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NOTIFICATION

No. LJD. 126/76/20, the 30th March, 1976. Following Act of Mizoram Legislative Assembly which received the assent of the Administrator of Mizoram is hereby published for general information.

The Mizoram Act No 3 of 1976.

(The Appropriation (No 1) Act, 1976)

Received the assent of the Administrator on the 29th March, 1976.

AN
ACT

to provide for the withdrawal of certain sums from and out of the Consolidated Fund of Mizoram to the Services for the period from 1st April, 1975 to 31st March, 1976.

Be it enacted by the Legislative Assembly of Mizoram in the Twenty seventh year of the Republic of India as follows :—

1. This Act may be called the Appropriation (No. 1) Act, 1976 Short title
2. From and out of the Consolidated Fund of the Union Territory of Mizoram there may be paid and applied sums not exceeding those specified in column 3 of the Schedule amounting to the sum of Rs. 13,35,71,000/- Rupees thirteen crores thirty five lakhs, and seventy one thousand only from and out of towards defraying several charges which will come in course of payment during the financial year 1975--76 in respect of the services specified in column 2 of the Schedule. Authorisation of
the Consolidated
Fund of the
Union Territory
of Mizoram for
the Financial
Year 1975--76
3. The sums authorised to be paid and applied from and out of the Consolidated Fund of the Union Territory of Mizoram by the Act shall be appropriated for the services and purposes expressed in the schedule in relation to the period from 1.4.75 to 31.3.76. Appropriation

SCHEDULE

Demand No	Services & Purpose (Major Head) the Assembly	SUMS		
		Voted by	Charged on the Consoli- dated Fund	Total
1	2	3		4
1.	Parliament/State/U.T./Legislature	2,61,000/-	—	2,61,000/-
2.	President/Governor/Administrator of U.T.	25,000/-	24,000/-	49,000/-
3.	Council of Ministers	2,00,000/-	—	2,00,000/-
4.	Administration of Justice	95,000/-	—	95,000/-
5.	Elections	5,59,000/-	—	5,59,000/-
7.	Collection of Taxes on Income & Expen-diture	6,000/-	—	6,000/-
	Land Revenue	2,84,000/-	—	2,84,000/-
	State Excise	5,000/-	—	5,000/-
8.	Sales Tax	47,000/-	—	47,000/-
9.	Taxes on Vehicles	23,002/-	—	23,002/-
11.	Interest Payments	—	1,41,000/-	1,41,000/-
12.	Secretariat General Services	10,67,000/-	—	10,67,000/-
	Secretariat Economic Services	29,000/-	—	29,000/-
	Secretariat Social & Community Services	55,000/-	—	55,000/-
13.	District Administration	18,37,000/-	—	18,37,000/-
14.	Treasury & Accounts Administration	1,90,000/-	—	1,90,000/-
15.	Police	94,60,000/-	—	94,60,000/-
	Fire Protection & Control	1,35,000/-	—	1,35,000/-
16.	Jails	2,69,000/-	—	2,69,000/-
17.	Supplies & Disposals	15,22,000/-	—	15,22,000/-
18.	Stationery & Printing	80,000/-	—	80,000/-
19.	Public Works	84,34,000/-	—	84,34,000/-
	Roads & Bridges	8,02,90,000/-	—	8,02,90,000/-
20.	Other Administrative Services	11,65,000/-	—	11,65,000/-
23.	Education	58,00,250/-	—	58,00,250/-
23.	Arts & Culture	68,000/-	—	68,000/-
24.	Medical	12,02,000/-	—	12,02,000/-
24.	Family Planning	1,94,000/-	—	1,97,000/-
26.	Information & Publicity	1,20,000/-	—	1,20,000/-
27.	Labour & Employment	1,27,000/-	—	1,27,090/-
28.	Social Security & Welfare	4,57,250/-	—	4,57,250/-
29.	Relief on Account of Natural Calamities	5,14,000/-	—	5,14,000/-

