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NOTIFICATION

No. B. 16021/37/SO-IND, the 15th November, 1999. In exercise of the powers conferred under Section 39 of the Mizoram Khadi and Village Industries Board Act, 1982 as amended, the Governor of Mizoram is pleased to make the following Rules.

1. **TITLE AND EXTENT** : These Rules shall be called 'The Mizoram Loans and Grants (to KVI units) Rules 1999.' It shall extend to the whole of Mizoram.

2. **COMMENCEMENT** : It shall be deemed to have come into force with effect from 1st day of April, 1986.

3. **DEFINITION** : In these Rules, unless it is otherwise repugnant to the context, the expression(s), namely —

- (i) "Board" means Mizoram KVI Board, as established by the Mizoram Khadi & Village Industries Board Act, 1982.
- (ii) "Commission" means the Khadi and Village Industries Commission, Mumbai.
- (iii) "State Government" means the State Government of Mizoram.
- (iv) "Unit" means Khadi and Village Industries Unit(s) in Mizoram.
- (v) "K.V.I." means Khadi & Village Industries.

4. **LOANS** : (a) The Board may consider and provide financial assistance, assistance in any kind, technical services, training and any other kind of necessary help to the Units, within the purview of Khadi & Village Industries subjects.

(b) All kinds of loan, such as Capital Investment Loan, Temporary Loan, Loan for Sheds (Building), Tools & Implements and Machinery etc. may be given to the Unit(s) by the Board, as per terms and conditions mentioned in Rule 6 hereinafter, on consideration of application(s) submitted by such unit(s) in the form prescribed for registration in Annexure-I to these Rules, or loan application form as may be prescribed by the Board from time to time.

5. ELIGIBILITY FOR LOANS & GRANTS :

(1) Following are the eligibility conditions for any loans or grants under these Rules :

- (a) That the unit must be a registered unit either with the Mizoram KVI Board having Registration codes as listed in Annexure-II or with the Department of Industries, Government of Mizoram.
- (b) That the unit must engage in items of production within the purview of KVI- Subjects as listed in Annexure-III.
- (c) That the unit must have a regular place of working in its own holding or under lease-agreement or in rented premises, for which there shall be a written agreement between the landlord/lessor and the tenant/leases.
- (d) That the unit must possess sufficient technical expertise in the trade and necessary expertise must be possessed by the proprietor, or Manager or regular employee(s) of the unit.
- (e) That proprietor/owner of the unit/proposed unit must be a permanent resident of Mizoram and a citizen of India.
- (f) That the unit must not engage itself in other activities than those items it is registered for, except with the permission of the Board.
- (g) That the unit must not engage or indulge in activities, which are forbidden by the laws of the State Government or the Central Government.
- (h) That the unit agrees to abide by the directions and instructions which may be issued by the Board from time to time.
- (i) That the Loanee/Grantee shall execute a Deed of Agreement as prescribed by the Board in the Annexure-IV to these Rules.

(2) Other qualifications : Other qualifications required for such loans and grants be as follows :—

- (i) Village Industrial Units or Village Artisans/Entrepreneurs who possess the following qualifications shall be eligible for receiving loan assistance :—

- (a) The applicant must be an adult having permanent residence in Mizoram.
 - (b) He must have technical expertise required for the trade.
 - (c) He must possess a permanent place of residence and work site in Mizoram.
 - (d) He must be solvent.
 - (e) He must be a sane person.
- (ii) A woman applicant must have assets for security of loan in her own name, in addition to the above mentioned requirements.

If she is dependant on anybody else, she must have letter of authority to the effect that the property standing in the name of her guardian/sponsor is allowed for pledge as security for loan.

(iii) A Society or Institution or Association applying for such loan must have its written Articles of Association duly registered with the Registrar of Firms and Societies.

(iv) Local Boards, School Boards or any other group of persons, which are popularly recognised as having artificial entity, shall invariably enclose a resolution copy clearly stating that the executive or governing or managing body or committee, as the case may be, has agreed to avail of the loan assistance and would take full responsibility for its repayment.

(v) A selected loanee must produce identity Certificate or testimonial Certificate, as prescribed by the Board in Annexure-V to these Rules, prior to the release of the loan.

