the terms of any special agreement under which any loan under the Regulation has been or may hereafter be granted or the terms of any unexpired settlement.

XXVII. Loans under the above Rules may be granted in the shape of seed, seedlings, manure or implements in place of money; and in such cases the value of such seed, seedings, manure or implements as fixed by the Department of Agriculture, and not the quantity supplied should be entered in Forms 1 to 9 of these Rules. In such cases, the authority granting the loan shall send a copy of the loan order to the nearest officer of the Agricultural Department in charge of deposits for the sale of the articles specified, and the latter shall issue the same, obtain the necessary receipt from the borrower and transmit the same promptly to the officer granting the loan.

*XXVIII. (a) An appeal shall lie to the Division Peishkar against the order or decision of the Tahsildar in the following cases:—

i. When an application for loan is rejected.

i. When only a portion of the amount applied for is sanctioned.

iii. Against an order fixing the number of instalments for repayment of the loan or refusing to grant extension of time for repayment of the loan, under Rule VI.

v. Against an order imposing penalty under Rule IX.

v. Against an order passed under Rule XIII. vi. Against an order passed under Rule XXIII.

(b) An appeal against an original order passed by the Division Peishkar shall lie to the Land Revenue and Income Tax Commissioner and from an original order passed by the Land Revenue and Income Tax Commissioner to the Dewan.

(c) The Land Revenue and Income Tax Commissioner may also revise an appellate order passed by a Division Peishkar. The Dewan may revise either on application received from parties or of his own accord any order passed under these Rules.

(d) The appeal and revision petition shall be presented within 60 days of the date of the order or decision complained of or the date of its receipt by the party. The petition shall be accompanied by an attested copy of the order appealed against or sought to be revised. The time taken to obtain the attested copy shall be excluded in computing the time for the presentation of the petition. Petition presented after 60 days may also be admitted if the officer is satisfied of the grounds for delay. Pending disposal of a petition, the appellate or revisional authority may suspend the execution of the order complained of. No order in an appeal or revision shall be passed without previous notice to the party to be affected thereby.

^{*}Added by Notification Dis. No. 1831/34/Rev., dated 3-11-34.

APPENDIX A-MISCELLANEOUS.

- 1. Explanation of Forms. The following are the instructions for the preparation of accounts, returns etc. in the prescribed forms.
 - Form No. 1. Register of applications. This form can be used for all classes of loans as per sections 3 and 4 of Regulation IX of 1094.
 - (2) Form No. 2. Notice of enquiry. This notice should be invariably issued by officers before they proceed to conduct the local enquiry prescribed in Rule XV.
 - (3) Form No. 3. Notice to applicants. This is a common form of notice to be issued to the applicants. Summons under the Revenue Summons Regulation need not, therefore, be issued to applicants for loans and their sureties.
 - (4) Form No. 4 Notice to applicant intimating rejection of the application. (Vide Rule XXII).
 - (5) Form No. 5, Report of the officer conducting local enquiry.

 This form should be used for all classes of loans. The officer conducting the local enquiry should obtain the signature of the applicant to the declaration made by him regarding the nature and extent of the encumbrances on the land tendered as security.
 - (6) Form No. 6. Reference to the Registration Department for encumbrance certificates. Copies of requisitions for encumbrance certificates should be kept in counterfoils in a bound book and when reply is received it should be noted in the counterfoil, the certificate itself being filed with the records of the case.
 - (7) Forms Nos, 1, 8 (a), 8 (b), 9 (a), 9 (b) and 9 (c)—Loan order and security bonds (Viáe instructions under Rule XXII.)
 - (8) Form No. 10. Voucher. The voucher on which amount of a loan is drawn should be passed for payment by the officer sanctioning the loan, unless a copy of the loan order is attached to the voucher.
 - (9) Forms Nos. 11 and 12—Statements showing daily disbursements and daily collections of regayments. These two registers are to be maintained in the Taluk Treasuries, as also in the Divisional Treasuries which disburse loans and collect repayments. In taluks where there are no sub-treasuries the Tahsildars should also maintain similar registers, the last column but one in the two statements being suitably modified as 'Initials of the Tahsildar'.'
 - (10) Form No. 13. Taluk register of advances and repayments. This register, which is otherwise called the ledger accounts, shows the transactions with each individual borrower. It should be carefully and correctly maintained in the Taluk Offices in bound volumes. The loan order number should be serial for each year. If necessary, the year in which the loan order was issued can be indicated by noting it as a denominator.
 - Whenever a payment is made to or a repayment is made by a borrower, in the Treasury, advices should immediately be sent in each case to the Taluk office from the Treasury.

- (11) Form No. 14. Register showing action taken for recovery of defaulted instalments. This register is to be maintained by Tahsildars. This will show the coercive steps taken to recover amounts that have fallen due.
- (12) Form No. 15. Plus and minus memorandum. This is to accompany the monthly or half yearly treasury account current of the Divisional Treasuries sent to the Account Office. This statement should be prepared in the Divisional Treasury. Advances and recoveries under the Loans Regulation should be shown in the plus and minus memorandum according to the several classes of loans and rates of interest, so that any difference noticed may be traced to the category to which they belong. When the Divisional Treasury Officer discovers that his accounts require correction on account of wrong credits and adjustments it is his duty to propose an alteration memorandum. When that alteration is accepted and not till then, he is at liberty to alter his accounts. In order to avoid differences between the Treasury figures and the administrative accounts, Divisional Treasury Officers should see that both sets of accounts are closed on the same day of the month and are invariably compared each month.
- (13) Form No. 16. Statement showing the disposal of applications and disbursements of loans. The Tahsildars should send up the statements to the Division Peishkars so as to reach them on or before the 5th of the succeeding month. The Division Peishkars should forward their consolidated statements in form 16 A, with review thereon to the Land Revenue Commissioner, so so to reach the latter on or before the 10th of the succeeding month. A quarterly consolidated statement for the whole State will be sent up to Government with a brief review thereon by the Land Revenue Commissioner before the 20th of the month succeeding each quarter.

(14) Form No. 17. Posting statement showing the nature and extent of improvements carried out with the aid of advances. This register is to be maintained in the Taluk office.

- (15) Forms Nos. 18 and 19. There are annual statements to be submitted by Tahsildars to Division Peishkars along with the Annual Administration Reports The Division Peishkars will forward similar consolidated statements to the Land Revenue Commissioner along with their Administration Reports.
- (16) Form No. 20 Advice of payment. This is to be maintained in triplicate. Immediately after payment is made an advice should be sent to the Division Peishkar and Proverthikar, one copy being retained in the Taluk as office copy.
- (17) Form No. 21. The Tahsildars should inspect the lands for the improvement of which loans are advanced and certify as to the due application of the amount advanced and these certificates will be filed along with the records of each case. If the work has not been carried out in substantial conformity with the proposals made, or if the loan has not been applied for the purpose for which it was granted, the Tahsildar shall forward a duplicate copy of the certificate to the Division Peishkar for necessary action under Rule XXIII.

- (18) Form No. 22. This is a register to be maintained by the Proverthikar on receipt of the advice in form No. 20.
- (19) Form No. 23. This is the form of advice of payment of loan instalments to be sent by Treasury Officers to the Taluk Tahsildars, when disbursements are made in Treasury.
- (20) Form No. 24. This is the form of advice of recoveries on account of advances to be used by both Sub and Divisional Treasury Officers. When repayments are made either in the Taluk Treasury or in the Divisional Treasury, intimation of the fact of recovery should be given by the officer concerned to the Tahsildar in this form.
- (21) Form No. 25. The Tahsildars should send a quarterly D. C. B. statement in this form to the Division Peishkars, so as to reach the latter before the 10th of the month succeeding each quarter. The Division Peishkars and the Commissioner, Devicolam, will submit similar consolidated D. C. B. statements to the Land Revenue and Income tax Commissioner so as to reach the latter on or before the 20th of the month succeeding each quarter.
- (22) Form No. 26. This statement has to be sent by the Account Officer to the Land Revenue and Income-tax Commissioner every half year'
- (23) Forms Nos. 27, 28 and 29. These statements have to be sent to the Account Officer by the Divisional Treasury Officers along with the monthly cash accounts and list of payments.
- Disposal of records.
- The records of cases in which loans have been granted should be indexed and filed in serial order according to the number of the loan orders and carefully preserved. The records of each case should be complete by itself; there should be (1) an application (2) originals of notices in ferms 2, 3 and 4 as the case may be (3) report of the enquiring officer (4) certificate from the Registration Department (5) a completion certificate or other report that the loan has been appropriated to the purpose for which it was granted (6) a copy of the loan order and (7) the security bonds taken from the borrowers or sureties. The loan orders should be kept in a bound volume. As the Tahsildars are the officers responsible for the recovery of loans, records of cases in which loans are sanctioned by superior officers should be transferred to the talux office.
- 3. Grant of copies. Papers connected with enquiries regarding advances under the Land Improvement and Agricultural Loans Regulation should be treated as confidential and copies of such records should not be granted without the sanction of the Division Peishkar. In the case of loans sanctioned or rejected by the Land Revenue and Income Tax Commissioner or the Government, the grant of copies requires their previous sanction.
- 4. Destruction of records. Records of cases in which loans have been granted may be destroyed 5 years after the date of the complete recovery of the loan, unless they are required for any suits pending on the expiry of that period in which case they must be preserved till after their necessity is over. In rejected cases the records may

be destroyed 2 years after the date of rejection of the application. Care should be taken to see that documents and exhibits, if any, not required for record are returned to the parties before the records are destroyed.