29. Other Social & Community Services	2,36,000/-	—	2,36,000/-
30. Co-operation	1,30,000/-	—	1,30,000/-
62. Special & Backward Areas	75,91,000/-	—	75,91,000/-
31. Other General Economic Services	2,37,000/-	—	2,37,000/-
32. Agriculture	10,18,000/-	—	10,18,000/-
33. Soil & Water Conservation	1,65,000/-	—	1,65,000/-
34. Food & Nutrition	10,90,000/-	—	10,90,000/-
35. Animal Husbandry	2,12,000/-	—	2,12,000/-
36. Fisheries	16,000/-	—	16,000/-
37. Forests	4,27,000/-	—	4,27,000/-
38. Community Development	4,83,000/-	—	4,83,000/-
39. Village & Small Industries	5,38,000/-	—	5,38,000/-
40. Power Project	14,46,000/-	—	14,46,000/-
43. Roads & Water Transport	4,83,000/-	—	4,83,000/-
50. Capital outlay on Public Works	14,46,000/-	—	14,46,000/-
60. Capital outlay on Co-operation	10,00,000/-	—	10,00,000/-
65. Capital outlay on Roads and Transport Services	2,00,000/-	—	2,00,000/-
66. Loans & Advances from Govt. of India Repayment Principal	—	28,000	—
60. Loans for Housing	5,00,000/-	—	5,00,000/-
60. Loans to Co-operative Societies	10,00,000/-	—	10,00,000/-
60. Loans for Agriculture	92,000/-	—	92,000/-
60. Loans for Village and Small Industries	1,00,000/-	—	1,00,000/-
60. Loans to Govt. Servants	5,02,500/-	—	5,02,500/-

TOTAL : 13,33,78,000/- 1,93,000/- 13,35,71,00

A. Sarkar
Secretary
Law and Judicial Deptt.

No. U-13030/1/74-Delhi
Government of India/Bharat Sarkar
Ministry of Home Affairs/Grih Mantralaya

New Delhi-110001, the 31st January, 1976.

To

The Administrator,
(All Union-Territories).

Subject : Grant of gratuitous relief/loans, etc. to victims of calamities.

Sir,

I am directed to convey the sanction of the President under Rule, 12 of the Delegation of Financial Powers Rules, 1958, to the authorisation of the Administrators of Union territories and officers under them to sanction gratuitous relief, housing loan and business loan to victims of natural calamities or next of him of such victims up to the limits indicated below :—

	Gratuitous Relief	Housing subsidy	Housing Loan	Business Loan
i) Administrator	Rs. 1,000	Rs. 500	Rs. 4,000	Rs. 5,000
ii) District Magistrates	Rs. 750	Rs. 500	—	—
iii) Additional District Magistrates	Rs. 250	Rs. 250	—	—

2. The gratuitous relief, housing subsidy, housing loan and business loan mentioned above shall be sanctioned in accordance with the guidelines annexed to this letter.

3. This issues with the concurrence of the Ministry of Finance vide their U.O. No. 92-DSDS/76, dated 27th January, '76.

Yours faithfully,

R.D. Kapur,
Deputy Secretary
to the Government of India.
New Delhi, the 31st January, 1976.

No. :U-13030/1/74-Delhi
Copy forwarded to :—

- (i) Ministry of Finance.
- (ii) All-Accountant, Generals.
- (iii) G.P./M.Z./A.P./A & N Section, M.H.A.
- (iv) Finance Section (with ten spare copies).

R.D. Kapur,
Deputy Secretary
to the Government of India.

GUIDELINE FOR THE GRANT OF GRATUITIOUS RELIEF SUBSIDY AND LOANS TO VICTIMS OF CALAMITIES

Persons eligible for reliefs 1. (a) Relief may be sanctioned in accordance with these guidelines to victims of following natural calamities including their dependants :—

- (i) Earthquakes ;
- (ii) Flood ;
- (iii) Accidental fire ;
- (iv) Lightning ;
- (v) Hurricane.

(b) The Central Government may authorise relief in accordance with these guidelines in any case not covered by the presiding paragraph if it is of the opinion that it is a fit case for the grant of such relief.

Nature of assistance 2. The assistance may be given in one or more of the following forms :—

- (i) gratuitous relief to meet immediate requirements of the persons rendered destitute by a natural calamity ;
- (ii) assistance to rebuild houses damaged or destroyed by natural calamity ;
- (iii) assistance in the form of loans to restart business by those whose establishments have been damaged or destroyed in a natural calamity.