7. TERMS AND CONDITIONS OF LOAN/GRANTS :

Whoever takes Loan from the Mizoram Khadi & Village Industries Board shall be governed/bound by the following terms and conditions :—

(1) That the borrower shall hypothecate or mortgage his property, value of which shall not be less than the amount of loan, which shall be duly entered in the deed of loan and hypothecation as prescribed in Annexure-IV. Alternatively, the borrower shall submit a deed of guarantee duly filled in and signed by the prescribed Guarantor.

(2) That the hypothecated property or mortgaged properties shall be the property of the Lender/Board, until the said loan, together with the interest accrued, is fully repaid by the borrower to the lender. It shall however be the responsibility of the borrower to preserve, protect and defend the said properties from all possible scopes of destruction or from being stolen or causing damage to, or from all possible means of loss at the expense of the borrower.

- (3) That the lender shall prescribe the amount of loan, number of instalments, amount of instalments for repayment of loan, rate of interest and penal interest for default as prescribed in Annexure-VI and the borrower shall be bound by such prescription.
- (4) That the borrower shall not transfer or sell or destroy or dispose of the hypothecated property and he shall not hypothecate the same to any other authority, until the loan amount is fully repaid together with interests, fines or any other dues arising from such deal and payable to the lender.
- (5) That the borrower shall repay all the sums instalment-wise, on the due dates regularly and without fail at the office of the lender or at the place as the lender may direct.
- (6) That withstanding anything contained in the foregoing clause; If for a good and valid reason, the lender has reasonable apprehension that there is every chance of the loan amount or the hypothecated property, being irrecoverable due to any factors beyond control of the borrower, the lender shall have power to direct the borrower to repay all the sums together with interest thereon, at any time.
- (7) That the loan so obtained shall be utilised by the borrower(s) only for the purpose for which the said loan has been obtained and as declared in his loan application or in the deed of hypothecation.
- (8) That the borrower shall have the right to insure the said property, as a security to the loss or damage by fire or accident, with recognised Insurance Agencies, but shall intimate the fact to the lender. And the borrower shall pay all rents, rates or taxes arising on the hypothecated properties.
- (9) That the borrower shall submit all reports and returns and any other informations called by the lender, which may be asked from the borrower from time to time.
- (10) That the lender or its authorised representative shall have the right to inspect the said properties and the factory, office or any other premises of the borrower, including the books of accounts and records, at any time the lender may desire.
- (11) That the lender shall have the power to impose restrictions or seize any part of the hypothecated property or other connected properties belonging to the borrower, including land and household as a measure to ensure security of the said loan.
- (12) That the borrower shall maintain books of account and other relevant papers which shall be liable to inspection by the lender.
- (13) That notwithstanding anything contained in this deed, the lender shall have the right and power to control all Khadi & Village Industries units in Mizoram as per Mizoram Khadi & Village Industries Board Act, 1982 or Rules and Regulations made thereunder from time to time.

(14) That as a means of realisation or repayment of loan dues, together with interest thereon or as a measure of control or punishment for breach of this contract or for non-compliance of the written order from the lender, the borrower shall be liable to penalties by way of civil proceedings and forfeiture of his other properties and assets, including land, household building or any other valuable assets which shall be auctioned or sold off to the extent as is required for recovering the loan and other dues from the borrower.

(15) That a penal interest at the rate of 4% per annum for any default longer than 30 days, shall be charged on the borrower for any such default in repayment of the principal sum or the interest thereon or both.

(16) That all repayments of loan must be made through A/c-payee cheque or draft as may be directed by the lender.

(17) That a borrower should declare that all the contents of such contract would be binding on him and promise to abide by the contents of the deed, and orders of the lender that may be made from time to time.

(18) That nothing contained in the contract should prejudice any right of the lender, in respect of any liability or indebtedness of the borrower out of such loan.

(19) That all disputes and differences arising out of such contract shall be referred to the arbitration in consonance with the provisions contained in the Arbitration and Reconciliation Act, 1996.

(20) That in the event of death of a borrower, all his duties, obligations and liabilities shall fall upon the legal heir/heirress of the borrower, who shall be responsible for repayment of all such dues on behalf of the deceased borrower.