- The security bond should be returned to the party one year after the final liquidation of the loan covered by such bond, a memorandum to show that it has been returned being entered upon the records of the case. In cases where the party requires a formal release deed, it should be executed in his favour, provided he bears the incidental costs (G. O. R. O. C. 4858|32, dated 10-12-1932.)
- 5. Periodical Returns and Statements. The periodical returns and statements prescribed by Government are shown in Appendix E with the dates on which and the officers by whom and to whom they should be forwarded. The forms of the registers and returns are given in Appendix B.
- 6. Budget grant. As soon as the Budget is sanctioned, the Land Revenue Commissioner will cause the allotment provided under Agricultural loans to be distributed among the several taluks, one copy of the distribution statement being forwarded to the Account Officer. The expenditure for each taluk should be kept within the amount allotted to it. If an additional grant is required it should at once be applied for and no payment should be made before the additional grant is obtained. A quarterly statement of expenditure in Form No. 16 B should be forwarded to the Account Officer for each Taluk through the Divisional Treasury Officer, who will also record the fact of verification in it.
- 7. Inspection of records by superior Officers. The Division Pelshkars shall examine once a year the records of all loan cases in the taluk offices and the registers and accounts maintained in those offices and in the Divisional and Sub Treasuries. Immediate steps should be taken to rectify the errors and supply the omissions noticed. A list of questions to be answered at Taluk and Treasury inspections is given in Appendix F. Division Pelshkars should answer these questions in detail and forward a copy of their inspection report to the Land Revenue and Income-tax Commissioner.

APPENDIX B-FORMS.

No. 1—Register of applications for Loans under the Land Improvement and Agricultural
Loans Regulation, IX of 1094.

Taluk of Division of for the year

		. 8418m9 A		
	Amount sanctioned. Number and date of loan order as per register of repayments.		13	
	Whether loan sanctioned or refused.	(If refused brief reasons for refusal.) Number and date of disposal.	12	
		Date of receipt of reply.	=	·
	References	Date of reference.	2.	
	u	To whom,	6	
	Amount P urpose of loan for which equired, required.		æ	
	Amount of loan frequired,		7	ર્શ - વિ - વિ
	Name of pakuthi and muri in which the loan is to be utilised.		9	
	Name and father's or Name of father's or Name of father tan's and murname and in which residence the foun of appli- is to be cant.		13	
	If application is received through other officers	Number and date of refer- ence.	4	
		Officer from whom received.	8	
	Date of receipt of application in the taluk.		п	
	Te in Su	or.	1	

Index to Application Register. Note—Cases disposed of should be denoted by enclosing the number by a circle thus.

No.	Names of pakuthis in alphabetical order.	Numbers of cases in the application register.	Total in each pakuthy.
1	2	3	4
		•	
			•.

No. 2—Notice of enquiry to be held in connection with applications for loans.

NOTICE.

Notice is hereby given that son or anandaravan of residing at pakuthl and muri, taluk, has applied for a loan of Rs. from Government for the purpose of and has offered survey No. of pakuthi in taluk as security for the same. The undersigned will hold a local enquiry in the pakuthi in connection with the application on and will be prepared to receive and consider objections to the grant of the loan, which shall be made either in person or in writing on that day.

Place Date.

Designation.

No. 3.—Notice to applicant under the Land Improvement and Agriculural Loans Regulation IX of 1094.

То

son or anandaravan of

residing at

pakuthi and muri

Whereas you are required to appear personally or by agent to give the following information regarding your application for a loan of Rs. (here enter particulars) or to execute the necessary documents and receive payment of the loan applied for, you should appear before the (date) at

If you fall to appear, your application will be rejected.

Camp.

Date.

Tahsildar.

Note.—This notice is to be sent in duplicate; one copy is to be delivered to the applicant or to some adult male member of the family at his usual place of abode, or to his authorised agent, and the other is to be returned to the Tahsildar with the signature of the applicant or his agent. If service cannot be made, the notice must be returned with a note to this effect giving the reasons for failure. Whenever convenient, this notice may also be sent to the party by post or anchal.

No. 4.—Land Improvement and Agricultural Loans Regulation, IX of 1094.

Notice to applicant intimating the rejection of his application,

Application No. of on the file of the Tahsildar of Taluk Division.

(Name) of pakuthi and muri is hereby informed that his application for a loan of Rs. under the Land Improvement and Agricultural Loans Regulation has been rejected for (state here briefly the grounds of rejection).

Vide this office order dated

on application No.

οť

Station.

Date.

Tahsildar.

NOTE—This notice should be prepared in duplicate and one copy delivered to the party, or if he could not be found, it should be left for him with some adult male member of his family residing with him. The other copy should be returned to the Tahsildar with the certificate under the hand of the server as to the mode in which the service was effected. Whenever convenient, this notice may also be sent to the party by post or anchal

No. 5.

Land Improvement and Agricultural Loans Regulation,

Loan application

No.

Pakuthi and Muri

From

To

No.

Dated.

Submitting report of enquiry.

No. 5.—Report of the Officer conducting local enquiry.

- 1. Serial number of application.
- (i) Name and pakuthi of applicant.
 - (ii) Amount of loan applied for.
- (i) Pakuthi, Survey Number, description (dry or wet), area, assessment, of land, to be improved.
 - (ii) purpose for which loan is sought.
- 4, (i) Is the applicant the sole owner of the land or does he own it in common with any others and, if the latter, is he the managing member of the family?
 - (ii) If the applicant is a joint pattadar, have the other joint holders consented to the proposed improvement in writing? What is the extent of the applicant's interest in the joint holding and whether they consent to have the applicant's share sub-divided?
 - (iii) If the application has been made on behalf of a minor, is the application signed by his legally constituted guardian? The same particulars as to the extent and nature of the minor's interest in the land as under 3 (i) should be added here.

- (iv) If the applicant is a Hindu widow, do her reversionary heirs consent to the Improvement?
- 5 Is the application bona fide and is the applicant solvent?
- 6. Is he in arrears to Government for land revenue or for any instalment of a loan previously obtained?

7. Security-

- (a) If it is the land to be benefited .-
 - (i) Does the site of the proposed improvement lie in the land to be improved?
 - (ii) The present value of the applicant's interest in the land, and, in the case of applications for loans for sinking, deepening or improving wells or tanks, where the existence of a supply of water has been proved either by boring or otherwise, the prospective increased value of that interest after the well or tank has been sunk, deepened or improved, with grounds for valuation.
 - (iii) Are there any pre-existing encumbrances? What are the names of the mortgagees and the amount of their claims?
- (b) personal-
 - . (i) Names, status and solvency of sureties.
 - (il) Amount agreed to be secured,
- (c) If lands other than the land to be benefited.—
 - (1) Survey number, description, extent and assessment of the land and the estimated present value of the applicant's or the surety's interest with grounds for the valuation.
 - (ji) Whether the lands are registered in the name of the applicant or the surety and whether they are in his possession and free from encumbrances and the nature and extent of their interest in the land.
 - (iii) If the land is already encumbered, who are the mortgagees and what are the amounts? Does the excess of the value of the land over the amount of encumbrances cover the amount of advances to be made?

(d) If property other than land :-

If description, situation and value with positions of building, well, trees, etc., the nature and extent of pre-existing encumbrances, if any.

(e) If agricultural machinery or plant to be purchased.

Description and value of such machinery or plant and how long it is likely to last.

- Note Distinction should be made between land offered as security belonging to the applicant and that belonging to the sureties in case where sureties offer collateral security. If the land forms portions of a field, it should be subdivided.
 - Objection of third parties, if any, to the proposed improvement.
 - Date on which the improvement is expected to begin to yield profit.
- 10. Recommendations of inspecting officers and the amount of loan recommended.
 - Result of verification, if any, of the lands offered as security in the Registration and revenue offices of the taluk.

Declaration by applicant surely

I, the applicant surety

for the above loan do herehy solemnly declare that the particulars recorded as above regarding the nature and extent of the encumbrances on the property offered as security as true to the best of my information and belief and that I believe that there are no other encumbrances on the property.

Decision of the officer competent to sanction the loan. (If the Tahsildar is not the competent officer, his recommendations).