Eligibility for grant of gratuitous relief 3. (1) It should be ensured that the assistance is confined to actual needy sufferers. Assistance should not be extended to well-to-do persons whose financial position is such as to enable them to meet their needs themselves.

2. The mere fact that a person, who has become destitute, owns land or other properties should not render him ineligible for the receipt of relief, if he is unable to secure for himself immediately food, clothing, utensils or temporary shelter.

Nature of gratuitous relief 4. Gratuitous relief may be given either in cash or in kind or partly in cash and partly in kind.

House
damage
relief-
eligibility

5. All persons, whose houses are damaged or destroyed by the calamities, shall be generally eligible to receive the assistance for rebuilding houses, having regard to the nature and extent of damage caused to their houses, if they do not have the resources to rebuild or reconstruct the houses and/or are not able to get adequate assistance for the purpose through private charity.

Explanation: In determining whether a person is or is not in a position to rebuild his own house, the authority concerned should not be guided merely by the fact that the person concerned owns a fairly big house. In such calamities even well-to-do persons are sometimes rendered helpless and if it is found that they are not in a position to obtain outside assistance to repair or reconstruct their houses, Government assistance should not be denied to them.

Explanation No. 2: To avoid recurrence of damage by calamities like floods, if it is decided to shift population to a safer zone, the assistance should be given only after the grantee shifts to the safer site offered by the Administration.

Extent of assistance: 6. Persons, whose houses are damaged or destroyed by natural calamities, may be given subsidy and/or loan subject to the following limits to enable them to repair or reconstruct their houses:—

- (a) Subsidy upto 50% of the total cost of repairs or reconstruction of the house or Rs. 500/-, whichever is less.
- (b) Loan not exceeding Rs. 4,000/-.

Explanation: The amount of loans and subsidy together should not exceed the reasonable expenditure on repairs or reconstruction of the damaged or destroyed house.

Business
loan

7. All persons, whose shop or other business establishments are damaged or destroyed by a natural calamity, shall be eligible to receive assistance in the form of loan to restart their business. Such assistance should be granted only if the person concerned is incapable of carrying on his business because of the natural calamity. The quantum of assistance should be restricted to Rs. 5,000 or half of the total loss, whichever is less, and it should be determined having regard to the nature and extent of the damage or destruction caused. No assistance should be granted in respect of business establishments having an insurance cover. Explanations 1 and 2 in para 5 shall apply mutatis-mutandis to the grant of loan.

- Mode of payment of loans** 8. (a) To avoid misuse, when a loan is sanctioned the amount should be paid in two instalments, the second instalment being paid on the production of certificate from the Revenue Assistant/Tahsildar concerned or other authority to the effect that the amount already received has been spent by the borrower for the purpose for which it was given.
- (b) Adequate security to cover the loan and interest should be taken from the loanee in the form of mortgage of the house-site or the site of the shop or business premises and the structure to be constructed thereon and/or collateral security or other suitable security like joint bond or the personal surety of at least two solvent persons as the sanctioning authority may deem fit.
- Rate of interest** 9. The rate of interest on loans shall be such as may be specified by the Administration from time to time.
- Repayment** 10. The number of instalments in which a loan shall be repaid shall be fixed by the sanctioning authority having regard to the circumstances of each case, but in no case shall the period of repayment exceed 10 years.
- Procedure for grant of loan/gratuitous relief** 11. The victim of a calamity desirous of gratuitous relief loan shall make an application to the Additional Dist. Magistrate in the form at Annexure I within 60 days from the date of the loan. The time limit may be relaxed by the Deputy Commissioner/District Magistrate, for a maximum of 60 additional days, if he is satisfied that the applicant could not submit the application within the time limit, due to reasons beyond his power and control.
- Verification** 12. Local inquiry shall be made in respect of each application by the Sub-Divisional Magistrate of the area who should also make his recommendations regarding the nature and the quantum of relief appropriate in the case.
- Sureties** 13. Before the actual disbursement of any loan, the loanee should be required to execute a legally binding agreement with the disbursing officer in the proforma at Annexure II.
- Utilisation of relief/loan** 14. (a) The amount of loan/gratuitous relief must be utilised by the recipient within six months from the date of payment.
- (b) The disbursing officer may depute an official to check the accounts of any loanee at any time. He may call for any additional

information/documents to satisfy himself that the loan has been utilised for the purpose which it was sanctioned.