8. QUANTUM OF LOAN :

(i) The quantum of loan may vary from trade to trade as may be determined by the Commission from time to time. However, within the limits so set by the Commission, the Board shall have right to further determine the quantum of loan, keeping in view the actual requirement of the loanee as well as the fund available at the disposal of the Board at the relevant time.

(ii) It shall be permissible to provide loan assistance to the same unit every year (upto three years in a row) if any growing unit so requires, provided the loanee possesses convincing prospects and capacity to repay those loans in accordance with the quantum of instalment fixed.

9. INSTALMENT, TENURE AND RATES OF INTEREST :

(i) Repayment of loan may be made by instalment. The number of instalments and rates of interest under different kinds of loan shall be as below :-

S/Nö.	Nature of Loan	Tenure	Rate of Interest (Simple)	Particulars of Instalment.
(i)	Working Capital Loan	5 years	4% per annum	4 equal annual Instalment Commencing from the first year after the date of sanction of the loan.
(ii)	Temporary Loan	6—12 months	4% per annum	The whole sum to be repaid at once, at the end of the tenure.
(iii)	Kuchha Building Loan	5 years	4% per annum	4 equal annual instalments commencing from the date of disbursement of the loan.
(iv)	Tools & Implements Loan.	5 years	4% per annum	4 equal annual instalments commencing from the date of disbursement of the loan.
(v)	Pucca Building.	10 years	4% per annum	9 equal instalments, first instalment to fall due after one year from the date of sanction.
(vi)	Capital Loan for Machinery, exceeding Rs. 30,000/—.	10 years	4% per annum	9 equal instalments, first instalment to fall due after one year from the date of sanction.
(vii)	Capital Loan for Machinery, not exceeding Rs. 30,000/—.	5 years	4% per annum	4 equal instalments, first instalment to fall due after one year from the date of sanction.
(2)	The Board may charge interest at the rate of 1% on account of service charge.			
(3)	The rate of interest, number of instalment, and tenure of loan and other terms and conditions are liable to vary as may be decided by the Commission or the Board, from time to time.			

10. PROCEDURE :

- (1) Prescribed loan application forms may be obtained from the Mizoram KVI Board Office on payment of the prescribed fee.
- (2) Loan form duly filled up must be submitted to the Mizoram KVI Board Office at Aizawl.

(3) After the applications are scrutinised in the Office, the cases shall be verified by the Field Staff/Field Officer(s), and the Verification Report shall be submitted by the Verifying Authority, with his observation and recommendation. All such Verification Reports together with loan applications with all its enclosures, shall be apprised by a designated Officer or Appraisal Committee.

(4) All cases which are recommended by the Appraisal Committee in the form as prescribed in Annexure-VII to these Rules, shall be put up to the Mizoram KVI Board for approval.

(5) Granting of loan and other assistance shall be decided by the Board, keeping in view the necessity of maintain regional balances, sectoral balances, marketability of a particular products, economic viability and from the angle or the over-all interest of the State economy.

(6) When cases are cleared by the Board for giving of loan or grants, the loanee/the grantee shall have to execute the deed of Hypothecation (which shall include the deed of Mortgage) and the deed of Grant.

(7) Loan shall be released to the loanee in one or more instalment as may be fixed by the Board.

(8) When a unit is approved for a grant of loan, individual file for such unit shall be opened and the details of loan shall be entered in the loan ledger.

(9) All recovery cases, correspondences, reports and returns, shall be kept and dealt in the individual file of the unit.

(10) All loan amounts (Principal sum and the Interest) shall be remitted to the Khadi & Village Industries Commission by means of Draft/Cheque regularly.

11. REPAYMENT AND RECOVERY :

The loanee on his own violation and before the expiry of the due date must repay the instalment due consisting of a part of the principal sum together with the interest accrued every year without fail by means of A/c payee cheque or draft, or cash.