Officer conducting local enquiry,

Taksildar,

				25				
No. 6.—Reference to Registration Department for Encum- brance Certificates.	Da n The Tahrildar of	To The Sub Booletine of	Sir, As the undermentioned ryot has applied for a loan of Rs. from Government under the Land Improvement and Agricultural	Loans Regulation, I have the honor to request you to be good enough to cause the necessary search to be made for encumbrances on the lands noted below and to furnish me with an encumbrance certificate at an early date-	Number and Name of Wet or Survey. Extent. Assessment.	pakuthi. cant. dry. So Se Acre. C. Rs. Chs. C. E	I have the honor to be, Sir, Your most obedient servant,	Tahsildar.
No. 6.—Reference to Registration Department for Encumbrance Certificate.	No. Dated	The Sub-Registrar of	Name of applicant Amount of loan required	Particulars of land for which encumbrance certificate is required.	Name of Wet or Survey No. Extent, Assessment, pakuthi. dry. and letter.	Acre. C. Rs. Chs. C.	Remarks-	Tahsildar,

*No. 7. Order granting a loan under the Land Improvements and Agricultural Loans Regulation IX of 1094.

No.

1. The sum of Rs. is granted to caste calling son or an and aravan of residing at (with the consent off the record of which is hereto annexed) as loan under the Land Improvement and Agricultural loans Regulation, IX of 1094, for the purpose of for the benefit of the land mentioned and described in the schedule hereunder written subject to the following conditions

2. The conditions referred to are as follows:—

(a) 'i) That the amount of the loan shall be paid to the aforesaid (name of borrower) in instalments on the execution of the necessary security bonds, the first instalment being paid on the production of the order at (here enter place at which the order may be presented for payment) or before the Tabsildar, the Assistant to the Division Peishkar, or the Division Peishkar during their tours, and the second and subsequent instalments similarly on proof that the previous instalments have been properly utilised.

(ii) That the tax due to the Sirkar or Sreepandaravagai or the Jenmikaram in respect of the properties secured for the loan shall be paid

regularly.

(iii) That if the first instalment has not been utilised within the

period of (here enter period allowed for the first instalment) or

(iv) If it shall be proved to the satisfaction of the Division Peishkar that any portion of the loan has been misapplied to any other purpose than that above specified or that the tax due to the Sirkar or Sripandaravagai or the Jenmikaram in respect of the properties secured for the loan is allowed to tall into arrears or that the whole amount of loan has not been fully applied to the purpose for which it was granted within the period of (here enter period allowed for utilisation of full amount of the loan) the whole unpaid balance of the loan or such portion of it as the Division Peishkar (or the Government or the Land Revenue Commissioner, as the case may be) may determine with interest at 4 per cent. and costs, if any, shall be deemed to at once become due.

(v) If, however, the work should fail altogether or if the loan has not been applied for the purpose for which it was made owing to causes over which the borrower has no control, the Division Peishkar (or the Land Revenue Commissioner or the Government) will determine whether repayment in whole or in part shall be required.

^{*} Amended by notifications R. Dis. 1490/37/Rev., dated 2.8-37. and D. Dis. No. 2361/38/Rev., dated 17-12-38.

[†] To be inserted when the loan is being granted with the consent of the person having the right to make the improvement to person not having that right.

Here describe the work to be carried out or the purpose for which the loan is applied for.

number of instalments and to increase the amount of the annual payment so as to recover the loan within a shorter period than herein allowed if he finds the work after completion not sufficiently durable to last for the period originally mentioned in the lean order.

(ii) Such annual payment shall be made to the Proverthikars of the pakuthies or to the Tahsildars and is in addition to the land assessment.

(iii) If default in the payment of annual instalment on account of the loan occurs and recovery cannot otherwise be made, the entire unpaid balance of the loan or such portion of it as the officer granting the loan may determine, shall be deemed to at once become due and the whole of the land specified under condition (c) as well as in the schedule referred to in paragraph 1, or such portion of it as the officer granting the loan may deem necessary, shall be sold for the recovery of the amount with interest thereon and expenses of sale, if any.

(c) That for the repayment of the loan with interest and costs, if any due on the same, the immovable property specified below is (in addition to the land, for the ibenefit of which the loan is granted), hypothecated as collateral security to Government.

Division Peishkar.

I have understood and agreed to the aforesaid terms and conditions.

Signature of borrower.

The schedule referred to in paragraph 1. The land for the benefit of which this lcan is granted.

Taluk.	Pakuthi.	Survey No. Sub-division	Wet or	Exte	nt.	Boundaries.		Remarks.
20.02		No. or letter	_dry.	A.	c.		eto.	
								·

*Note.—All immovable property hypothecated as collateral security whether by the borrower himself or by a surety or sureties should be specified immedistely below the clause (c) of the order granting the loan and should, as well as the land to be improved be described as nearly as may be in the manner prescribed in Scotion 14 of the Registration Regulation, II of 1087.

(Reverse.) Recoveries

Amount due. Amount paid. Init als Penal Balance Remarks. of the of instalinterest Tahsildar. ment due. charged, if any. Date of Amount. Amount of instal- payment. ment.

Due date. 7 6 5 1 2 3

No. 8 (a) Security Bond to be executed by a borrower or borrowers

THIS INSTRUMENT made the

day of

111 Between of (hereinafter called "the Mortgagor") of the one part and the Dewan of Travancore (hereinafter called "the Mortgagee") of the other part.

Whereas the mortgagor is well and truly seised of the immovable property Particularly described in the schedule hereunder written.......

And whereas the Mortgagor assures the Mortgagee that the property particularly described in the schedule hereunder written is not subject to any encumbrance or charge of any description whatsoever or to any attachment or restraint of alienation of whatever kind imposed by Revenue authorities, civil or Criminal Courts or any other authority authorised therefor; and;

Whereas the Mortgagor has have received from the Division Peishkar of acting for and on hehalf of the Mortgages an order under the Land Improvement and Agricultural Loans Regulation, IX of 1094, and dated the day of 111 in virtue of which the Mortgagor is entitled to receive the aggregate sum of Rs.

as a loan from the Mortgagee for the purpose of (here describe the work to be carried out or the object of the loan). And whereas security for the due application of the amount of the said loan and for the punctual repayment of the same according to the terms of the said order is demanded by or on behalf of the Mortgagee and in order to furnish such security the Mortgagor has agreed to sign these presents.

Now These Presents Witness that in consideration of the said loan and in pursuance of the said agreement the Mortgagor doth hereby transfer to the Mortgagoe, his successors and assigns the immovable property described in the schedule hereunder written with the appurtenances thereto subject to redemption as hereinafter mentioned.

And it is hereby agreed that if the Mortgagor his their representatives and assigns shall duly comply with the terms on which the said loan has been granted and shall apply the same and every part thereof in the manner provided in the said order and shall duly repay the amount of the said loan together with any interest which may have become payable thereon or on any part thereof and all costs, if any, incurred by the Mortgagee, his successors or assigns in making the said loan or otherwise in connection therewith the Mortgagee his successors or assigns shall thereupon retransfer the said immovable property to the Mortgagor, his legal representatives or assigns or as he or they shall direct. And it is hereby further agreed that in case the Mortgagor, his legal representatives or assigns, after repaying the whole amount require that the discharge of this loan be evidenced by a registered release deed, it is hereby agreed that the Mortgagor, his legal representatives or assigns shall apply for the purpose to the Tahsildar of...... acting for and on behalf of the Mortgagee who shall thereupon cause such release deed to be executed at the expense of the Mortgagor, his legal representatives or assigns.

*Provided always and it is hereby agreed that in case the Mortgagor, his legal representatives or assigns shall fail to comply with the terms on which the said loan has been granted either by applying the amount thereof or any part thereof otherwise than as in the said order provided or shall not duly repay the amount of the said loan or any part thereof or any interest thereon or on any part thereof or any such costs as aforesaid or has failed to pay the tax due to the Sirkar or Sreepandaravagai on the Jenmikaram in respect of the properties secured for the loan then and in any such case it shall be lawful for the Mortgagee, his successors and assigns or the Division Peishkar for the time being of

to sell the said immovable property or any part thereof and out of the proceeds of such sale to make good to the Mortgagee, his successors or assigns the amount which in consequence of any such default shall be payable by the Mortgagor, his legal representatives or assigns.

In witness Whereof the Mortgagor has hereunto set their hand the day and year first above Written.

The schedule above referred to.

	strict.			If the proper	erty is house erty.		I	f oult	ivabl	e l a no	d.
Registration district.	Rogistration sub-district.	Pskuthi and muri-	Boundaries of the property.	Description and value of buildings and how long likely to last.	Extent of build- ing-site and of vacant ground or compound.	Trees, wells, etc.	Survey number.	Wet or dry.	Extent.	Assessment:	Trees, wells, etc.
. 1,	2	3	4	5	. 6	7	8	9	10	11	12
									Acres.	Rs.	

Witness :--

son or anandarayan of

(1)son or anandaravan of (2)

pakuthi and muri of pakuthi and muri of

(Signature of borrower)

Signed by the above-named In the presence of the Tahsildar of

Tahsildar.