Repayment of loan 15. In case of failure to repay any of the instalments of loan, or non utilisation of the loan/gratuitous relief within six months and for the purpose for which it was sanctioned, the sanctioning authority may order the entire amount to be recovered, including the interest due thereon, as arrears of land revenue.

ANNEXURE 'I'

OFFICE OF THE DEPUTY COMMISSIONER

Application from for the grant of gratuitous relief/housing subsidy/housing loan/business loan to the victims of natural calamities or next of kin of such victim.

I beg to apply for the grant of (State the nature of assistance).

1. (a) Name of applicant.
(b) Father's/husbands name.
(c) Age of the applicant.
(d) Present address (Residential as well business address).
2. (a) If the loss is to the dwelling place, whether the applicant is the owner of the premises.
(b) In case of loss to dwelling, estimated loss of.
(i) the premises,
(ii) immovable property, other than the premises, and,
(iii) movable property.
4. (a) In case of loss to business, whether the applicant is the owner of the business which sustained loss.
(b) Was there any branch of the business? If so, give complete address.
(c) Was this the only business carried out by the owner? If not, give the details of other business.
5. (a) Business or trade for which the loan/gratuitous relief is applied.
(b) Specific purpose and amount of gratuitous/loan required for.
(c) Whether any loan by mortgaging property or otherwise has been obtained from any one. If so how much?

6. The premises where the applicant intends to start his trade or business. In case, the applicant has already started his trade or business, the place with full particulars must be mentioned.
7. Has the applicant or any member of his family previously applied for a gratuitous relief/loan under the above scheme? If so, when and with what result?
8. Present income of the applicant.
9. Particulars of assets:
 - (a) Cash in hand.
 - (b) Cash at Bank.
 - (c) Debtors (List be attached).
 - (d) Value of property Building, stock, machinery, etc.)
 - (e) Investments.
10. (a) Particulars of liabilities, loans. (List of persons from whom loan was taken)
(b) Creditors (list be attached)
11. Estimated loss incurred. Were the belongings were insured?
12. Any other relevant information.

Place : Signature or thumb impression
Date : of the applicant.

NOTE: The documents in support of the above facts are to be enclosed.

DECLARATION

1. I, (name), solemnly declare that the particulars mentioned above in my application for the grant of loan are correct to the best of my knowledge and belief and that I shall use the amount of gratuitous relief/housing subsidy/housing loan/business loan for the purpose applied for.
2. I further declare that I have read the terms and conditions of the loan and I shall repay the amount of interest thereon in accordance with the terms required to execute.

Place : Signature or thumb impression
Date : of the applicant.

To be attested by a Magistrate 1st class R...mm ndation
of S.D.M.

Signature

SANCTION OF DEPUTY COMMISSIONER/ADM

Sanctioned Rs. to Shri
son of Shri R/O

DEPUTY COMMISSIONER
ADDITIONAL DISTRICT MAGISTRATE

Received Rs. from the Deputy Commissioner,
Delhi as per terms and conditions of the agreement enclosed.

Signature of the receiver.

ANNEXURE II.

AGREEMENT

This agreement is made this.....day of..... One thousand nine hundred and Seventy..... between Shri..... son of Shri..... residing at..... (hereinafter called "The borrower" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) of the first part and Shri..... son of Shri.....residing at..... (hereinafter called "the surety No. 1" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) of the second part
AND

Shri..... son of Shri..... residing at &.....

(hereinafter called "the surety No. II" which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assignees) of the third part and the President of India (hereinafter called "the creditor" which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the fourth part.

WHEREAS the borrower suffered a loss of Rs.....during.....