12. PENALTIES :

(1) Failure to pay instalment, interest or any other dues in time or any breach of contract as contained in the deed of Agreement and non-compliance of written order from the Mizoram KVI Board shall entail any or all of the penalties prescribed below :—

(a) Seizure and confiscation of the hypothecated or mortgaged properties, as sets created out of the loan or grant money or any other personal assets

including land and building, or any or all the personal assets of the loanee, to the extent of the amount defaulted or twice the amount defaulted. All such seizures and confiscated assets shall be liable to public auction by the Board and the auction-saleproceed shall be kept by the Board to make good the dues and liabilities of the loanees towards the Board.

(b) Refund of the grants/loans, already received by him together with interest accrued thereon, with or without penal interests.

(c) Publication of the names of defaulter in the local newspapers or magazines.

(2) All such penalty orders may be passed by the Chief Executive Officer or any other Authorised Officer or Member of the Board in writing, after recording the reasons and grounds for which the penalties are imposed. And such penalty orders shall be served on a defaulter with a copy endorsed to the State Government or local authority, as the case may be, for enforcement.

(3) For the purpose of recovery of loan and imposition of penalties, the term 'Loanee' or 'Grantee' or 'Defaulter' shall include his legal heir or heirs.

13. GRANT :

Outright grants-in-aid may be given to Registered Units on the following terms and conditions :—

(a) That the unit must be registered with the Mizoram KVI Board or the Department of Industries.

(b) That the units must profess trade or productions of items under the purview of Khadi & Village Industries Subjects.

(c) That the unit shall utilise the grant only for the purpose it is granted.

(d) That the Grantee shall submit Utilisation Certificate and other reports and returns as may be directed by the Board.

(e) That the Grantee shall be liable to penalties as prescribed in Rule 12 above, for breach of contract as enshrined in the deed of Grant or for breach of Rules, Orders and Regulations made by the Mizoram Khadi & Village Industries Board, or for any other form of misuse of the grants.

14. QUANTUM OF GRANTS :

(1) The amount of grants shall be determined by the Board, keeping in view the existing pattern of assistance or grants as prescribed by the Commission.

(2) The Board shall have the right to relax the existing pattern if the Grantee's requirement is of a special nature, which deserves special consideration.

15. PROCEDURE :

- (1) The application for grants shall be submitted by the units to the Mizoram KVI Board Office, in a prescribed form, with necessary enclosures prescribed.
- (2) After scrutinising the requirements of the applicants and after examinations of his works programme, the amount of grants admissible to him shall be determined by the Board, keeping in view the verification reports/observations/recommendations submitted by the verifying Officer.
- (3) After the Board has approved the grants, the Grantee shall have to execute a deed of Grant in the form prescribed in Annexure-IV.
- (4) It shall be within the power of the Board to give grant only without giving him a loan.

16. TECHNICAL ASSISTANCE AND TRAINING :

- (1) The Board shall assist the units by way of giving him technical guidance. Technicians of the Board shall assist the unit by installing their machines and teach them the operational techniques.
- (2) Regular inspection shall also be conducted by the officials of the Board to assess the performance of the unit, with a view to improve the units and to know their requirements including market facilities.
- (3) Technical Training or Demonstration shall also be arranged by the Board for the benefit of the artisans in collaboration with the Khadi & Village Industries Commission, or Recognised Training Institutions. All such Training expenditure shall be borne by the Board/Commission.
- (4) Selection of artisans for training shall be made by the Selection Committee of the Mizoram KVI Board.
- (5) Whenever artisans are selected for training inside or outside the State, the Board shall not be responsible for the wrongs or mischief which may be committed by the artisans.

The Board shall not be bound for their future employment, nor the Board shall be responsible for any accident that may occur to an artisan during the course of training,

17. SECURITY MORTGAGES AGAINST LOAN :

For the security of loan, the Board will accept any of the following as security. And the loanee shall execute deed of Mortgage as per Annexure-VIII.

- (1) **LAND SETTLEMENT CERTIFICATE** : Land settled under Land Settlement Certificate issued by the State Government of Mizoram or Autonomous Councils : Provided that—

(a) the land must be free from any encumbrances ; and

(b) the land value shall be taken as per valuation of the Government or as per the valuation of the authorised valuer of the Mizoram KVI Board.