^{*} Amended by notification D. Dis. No. 2361|38/Rev., dated 17-12-38.

No. 8 (b) Security Bond to be executed by a Surety for Borrower.

This Instrument made the day of 111

Between of (hereinafter called "the Mortgagor") of the one part and the Dewan of Travancore (hereinafter called "the Mortgagee" of the other part Whereas have received from the Division Peist kar of acting for and on behalf of the Mortgagee an order under the Land Improvement and Agricultural Loans Regulation, IX of 1091, and dated the day of 111

In virtue of which the said is are entitled to receive the aggregate sum of

Rs. as a loan from the Mortgagee for the purpose of (here describe the work to be carried out or the purpose for which the loan is to be applied). And whereas security for the due application of the amount of the said loan and for the punctual repayment of the same according to the terms of the said order is demanded by or on behulf of the Mortgagee and in order to furnish such security the Mortgagor has agreed to sign these presents.

Now, These Presents Witness that in consideration of the said loan and in pursuance of the said agreement the Mortgagor doth hereby transfer to the Mortgagee his successors and assigns the immovable property described in the schedule hereunder written with the appurtenance thereto subject to

redemption as hereinafter mentioned.

And it is hereby agreed that if the said bis their legal representatives and assigns shall duly comply with the terms on which the said loan has been granted and shall apply the same and every part thereof in the manner provided in the said order and the said or his their legal representatives or assigns or the Mortgagor or his legal representatives shall duly repay the amount of the said loan together with any interest which may have become payable thereon or on any part thereof and all cost, if any incurred by the Mortgagee, his successors or assigns in making the said loan or otherwise in connection therewith the Mortgagee his successors or assigns shall thereupon retransfer the said immovable property to the Mortgagor, his legal representatives or assigns as he or they shall direct.

*Provided always and it is hereby agreed that in case the said their their legal representatives or assigns shall fail to comply with the terms on which

^{*} Amended by Notification D. Dis. No. 2361/38/Rev., dated 17-12-'38.

the said loan has been graated either by applying the amount thereof or any part thereof otherwise than as in the said order provided or in case the said—

his legal representatives or assigns or the Mortgagor or his legal representatives shall not duly repay the amount of the said loan or any part thereof or any interest thereon or on any part thereof or any such costs as afore said or has failed to pay the tax due to the Sirkar or Sreepandaravagai or the Jenmikaram in respect of the properties secured for the loan then and in any such case it shall be lawful for the Mortgage his successors and assigns or the Division Peishkar for the time being of to sell the said immovable property or any part thereof and out of the proceeds of such sale to make good to the Mortgage his successors or assigns the amount which in consequence of any such default shall be payable by the haid

Provided also and it is hereby agreed that although as between the said and the Mortgagor the Mortgagor is surely only for the said yet as between the Mortgagor and the Mortgagee the Mortgagor is to be considered as a principal debtor for the principal moneys interest and costs intended to be hereby secured so that the Mortgagor or his legal representives shall not be released or exonerated by time being

given to the said or his their legal reprenentatives or by any other

dealing, act, matter or thing whatsoever whereby the Mortgagor or his legal representatives as surety or suretles only for the said and

his legal representatives would be so released or exonerated.

In Witness whereof the Mortgagor has hereunto set his hand the day and year first above written.

1	i			,
		Tree, wells, etc.	12	
		Assessment	11	of surety
	If cultivable land.	Extent.	10	Signature of surety
	i cultiva	Wet or dry.	. 6	
	,	Битчеу Ко.	∞	pakuthi and muri of pakuthi and muri of
d to.		Trees, Wells, etc.	7	paku paku
The schedule above referred to.	souse property	-bilid of build. to bas sits gai so bar sits group of bar	9	of fo
The schedu	If the property is house property	Description and value of build-value of build-inge and how long likely to last.	ro	son or anandravan of son or anandravan of
	II	Boundaries of the	4	E &
-		•iruM bas idiuis-	ۍ ·	1.2
	"đoirjei	b-du2 noitsrieizeA	2	Witness:-
		Registration Distrib	н .	

Tahsildar.

Signed by the above-named in the presence of the Tahsildar of

C

No. 9 (a). Personal Security Bond to be executed by a Borrower

Know all Men by these presents that I of caste son/anandravan of and residing at am bound to the Dewan of Travancore in the sum of Re. (amount of loan) to be paid to the said Dewan of Travancore or to his successors or assigns. For which payment I bind myself, my heirs, executors, administrators, and legal representatives by these presents. Dated this Day of 111

Whereas the above bounden has on the οf received from the Division Peishkar of an order under the Land Improvement and Agricultural Loans Regulation, IX of 1094, in virtue of which he is entitled to receive the aggregate sum of (the amount of the loan) as a loan from the Government of Travancore for (here state the object of the loan). Now the condition of the above written bond is such that is the above bounden his heirs executors, administrators, and legal representatives shall comply with all the terms on which the said loan has been granted and shall not apply the same that for which the said loan or any part thereof to any purpose other than $\frac{\text{const}}{\text{those}}$ has been granted and shall repay the said loan with any interest payable thereon by the instalments by which the same is payable on or before the respective dates prescribed for the payment of such instalments or shall in case of any default in so doing make good to the Government of Travancore the amount not exceeding the said sum of Rs. shall by reason of any such default become liable. said Then the above written bond shall become void, otherwise the same shall remain in full force.

Signed by the above-named in the presence of the Tahsildar

Tahsildar.

No. 9 (b). Personal Security Bond to be executed by a Surety.

Know All Men by these presents that \(\frac{I}{we} \) of caste son or anandravan of and residing at \(\frac{am}{arc} \)

bound to the Dewan of Travancore in the sum of Rupees to be paid to the said Dewan of Travancore or to his successors or assigns. For which payment \(\frac{I}{wc} \) bind \(\frac{myself, my heirs, executors; administrators and legal representatives

sentatives

administrators and legal representatives jointy and severally by these presents. Dated this day of 111

Whereas of caste son or anandaravan of day of 111 has on the day of received from the Division Peishkar of an order under the Land Improvement and Agricultural Loans Regulation, IX of 1094, in virtue of which he is entitled to receive the aggregate sum of Rupees as a loan from the Government of Travancore for (here state the object of the loan). Now the condition of the above-written bond is such that if the said his heirs executors, administrators, and legal representatives shall comply with all the terms on which

the said loan has been granted and shall not apply the same or any part thereof to any purpose other than that those for which the said loan has been granted and if the said his heirs, executors administrators, or legal representatives or the above bounden or his any or either of them, their or any or either of their heirs, executors, administrators or legal representatives shall repay the said loan with any interest payable thereon by the instalments by which the same is repayable on or before the respective dates prescribed for the payment of such instalments or shall in case of any default in so doing make good to the Government of Travancore the amount not exceeding the said sum of

and the above bounden Rupees for which the said or either of them shall by reason of such default become liable and so that and the above bounden although as between the said, are only sureties for the said respectively the above bounden and the said as between the above bounden shall be Dewan of Travancore respectively the above bounden considered as principal debtor for the moneys intended to the hereby secured he and his to the intent that they and each their and each of their heirs, executors, administrators and legal representatives shall not be released or exonerated in respect of his liability under the above written bond by time being given to the

assigns or any officer of the Government of Travancore or by any other matter or thing whatsoever whereby the above bounden

his heirs, executors, administrators or legal and each of them their and each of their presentatives would but for this present provision be so released or exonerated. Then the above-written bond shall become void, otherwise the same

or by any act or omission of the said bewan of Travancore his successors of

his heirs, executors, administrators or legal representatives

shall remain in full force.
Signed by the above named)

the presence of

said

(A similar attestation for each party to the bond). •

No. 9 (c) --Personal Security Bond to be used when a loan is granted under the Land Improvement and Agricultural Loans Regulation to Groups of Oultivators.

Know All Men by these presents that we (names of group of cultivators to be entered here) of (the caste to be entered against each name) caste (calling of each cultivator to be entered) (calling sons or anantharavas of (fathers' or Karnavans' names to be entered) residing at (pakuthi and muri to be entered) are bound to the Dewan of Travancore, in the sum of Rupees (amount of loan) to be paid to the Dewan of Travancore his successors or assigns. For which payment we bind ourselves and each of us our and each of our heirs, executors, administrators and legal representatives jointly and severally by these presents

dated this

day of 111

Whereas the above bounden (names of group of cultivators to be entered here) have on the day of one thousand an i received from the Tahsildar of Taluk (subject to ratification by the Division Peishkar of) an order under the Land Improvement and Agricultural Loans Regulation, IX of 1094, in virtue of which they are entitled to receive the aggregate sum of (amount of loan) Rupees as a loan from the Government of Travancore for (here state the object of the loan). Now the condition of the above written bond is such that if the above bounden (names of group of cultivators to be entered here) and each and every of them their and each and every of their heirs, executors, administrators and representatives shall comply with all the terms on which the said loan has been granted and shall not apply the same or any part thereof to any purpose other than that for which the said loan has been granted and shall repay the loan by the instalments by which the same is repayable on or before the resnective dates prescribed for the payment of such instalments or shall in case of any such default make good to the Government of Travancore the amount Rupees for which the said (names of not exceeding the said sum of group of cultivators to be entered here) or any or either of them shall by the reason of any such default become liable. Then the above-written bond shall become void, otherwise the same shall remain in full force.