AND whereas the creditor, on the request of the borrower and with a view to rehabilitating him in his business/ enabling him to re-build the house has sanctioned a loan of Rs..... (in words)..... to the borrower on his agreeing to repay and on the sureties guaranteeing the repayment by the borrower of the said loan with interest and all other moneys that may be payable to the creditor under these presents :

NOW THIS AGREEMENT WITNESSES AS FOLLOWS

1. In consideration of the advance of the said loan, the borrower hereby promises to repay to the creditor the full amount of the said loan in..... instalment of the amounts and payable on the dates hereinafter mentioned namely :—

DUE DATE

1.	Rs.....	.....
2.	Rs.....	.....
3.	Rs.....	.....
4.	Rs.....	.....
5.	Rs.....	.....
6.	Rs.....	.....
7.	Rs.....	.....
8.	Rs.....	.....
9.	Rs.....	.....
10.	Rs.....	.....
11.	Rs.....	.....
12.	Rs.....	.....
13.	Rs.....	.....
14.	Rs.....	.....
15.	Rs.....	.....
16.	Rs.....	.....
17.	Rs.....	.....
18.	Rs.....	.....
19.	Rs.....	.....
20.	Rs.....	.....
21.	Rs.....	.....
22.	Rs.....	.....
23.	Rs.....	.....
24.	Rs.....	.....
25.	Rs.....	.....
26.	Rs.....	.....

2. The borrower shall pay interest thereon at the rate of.....per annum provided always that if all the instalment in repayment of loan are paid within the

said time limits, the rate of interest chargeable will be reduced to.....per annum.

3. The borrower shall utilise the said loan solely within a period of six months from the date of the receipt of the loan for purpose for which it is advanced to the satisfaction of the Deputy Commissioner or any Officer appointed by him in this behalf.

4. If the borrower shall in the opinion of the Deputy Commissioner, which opinion shall be final.

(a) make default in payment by due date of any of the instalments either of the principal or interest, or

(b) becomes insolvent, or

(c) fails to observe or perform any of the terms, conditions and stipulations herein contained and on his part to be observed and performed, or

(d) fails to utilise the said loan for the purpose for which the loan has been sanctioned and advanced, within the period mentioned in clause 3 above.

then and in any of such cases the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable at once with interest thereon at the rate..... per annum calculated from the date of the advance of the said loan and also further interest.....per annum and shall be recoverable as arrears revenue.

5. In consideration of the said loan by the creditor to the borrower the surety No. I and surety No. II hereby guarantee repayment of the said loan with interest at the rate of rates aforementioned. In case the borrower shall fail to pay the said sum as agreed by him, the sureties shall without objection pay the said dues on demand by the creditor and the same shall be recoverable from them jointly and severally as arrears of land revenue. The amount demanded by the creditor as due and payable by the sureties shall be final and binding on the sureties both as to guarantee and liability.

6. AND IT IS HEREBY AGREED AND DECALRED that the creditor shall have fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by him against the borrower either under any of the terms and conditions herein contained and the sureties shall not be released from their liability by my exercise by the creditor of the liberty with reference to the matters aforesaid or by reason of time being given to the borrower or by any other matter or thing whatsoever which under law relating to sureties would but for this provision have the effect of so releasing the sureties from their such liability.

7. AND it is hereby further agreed between the parties that the stamp duty payable under the law in respect of this agreement shall be borne by the borrower.

8. All disputes and difference arising out of or in any way touching or concerning this agreement (except those the decision where of is otherwise hereinbefore provided for) shall be referred to the sole arbitration of a person nominated by the Administrator of the Union Territory of———or in case his designation is changed or his office is abolished or changed, to the sole arbitration of any person nominated by the officer who for the time being is entrusted, whether or not in addition to other functions, with the function of the Administrator of———by whatsoever designation such officer may be called. It will be no objection to any such appointment that the arbitrator so appointed is a Government Servant, that he had to deal with the matter to which this agreement relates and that in the course of his duties as such Government Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.

SCHEDULE OF THE PREMISES

In witness whereof the parties hereto have executed these presents the day and the year herein above written.

WITNESS

BORROWER

1.-----

Surety No. I

Add. -----

2.-----

Surety No. II

Add. -----

Witness.

1.----- 2.-----