(2) PERIODIC PATTI/WET RICE CULTIVATION/LEASE-HOLD : Land settled under Periodic Patti or valid wet-rice Cultivation Pass or Lease-hold having a validity period of not less than 10 years, provided-

(a) those Lease-hold land rate are free from any encumbrances ; and

(b) the value of such land has been determined as per valuation of the State Government authorities or as per valuation of the authorised valuer of the Mizoram KVI Board.

(3) HOUSE PROPERTY WITHOUT LAND SETTLEMENT CERTIFICATE :

Land with building thereon or house property standing on settled land or unsettled land may also be accepted as security for mortgage against loan taken by a loanee, provided the value of such building together with the value of land is equal or exceeds the total amount of loan taken.

(4) PLANTATION/GARDEN : Full grown Teak Plantation and full-grown Fruit Garden may also be accepted as security for mortgage, provided-

(a) that the value of such plants or trees together with the value of land becomes equal or exceeds the value of loan taken ;

(b) that the value of trees or plants shall be calculated as per norms, in vogue in the Forests Department or Revenue Department or in the Office of the Deputy Commissioner of the District or as per valuation of the authorised value of the Mizoram KVI Board.

(c) that in the case of Fruit Garden or Teak Plantation, having no valid land pass issued by Revenue Department, there must be a Certificate from Divisional Forest Officer/Range Officer in the case of Teak Plantation and Revenue Officer or Block Development Officer/Administrative Officer (Gazetted) in the case of Fruit Garden, to the effect that the land or site is free from any encumbrances or dispute and that there are full grown trees/fruit bearing plantation it.

(5) LAND SETTLEMENT CERTIFICATE/HOUSE PROPERTY WITH POWER OF ATTORNEY :

(a) The Board may accept a mortgage of house property or Land Settlement Certificate offered by a deponent on behalf of and in favour of a loanee ; provided that an affidavit is executed by the owner of the property thereby giving the power of Attorney to the Chief Executive Officer of the Mizoram KVI Board, which will vest full power in the Chief Executive

Officer to sell on auction such mortgaged property in the event of non-repayment of loan by the loanee. In such an eventuality, all the sale proceeds shall be utilised for the Settlement of loan together with interest accrued thereon including penal interest.

Provided further that if the sale proceed realised from auction sale is in excess of the arrear dues standing against the loanee, such excess amount shall be paid to the property holder.

(b) The power of Attorney shall be executed on a non-judicial stamp paper of value not less than Rs. 10/- (Ten) in present of witnesses before the District Registrar concerned appointed under the Registration Act, 1908, in the form prescribed in Annexure-IX.

(6) Hypothecation of Assets : The loanee shall hypothecate all assets created out of the loan or grant money by executing a deed of Hypothecation.

The Hypothecated properties shall remain as the properties of the Board until the loans are fully repaid to the Board. And the loanee shall have no right to sell such hypothecated properties without the permission of the Board.

(7) GUARANTORSHIP - Loan may be guaranteed by a Guarantor by executing a deed of Guarantee in the form as prescribed in Annexure-X before the District Registrar concerned. The Guarantor must be an officer under the State Government or Central Government or an officer in any Semi-Government Organisation on permanent basis, provided the Guarantor is not due to retire from service within five years of the date of execution of the deed.

(a) Guarantorship shall be allowed only in the case of loanee belonging to rural areas where there is no land settlement system and for those loanees whose mortgaged property is inadequate in value.

(b) The Chief Executive Officer may permit Guarantorship under special circumstances and on reasonable grounds. A Guarantor, other than officer of the Government or Semi-Government Organisations, may be accepted only when there is no other means of loan security.

(8) Authorised Valuer :

(a) The Board shall designate any of its officers as the Authorised Valuer by issuing an order to that effect, the value of any mortgaged property.

(b) The Board prescribes the valuation norms and the forms for the purpose of valuation of properties and assets as in Annexure-XI subject to modifications by order from time to time.

18. MODE OF REALISATION OF DUES/ATTACHMENT OF PROPERTIES :

(1) Any property/assets so pledged by the loanee or his Guarantor, shall be attached and auctioned by the Board for the purpose of realisation of dues from the defaulter of loan.

(2) For the purpose of (1) above, an order of attachment of the pledged properties or assets, shall be made by the Board.