Signed by the above named in the presence of (A similar attestation for each signature of the borrowers.)

Head of service chargeable.	Number of voucher.
	Received thisday of
	the sum of Rsbeing the amount du
	to me (name
•	_ '
Debt-heads	as first instalment in respect of a loan
TIT Tana	Rsgranted to me under the Agr
III. Loans	cultural Loans Regulation in Loan Ord
. Agricultural Loans	
•	Noof 11T .,
	Claimant's
Rs. ch. c.	Signature Stamp if required.
Allotment for the	
year	Stamp.
Expenditure	
including	Passed for payment
this bill	
Balance	
	d be passed for payment by the officer sanctioning

Head Accountant-Entered in the Register of Advances.

			Remarks.	•				-				
ear 11		ed1	to glai.	linl 1897T	 		 ·.					
the y	4		lad gnis emtolla	010 QI			 					
Division for the year 111		Daily total	book.	Rs. Ch. C.					•			
Ω				C	 		 			—		
	Disbursements.	ments.	Second instalment.	Rs. Ch.								
Taluk	Disburs	Дівригветець.	First instalment,	Rs. Ch. C.		*					-	
		Villago	(pakuthi) in whch the	uti ised.			•		,			
Regulation		Nome of the	payee. (horrower)	`.							<u> </u>	
		Opening Opening	. allotment.	Rs Ch. C.)) 2	Ç.		
.			Date.									

		-	Initials of the Tressury Remarks. Officer.			•			
ent and			Initials of the Treasury Officer.		 <u> </u>	1			
No. 12-Statement showing dally collections of repayments under the Land Improvement and	for the year		Dally total carried to cash book.	Rs. Cs. C.					
under the Le	Division, fo	Collections,	Penal interest.	Rs. Ch. C.		,			
repayments		Corrie	On account of On account of sums, that sums not yet have become due.	Rs. Ch. C.					
collections of	Taluk		On account of sums that have become due.	Rs. Ch. C.		•			
wing dally	ıtion		By whom paid.			•) .	
atement sho	oans Regule		Name of borrower.		,				
No. 12-St	Agricultural Loans Regulation		Voucher number.						
	ĕ		Dsto.						

Loans.	
Agricultural	
s of	
of Repayments	
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Registe	
-13	
S.	

Name and address of borrower. No. and year of loan order. Serial No.

Date. Disbursement of loan.

First instalment.

Amount Rs. A. P.

Taluk

Second instalment.

each under principal and interest accrued commencing from and ending with...

	Remarks	•		14	
	of princi- Initials of the pal out- Talisidar or F	Telisilder.	-	13	
Ralange	of princi-I	recovery.	Rs. as. p.	12	
slment.		Increst. Principal dates of Penalty. Interest. Principal. Penalty. Interest. Principal.	Rs. ch. c Rs. as. p.	11	
Balance of instalment.	Balance under	Interest.	Rs. ch. c	10	
Balan	B	Penalty.	Rs. ch. c.	. G	
	under.	Principal.	Rs. ch. 6.	8	
epayment	Amount remitted under.	Interest.	Rs. oh c.		
Details of repayment.		Penalty.	Rs. ch. c	9	
A	Chalan	Nos. and dates of remit-	rance.	29	
ment as	ue under.	Principal.	Rs. s. p. Rs. as p.	4	
Details of repayment as per loan order.	Amount due under-		Rs. s. p.	8.	
Detai		Due date.		5	
	Amount of losn atstand.	10%	Rs. 88. p:	1	

Particulars of orders issued	for recovery.	9		-		Remarks,		13		
Part	for			-		, ,	rest.		<u>ن</u>	
# 8 # 8	fell					ne.	Interest.		Rs. ch.	
Date on which the	amounts fell due.	32		· ·		Balance due.		22	ය ් .	
I W	amc	_ +**		•		Bala	ipal.		cp.	
			Ö				Principal.		Rs.	
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ith d	In		Rs.		aken.	der	est.		g.	
Amount due with details.	1.	4	۵.	r	tion t	Amount recovered under	Interest.		Rs.	
mount	Principal.		Ch.		of ac	reco ve		11	ပ်	
Ψ	Pr		R.		etails	ount	Principal.		Cp.	
ţy.	Extent		c.		and d	Am	Princ		Rs.	
of securi		8	Ą.		Nature and details of action taken,	Date and	result of; sale.	10		
Description of security.	Pakuthy. S. No.	,				Date of Date of attach- service of ment under S. 24 Date and	of the Revenue Recovery Regulation.	6	*	د دونداست س
01761						Date ment	of the Reco			
Name of borrower		63	·			Date of	demand notice.	8		
Case No.						No. and	demand notice issued.	2		

No. 15.—Plus and minus memorandum to accompany the monthly Treasury account current (the statement of advances and recoveries.)

(tems.	Balance at the beginning of the month (half-year.)	Amount advanced during the month (haff-year.)	Total •	Amount collected during the month (half-year.)	Balance.	Remarks .
• 1	2	. 3	4	5	6	7
	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	
į.			<i>;*</i> *	- - - -		
					,	

Divisional Treasury Officer,

Note: This statement should be prepared in the Divisional Treasury.

Advances and recoveries under the Loans Regulation should be shown in the plus and minus memorandum according to the several classes of loans and rates of interest, so that any difference noticed may be traced to the category to which they belong. When the Divisional Treasury Officers discover that their accounts require correction, on account of wrong credits and adjustments, it is their duty to propose an alteration memorandum. When that alteration is accepted, and not till then, are they at liberty to alter their accounts. In order to avoid differences between the Treasury figures and the administrative accounts. Divisional Treasury officers should see that both sets of accounts are closed on the same day of the month, and are invariably compared each month.

Pakuthy. S. No. Extent Principal. Interest. Pakuthy. S. No. Extent Principal. Interest. A. C. Re. Ch. C. Re. Ch. Ch. Ch. Ch. Ch. Ch. Ch. Ch. Ch. Ch
Pakuthy. S. No. Exton Pakuthy. S. No. Exton A. C A. C A. C A. C A. C A. C A. C A. C C A.

No. 15.—Plus and minus memorandum to accompany the monthly Treasury account current (the statement of advances and recoveries.)

[tems.	Balance at the beginning of the mouth (half-year.)	Amount advanced during the month (haif-year.)	Total.	Amount collected during the month (half-year.)	Balance.	Remarks.
• 1	2	. 3	4	5	6	7
	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	Rs. Ch. C.	
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Divisional Treasury Officer,

Note:—This statement should be prepared in the Divisional Treasury.

Advances and recoveries under the Loans Regulation should be shown in the plus and minus memorandum according to the several classes of loans and rates of interest, so that any difference noticed may be traced to the category to which they belong. When the Divisional Treasury Officers discover that their accounts require correction, on account of wrong credits and adjustments, it is their duty to propose an alteration memorandum. When that alteration is accepted, and not till then, are they at liberty to alter their accounts. In order, to avoid differences between the Treasury officers should see that both sets of accounts are closed on the same day of the month, and are invariably compared each month.

No. 16.

SECTION I.—DISPOSAL OF APPLICATIONS.

ITEMS.

NUMBER.

A MOUNT. B. Rs.

- 1. Pending at the beginning of the quarter
- 2. Received in the quarter.
- 3. Total (items 1 and 2.)
- 4. Rejected in the quarter.
- 5. Accepted in the quarter.

minus items

6 and 7).

- 6. Total of applications disposed of (items 4 & 5.)
- 7. Reduction in the amount applied for (under item 5.)
 - Applications
 pending at
 the end of
 the quarter
 (item 3

1. Three months & below.

- Over three months but below six months.
- 3. Six months and over.
- 4. One year and over.
- 5. Total.

SECTION II.—DISBURSEMENT OF LOANS.

ITEMS.

Sirkar Re

- Allotment sanctioned for the official year.
- Amount disbursed in the quarter.
- 3. Amount disbursed up to the end of the quarter.
- 4. Balance.
 - N. B.—Reasons for rejection of applications should be noted at foot.

Reasons for pendency of applications over 3 months old should be noted overleaf

		•	•	Applications.			
Taluk.	Pending at the beginning of the month. Quarter.	Received in the month. Quarter.	Total.	Rejected in the month. Quarter	Accepted in the 13onth. Quarter.	Total.	Reduction in the amount applied for.
	No. Rs.	No Rs.	No. Rs.	No Bs	No. Rs.	No. Ra.	No. Rs.

*** ** **

Serial No.

N. B .- This form is for use in Division Offices.

		REMARKS. (Reasons for the pendency of applications	months old.)	19		
nder the La for		Balance.		18	Rs. oh c.	
i loans un	t of Icans.	Amount disbursed op to the and of the month.	quarter.	17	Rs. ch c.	
rsement n the	Disbursement of Icaus.	Amount disbursed in the month.	quarter.	16	Rs. ch c.	
d the disbu egulation i		Allotment sanctioned for the official year.		15	Rs. ch c.	
Statement showing the disposal of applications and the disbursement of loans under the Land Improvement and Agricultural Loans Regulation in the		Total.		14	No. Rs.	
al of app gricultu	Applications pending at the end of the quarter	One year and over.			Rs.	
disposi and Ag	of the	ono Bnd	-	13	No.	•
g the	lo end o	Six months and over.			Bs.	
showin aprove	ing at t	Six n		12	No.	
nent s In	ns pend	Over 3 months but below six months.			Ra.	
Staten	plicatio	Over 3 months but below six months.		11	No.	
	ďV	Three months and below.			Rs.	
: :		Three and		10	No.	•

FORM No. 16 B.

Remarks.	
Balance.	
Amount disbursed up to the end of the quarter.	vision offices.
Amount disbursed in the quarter.	(This form is for use in Division offices.)
Allotment sanctioned for the year.	(TDIB I
Name of Taluk Division.	٠
Serial No.	

No. 17.-Posting statement showing the nature and extent of improvements carried out with the aid of advances under the Land Improvement and Agricultural Loans Regulation in the Division in the year 111 Taluk

	Purchase of machinery.	Amount advanced.	
	Building houses destroyed by fire or floods.	Login order. Amount advanced. Rs. ob. o.	
, 111 j	Purchase of cattle.	Amount advanced:	
A TOTAL THE COLOR OF THE LAND	Purchase of fodder.	Amount advanced. Rs. ch. c.	
	Purchase of implements of farming.	Amount advanced.	
	Purchase of manure.	mount vanced	
	Purchase of seed.	Amount advanced. Rs. ch. c.	
	Improvement on land	Amount advanced. Rs. ch. c.	

	ual statement showing the nature and extent of improvenients carried out with the aid of advances under the Land Improvement and Agricultural Loans Regulation in the Taluk Division, in the year 111
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	id extent of improvements carried o gricultural Loans Regulation in the Division, in the year 111
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Rebuilding houses destroyed by fire or floods.	Loan Amount Loan Arrount Loan Annount Loan Amount Loan Amount Loan Amount Loan Amount Loan Amounts order, advanced, order, advanced, order, advanced, order, advanced, order, advanced, order, advanced.	Rs. ch. c.
Rebn	l. Lo	
Purchase of machinery	Amoun	Rs.ch. c.
Pure mac	Loan order.	
Furchase of cattle.	Amount advanced.	Rs.ch. c.
Ture cat	Loan order.	
Furchase of fodder.	Amount	Rs. ch. c.
Func	Loan order.	
Purchase of implements of farming	Amount advanced.	Rs.ch. c.
Purch plem farm	Loan order.	
ruchase of	Amount	Bs.ch. c.
Purch	Loan order.	
Purchase of sect.	Anount advanced.	B. ch . c.
Purel	Loan	
Improvement.	Amount, advanced.	Bs. ch. c.
Impro	Loan order.	
	Taluk.	

No. 17.-Posting statement showing the nature and extent of improvements carried

	;		/ •
	Purchase of machinery.	Amount advanced. Rs. ch. c.	i .
the		Loan order.	
aid of advances under the Land Improvement and Agricultural Loans Regulation in the Division in the year 111	Building houses destroyed by fire or floods.	Amount advanced.	
ats o Reg		Logn order.	
nprovemer ral Loans	Purchase of cattle.	Amount advanced:	
ultu vea	<u>a.</u>	Logu order	χ.
cure and excent of Improment and Agricultural Division in the year 11	Purchase of fodder	Amount advanced. Rs. ch. c.	
nt a	Pu	Loan order.	
d Improveme Div	Purchase of implements of farming.	Amount advanced.	
an			
nder the L Taluk	Purchase of manure.	Amount advanced. Rs. ch. c.	
5	<u>. T</u>	Logn order.	
advances	Purchase of secd.	Amount advanced.	
् च	Pu	Гови огдег.	
ਫ਼	Improvement on land	Amount advanced. Rs. ch. c.	
	Im]	Losn order.	

Annual	al state	ement sh Land I	towing mprov	Annual statement showing the nature and extent of improvenients carried out with the aid of advances under the Land Improvement and Agricultural Loans Regulation in the Division, in the year 111	ure and	id exteni ricultur Divisio	of in al Los n, in	extent of improvenients cultural Loans Regulatio Division, in the year 11	ents c llation r 111	arried o	ut w	ith the aid Taluk	aid of ark	advance	es under	r the
	Ітрт	Improvement.	Pure's	Purchase of seed.	Purch	Purchase of manure.	Purch: plem farn	Purchase of implements of farming	Furc	Furchase of fodder.	Fure	Furchase of cattle.	Purchase of machinery		Rebuilding bouses destroyed by fire or floods.	houses id by fire ods.
Ta luk.	Loan	Amount	Loan order	Loan Amount, Loan Arrount Loan Amount Loan Amount Loan Amount Loan Amount Loan Amount order, advanced, order, advanced, order, advanced, order, advanced, order, advanced.	Loan order.	Amount advanced	Loan order.	Loan Amount Loan Amount Loan Amount Loan Amount Loan Amount order advanced. order advanced.	Loan order,	Amount	Loan order.	Amount advanced.	Loan order. ac	Amount lyanced.	Loan Amounts order, advanced.	mounts
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No. 19—Annual statement showing the extent to which coercive processes were resorted to in the recovery of loans during the year in the Taluk of	Remarks.		3unou	To noisenslyz na to vososs nun los n i	17	
the of				Balance.	16	
resorted to in th in the Division of	rest).			Oblicated without to coercicus i. c	15	
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ses we	principe	.2.	[0] 8 s	mmuloo to latoT	13	
process	luding 1		ovable rty.	Other than land.	12	2 · · · · · · · · · · · · · · · · · · ·
rcive Taluk	ted (inc	By sale.	Of imnovable property.	Land.	11	4.2
ich coercive pro in the Taluk of	it collec			Of movable pr perty.	10	
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stater dur kng	Number of processes		.Jais	Notice of distri	4	
-Annual statement shov of loans during the year	Number		·pu	Notice of dema	ന	
lo. 19—A of	гре Скеве.	ani Pai	irubəle bus laq	layaq danomA joning tahun tasy	8	
Z				Taluk.	-	
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			Remarks	1.8		•
s and			Due date	17		to th
d Improvement and Agricultural Loans Regulation,	ցոլի Մասու	97, I	To JunomA ad to Isua momfatsai	16		d be sent
Land Improvement and Agricultural Loans Regulation.	-111	3fl T0	or rother re ginning graph ni yeng ani yunu	15		ice shoul
	tanni -uoos	e br	Value of the and colla wity.	41	· · ·	noted. Immediately after a payment is made, an advice should be sent to the one copy being retained in the taluk as office copy.
of advance made under the	Security offered.		Extent an	13		t is ma e taluk
ade u	Negel Office		Survey No	12		ymen in th
nce m	Lands to be benefited.		ns thotzi tromesessi	11	-	er a pa stained
r adva	Land] .	Survey Mo	10	, .	oly aft
	or the shi	Jo Jo	Time allow completion work,	6	e	oted. omediate e copy b
rar.	npoer of Ile	o me A wa	Purpose well, surve in which the be	80		Note.—If paid in one instalment the fact should be noted. This should be maintained in triplicate. Immediately after a payment is made, an advice Division Peishkar and Proverthikar, one copy being retained in the taluk as office copy.
Peishl kar.	. pe	ulment	уппошА	-		fact s in tri Prove
Division Peishkar. Proverthikar.	Amount of loan granted.	2nd instalment	Payment.	9		tent the stained sar and
Di Pro	t of loa		·3miom&	_,10 ,	× .	nstaln e main Peishl
\$ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	. Атоиг	1st instalment	Date of payment.	*		paid in one instalment the fact should be This should be maintained in triplicate Division Peishkar and Proverthikar,
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20 Advice to	អនារាឲ	s ue	ия эшьх то каппач тоб эйз гэ	63		Note.
64	1					2.33

Number and date order.

No. 21. Certificate of the due application of Loans under the Landl; Improvement and Agricultural Loans Regulation to the purposes for which the loan was granted.

advanced. Was order. 2 3 Rs. ch. c.	Name of village Number and Amount Date within which work order. Date within which work order. 1 2 3 3 4 Rs. ch. c.	Land for the improvement of which loan was advanced. Survey number of field to be improved. 5 6 7		Extent Purpose.	Remarks. 8 Here enter brief description of work
			,		
	-				

Tabsildar. Alternative Certificate. to the purpose in the loan order, that is to say

Tabsildar.

Certified that I have personally examined and satisfied myself that the work for which the loan was granted has been

satisfactorily done.

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	pakuthi)	(pakuthi) Talk of Division of	Talk of		Division	nof
/				Instalm	Instalments to be collected annually.	ed annually.
Number in the taluk register.	Date of loan order.	Name and father's or karanavan's name of the borrower.	f loan advanced.	Total number of instalments to be collected.	Date on which instal- ments become due.	Amount of instalment
roj	67	60	चं · ·	16	9	7
			Rs. ch. c			Rs. ch. c.
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	NO. 23-A	ANY INC. OF Lay mount of Louis Anglesia and the control of the con								
Name of the				First instalment.	talment.	Second instal- ment.	instal-	Last instalment.	talment.	
llage and taluk which the loan s to be utilised.		Name of the No. and date Amount of borrower. of the loan order.	Amount of the loan.	Date of: payment. Amount.		Date of Date of Dayment, Amount,	Amount.	Date of payment.	Amount.	Кетатка.
			Rs. ch. c.		Rs. ch. c.		Rs. ch. c.		Rs. ch. c.	
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To the Tahsildar of	bsildar of		taluk.				E			

Treasury Officer.

No.	24-Advi	ice of Reco	° No. 24-Advice of Recoveries on account of Advances to Cultivators in the Sub.	count of Ad	ivances to C	Jultivator	s in the	, ,	reasury a	Treasury at	
Y and who	Nemox	The emo-		Chalan	Date of		AMOUN	AMOUNT PAID.	,	Amounts	
and date of loan order,	and village of borrower.	And and and all and al	and unt of the Due date of number village of annual in-the annual and date.	number and date.	. 0	On account of count of principal, interest.	On account of interest.	On account of penal interest.	Total,	summarily recovered or volunta- rily repaid.	Remarks.
		•				Rs. ch c. Rs. ch c.	Rs. ch c.	Rs. ch c.	Rs. ch c.	Rs. ch c. Rs. ch c.	
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To	To the Tahsildar of	ldar of						L	Treasury Officer.	Hicer.	
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No. 25-Statement showing the advances and recoverles under Agricultural

Principal, A.

Not amount of advance recoverable (col. 7 minus	б	Rs. ch. c.	
 Amount suspended or postponed by competent suthority.	0 0	Rs. ch. c.	
Total amount for recovery during the month ,	7 mac	Rs. ch. c.	
Amount 'fallon due for recovery during the mounth quarter.		Rs. ch. c.	
Amount re- maining un- paid out of sums which became due in the previous month	quarter. 5	Rs. ch. c.	
Total (cols. 2 and 3)	₩.	Rs. ch. c.	
Amount advanced during the month quarter	င	Rs. ch. c.	
Total amount outstanding at the begin- ning of the month quarter.		Rs. ch. c	•
Taluk.)		

loans in the

for

No. 25—(contd)

for the
A. Principal.—(contd.)

	remarks.			
Balance out standing at the end of month	quarter. (col. 4 minus col. 13)	Rs, ch. c.		 · .
Balance outstand. Balance out ing at the end of standing at the monthly sarter the end of out of smount re.	payable during the————————————————————————————————————	Rs ch., o.		
	Total of columns to 10,11 and 12. (Rs. ch. c.		
Amount written off	during the month querter.	Rs. ch. o.	,	
sovered during month. quarter.	On account of sums not ye, due.	Rs. ch. c.		
Amount recovered during month. thequarter.	On account of sums entered in col. 9	Rs. ch. c.		
	Teluk.			•

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		04	
	Кешат ке.	13	
	Penal interest realised	12	Rs. ch. c.
	Penal interest due.	<u>.</u>	33. Ch. c.
	Balance.	10	3s. ch. c. I
-	Amount written off during the month	6	Rs. ch. c.
ınces.	T COLLECT- DURING MONTH THE QUARTER On At account of sums d entered The in col- The in col	∞	Rs. ch. c.
B. Interest on advances.	AMOUNT COLLECT ED DURING MONTH THE QUARTER On account of sums of sums in cel- in cel- in cel- in mn 2	7	38. ch. c.
. Interest	Net amount due	9	Rs. ch. c.
B	Amount suspended by competent authority.	20	Rs. ch. c.
	Total.	4	Rs. ch. c.
	Amount due in the month quarter,	က	Rs. ch. c.
	Amount out- standing at the be- girling of the month	63	Rs. ch. c.
	Tsluk.		

No. 26.

Half Yearly Returns from the Account Officer to the Revenue Commissioner for half-year ending

1 '	Closing balance	
—		
	Recoveries	
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	By adjustment.	
	In cash.	
	By adjustment.	
	In cash.	•.
	By adjustment.	
	In cash.	
Payments in	By adjustment.	
Payn	Іл савіл.	
	By adjustment.	
	Ти савр•	
	By adjustment.	
	In cash.	
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	or the month of		
DIVISIONAL TREASURY.	27. Schedule of recoveries under Agricultural Loans for the month of	(To accompany the cash account),	
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Divisional Treasury Officer.

Divisional Treasury Officer.

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(To accompany the list of payments).	'n	Rs. ch. c. Rs. ch. c.	
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DIVISIONAL TREASURY.

No. 28. Schedule of payments under Agricultural Loans for the month of

No 29. Statement showing the balance under agricultural Loans for the month of (To accompany the cash account.)

year

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Treasurics.	Opening Balance.	Balan	့် ဗ	ğ	Debit.		ř.	. Totel.		Ď	Credit.	•	Closing	Balar	1006.	Closing Balance. Kemarks.
Divisional Treasury	R8.	-ਰੂ	<u>ن</u>	Rs.	-ġ·	6	B.	ch.	ö	RB.	е ф	Ö	Rs.	ch.	i	
Sub-Treasury			·				٠.		`							
Sub-Treagury									 ,				•			
Total				-	•											

Divisional Treasury Officer.

APPENDIX C.

Registers and accounts to be maintained in Taluk Offices.

- 1. Register of applications. Form No. 1 and index to the same.
- 2. Counterfoil book of references to the Registration Department for encumbrance certificates (Form No. 6).
- 3. Bound book of loan orders (Form No. 7.)
- Register showing daily disbursements to be maintained in the Sub-Treasury (Form No. 11.)
- Register showing daily collections of repayments to be maintained in the Sub-Treasury (Form No. 12.)
- 6 Register of repayments (Form No. 13.)
- Register showing action taken for recovery of defaulted amounts (Form No. 14.)
- Fosting statement, in bound book, showing the nature and extent of improvements carried out with the aid of advance (Form No. 17.)
- . Bound book of office copies of advices of advances made (Form No. 20).
- 10 File book of advices received (Form Nos. 23 and 24.)

APPENDIX D.

Registers and accounts to be maintained in Divisional Treasuries.

- 1. Register showing daily disbursements of advances (Form No. 11).
- 2. Register showing collections of repayments (Form No. 12.)

APPENDIX E.

- (a) Returns, Reports etc., to be sent by Tahsildars.
- Advice of advances to be sent to Division Peishkars and Proverthicars, immediately after disbursement of each loan (Form No. 20.)
- Duplicate copy of certificates on the due application of loans to be sent to Division Peishkars, immediately after each inspection (Form No. 21.)
- 3 Monthly statement showing disposal of applications and disbursement of loans, to be sent to Division Peishkars, on the 5th of every succeeding month (Form No. 16.)
- Monthly D. C. B. Statement, to be sent to Division Peichkars, on the 5th of every succeeding month (Form No. 25.)
- Annual statement showing the nature and extent of improvements carried out with the aid of advances, to accompany the Γaluk administration report (Form No. 18.)
- Annual statement showing the extent to which coercive processes were resorted to in the recovery of loans, to accompany the Taluk administration reports (Form No. 19.)
- Budget estimates and revised estimates of loan transactions, under advances and recoveries of principal and recoveries of Interest, to be sent to Division Peishkars with the Taluk Budget estimates.

- (b) Returns, Reports etc., to be sent by Divisional Treasury Officers.
- 1. Vouchers to accompany the list of payments sent to the Account Office (Form No. 10.)
- 2. Plus and minus memorandum to accompany the monthly treasury account current, sent to the Account Office (Form No. 15.)
- 3. Advice of payment of loan instalments, to be sent to Tahsildar when disbursements are made in the Divisional Treasury (Form No. 2.)
- 4. Advice of recoveries on account of advances, to be sent to Tahsildars when repayments are made into Divisional Treasury (Form No. 24.)
 - 5. Schedule of recoveries (form No. 27) to accompany the cash account.
- 6. Schedule of payments (form No. 28) to accompany the lists of payments.
- 7. Statement showing balance (form No. 29) to accompany the cash account.
 - (c) Returns and statements to be sent by Division Peishkars to the Land Revenue and Income Tax Commissioner:—
- 1. Monthly consolidated statement showing the disposal of applications and the disbursement of loans, with reviews thereon, on the 10th of the succeeding month (Form No. 16 A.)
- 2. Monthly D. C. B. Statement of advances, recoveries and remissions, with reviews thereon, on the 10th of the succeeding month (FormNo. 25.)
- 3. Annual consolidated statement showing the nature and extent of improvements carried out with the aid of advances, to accompany the Division Administration report (Form No. 18.)
- 4. Annual consolidated statements showing the extent to which coercive processes were resorted to in the recovery of loans to accompany the Division Administration report. (Form No. 19).
- 5. Budget estimates of loan transactions showing advances likely to be made, recoveries on account of principal and recoveries on account of interest to accompany the Division Budget estimates.
 - (d) Returns and Reviews to be submitted by the Land Revenue and Income Tax Commissioner to Government.
- 1. Quarterly consolidated statements showing the disposal of applications and disbursement of loans with review thereon, on the 20th of the month succeeding each quarter. (Form No 16 A).
- 2. Quarterly D. C. B. statement of advances, recoveries and remissions with review thereon on the 20th of the month following each quarter, (Form No. 25).
- 8. Annual consolidated statement showing the nature and extent of improvements carried out with the aid of advances, to accompany the Administration report of the department (Form No 18).
- 4. Annual consolidated statement showing the extent to which a coercive processes were resorted to in the recovery of loans to accompany the administration report of the department (Form No. 19)
- 5. Budget estimates of loan transactions to accompany the departmental budget estimates.

- 6. Revised estimates of loan transaction. Do.
- (e) The Account Officer shall forward to the Land Revenue and Income Tax Commissioner on the 15th of the month following each half year, a statement showing the advances and recoveries made during the half year. (Form No. 26).

APPENDIX F.

Questions relating to the examination of Taluk loan registers and accounts.

- 1. Are all the registers prescribed by Government maintained and kept up to date?
- 2. Have all pending applications of the previous year been brought forward into the registers of the current year?
 - 3. Are applications registered in the order of their receipt?
- 4. Is the index to register No. 1 properly maintained and kept up to date?
- 5. Do the applications for loans contain the information required to be furnished in rule XIV (2).
- 6. Was there any unnecessary delay in the disposal of applications for loans?
- 7. Does Form No. 5 contain the prescribed declaration by the applicant or his surety regarding the encumbrances on the property offered as security?
- 8. Are full particulars given by the officer conducting the local enquiry, and are his statements in the inspection reports supported by the evidence on record, or are his recommendations based on untested information.
- 9. Do the records furnish evidence of local enquiry by the Tahsildar into all applications for loans?
 - 10 Was any application rejected for obviously insufficient reasons?
- 11. Where any application has been rejected owing to insufficient security, was applicant given the option of taking such reduced amount as would be covered by the security?
- 12. Was any application rejected without proper enquiry on the ground of the prior encumbrances not having been fully accounted for,
 - 18- Was any application rejected on the plea of want of funds?
- 14. Are the orders refusing or sanctioning loans duly noted in columns 12 and 13 of the register (Form No. 1)?
- 5. Are duplicate copies of the notices in Forms 2, 3 and 4 filed with the records of the cases?
- 6. How many applications are pending on the date of inspection? Compare the register of applications with the index to it and with the statement in Form No. 16 and note any discrepancy and also obtain the explanation of the Tabsildar for the number of pending cases.
- 17. Do the records of individual cases show that the loans were granted only after proper enquiry?

- 18. In sanctioning loans, has the minimum fixed in Rule I been adhered to and also the period of repayment specified in Rule VI?
- 19. Is the security given in all cases in accordance with Rule XII of the Rules?
- 20. Was reference to the Registration Department made for encumbrance certificates in all cases in which immovable property is offered as security?
- 21. Are there any cases in which loans are granted without ensuring that there are no prior encumbrances on the land offered as security?
- 22. Are orders sanctioning the grant of loans kept in bound volumes in the Taluk cutcherry and do they bear a serial number for each year?
- 23. Have loan orders been issued promptly and correctly and in cases of delay, what is the Tahsildar's explanation?
- 24. Are security bonds properly executed in the prescribed forms viz. 8 (a), 8 (b), 9 (a), 9 (b) and 9 (c)?
- 25. In cases where loan orders are revised or consolidated, have the origina' loan orders been cancelled under the initials of the officer granting the loan and have they been recovered from the borrowers?
- 26. Are the amounts of annual instalments correctly calculated and entered in the loan orders? Are payments properly marked on copies of the loan orders granted to borrowers as well as on those kept in the taluk office?
- 27. Have the trees etc., situated on the recurity lands been entered in columns 7 and 12 of the schedule appended to the security bonds in forms Nos. 8 (a) and (b).
- 28. What is the sanctioned allotment for the taluk and what the expenditure up to the date of inspection from the beginning of the year?
- 29. Was there any unnecessary delay between the date of sanction of the loan and the date of payment?
- 30. Have the daily totals in columns 7 and 9 of the registers in forms 11 and 12 respectively been correctly carried to the cash book?
- 31. Do the monthly totals under the several heads arrived at as per registers 11 and 12 tally with the corresponding entries in the Sub-Treasury account for the month concerned?
- 33. In the case of disbursements have advices in form No 20 been invariably and promptly sent to Division Peishkars and Village Officers?
- 33. Has the date of repayment of annual instalments been fixed so as to coincide, where possible, with the date of one of the land revenue kists of the taluk?
- 34: Is the first instalment of repayment made payable not less than twelve months and not more than thirty months from the date of disbursement of the last portion of the loan?
- 35. Has the sanction of the superior authority been obtained in cases in which the repayment of the first instalment has been postponed beyond the time originally allowed under Rule V.
- 36. Are correct amounts of annual instalments entered in register N_0 , 13?
- 37. Is the apportionment of annual instalment between interest and principal correct?

- 38. Has penalty been charged under Rule IX on every annual instalment which is not paid before the close of the year in which payment falls due from the date on which payment ought to have been made and has such amount been included in register No. 13?
- 39. Has the collection of the fixed instalment been suspended in any case owing to failure of crops or other exceptional causes?
- 40. Are the number and date of the orders sanctioning the writing off of irrecoverable arrears on suspending collection noted in the remarks column of register No. 13.
 - 41. Is register No. 14 properly maintained and written up-to-date?
- 42. Have the several processes been issued by the Taluk Office and returned by the officers to whom their execution was entrusted
- 43. Have movables been proceeded against in the first instance and was there any delay or irregularity in their sale?
- 44. In the case of immovable property, was the land improved or the land offered as collateral security first proceeded against before attaching other immovable property belonging to the defaulter?
- 45. Was there any delay or irregularity in the conduct of sales of immovable property?
- 46. Have prompt steps been taken to write off irrecoverable arrears of loans?
- 47. Note the number of cases in which arrears were written off the accounts during the year and the amount involved therein.
- 48. Note the arrears outstanding on the date of inspection and whether there is any unreasonable delay in their recovery.
- 49. If there are wrong credits and adjustments, see whether alteration nemoranda have been submitted in time and whether the necessary reconciliation has been effected.
 - 50. Has the Tahsildar been prompt in inspecting loans works?
 - 51. Has he inspected a fair percentage of works?
- 52. Has any incomplete work been allowed to stand over uninspected beyond the time originally allowed or even beyond the extension of time granted?
- 53. Are final completion reports obtained and filed with the records of the case in form No. 21?
- 54. Are posting statements in form No. 17 properly maintained and are entries made therein on receipt of completion reports in each case?
- 55. Are leans recovered summarily, with interest and costs, if any, when the borowers fail to conform to the conditions on which the loans were granted?
 - 56. Were any records and registers not ripe for destruction destroyed?
 - 57. When were the records and registers last examined and by whom?
 - 58. General remarks of the Inspecting Officer.

Table showing the annual instalment which will pay off a loan with interest at 6 per cent, per annum in a given number of years. APPENDIX G.

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 $\begin{array}{c} \text{APPENDTX} \ \ \textbf{G(1)}. \\ \textbf{TABLE SHOWING THE INTEREST ON CERTAIN SPECIFIED SUMS AT} \\ \textbf{6} \ \text{per cent per annum.} \end{array}$

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APPENDIX G (2).

Table showing the half-yearly instalments which will pay off a loan with interest at 6 per cent per annum in a siven number of years sanctioned in G. O. No. R. O. C. 4224 Rev. dated 22nd August 1931.

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APPENDIX G (3)—(contd.)
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APPENDIX G (5)

Table showing the half yearly instalments which will pay off a loan with interest at 4 per cent. per annum in a given number of years.

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APPENDIX G (5)—(contd.)

Table showing the half yearly instalment which will pay off a loan with interest at 4 per cent.

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APPENDIX G (6).

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