(3) The copy of such order of attachment shall be served upon the loanee/guarantor with copies to the Revenue Department, the District Magistrate Police Authorities and Village Council Authorities.

(4) Having served the attachment order, the Board shall take physical possession of such properties with Police assistance, if necessary.

(5) After the properties/assets are attached, a public notices shall be floated for auctioning the property so attached.

(6) If a landed property or house building or any other form of immovable properties are attached and auctioned the Board shall get the same registered under the Registration Act, 1908 and move the Revenue Authority for mutation

(7) The amount so realised from the sale of such properties shall be credited into the loan account of the loanee.

19. POWERS OF THE BOARD :

The Board shall have power inter-alia to make concession on reasonable grounds if an applicant does not possess the required qualifications prescribed in these Rules for obtaining a loan or grant.

20. QUALIFICATIONS, LIABILITIES AND OBLIGATIONS OF GUARANTOR :

(1) If a loanee does not have assets/properties which can be pledged as security for loan, he may employ a guarantor who would be responsible for and on behalf of the loanee, for full repayment of his loan.

(2) A Guarantor –

(a) must be an adult and mentally sound person having a permanent residence in Mizoram.

(b) who is not a Government servant, must have movable or immovable asset/property free from any encumbrances, worth the total amount of loan for which he stands as a Guarantor-

(c) must not be insolvent.

(d) if he is a Government servant, he must be a permanent or quasi-permanent Government servant. And his four years total emolument must exceed the total amount of loan he guaranteed.

(e) a Guarantor shall be wholly responsible for any act of default committed by the loanee. The entire responsibility to repay the loan taken by his client shall rest on him and he shall be liable to any legal proceeding initiated against the loanee or on behalf of the loanee.

(f) a Member of Parliament, Member of Mizoram Legislative Assembly or any other person having fixed tenure of office shall be qualified as Guarantor, only when the period of tenure is not less than four years from the date he signed as a Guarantor, unless and otherwise, he qualified as Guarantor by virtue of other provisions.

(g) who is not a Government servant may be a business man or shop-owner, registered Contractor or any other professions with good financial standing or paying professional taxes to the Government annually.

(h) a Government servant Guarantor must produce a No-objection Certificate from his employer. A registered Contractor must produce his registration Certificate or testimonial from the Department in which he is a registered Contractor. A business man or shopowner or any other category of persons must produce a testimonial from Administrative Officer/Village Council President or any other Gazetted Officer working in that village, as well as a professional Tax-Clearance or Assessment Certificate from the Taxation Department, Government of Mizoram.

(i) must execute a bond as prescribed by the Board, and all the stipulation of such bonds/agreement shall be binding on him till the loan is fully repaid.

21. PENALTIES FOR MISUSE OF LOAN AND GRANTS :

(1) A loanee/grantee shall utilise the loans or grants he has taken from the Board, strictly for the purpose for which the loan/grant was sanctioned.

(2) Any diversion or misuse of such loans/grants, shall be visited with any or all of the following penalties mentioned below :—

(a) Imposition of fines/penalties upto Rs. 10,000/- (Ten thousand) or to the extent of full amount of the loan he has taken.

(b) Attachment and confiscation of properties belonging to the loanee or his guarantor.

(c) Publication of names in the Newspapers or Magazines.

(3) Loanee means and includes his guarantor for the purposes of this Rule.

22. REFERENCE TO MAGISTRATE/COURT OF LAW/POLICE AUTHORITIES :

(1) Any dispute arising from any cases of loan repayment, attachment and confiscation of properties, imposition of fines and penalties, default or any other cases of dispute may be referred to the District Magistrate/S.D.O. con-

cerned or a certified officer under the Bengal Public Demands Recovery Act, 1913 as adapted, after declaring all such dues as "Public Demand".

(2) On receipt of any reference from the Board, the authority concerned, shall take appropriate action on the defaulter loanee/grantee or his Guarantor, in accordance with the provisions of this Rule or under the Bengal Public Demands Recovery Act, 1913, as the case may be.

23. BOARD'S POWER TO CANCEL LOANS/GRANTS :

(1) If, for any reasons which in the opinion of the Board is not satisfactory, a loanee/grantee fails to utilise the loans/grants for the right purpose within six months from the date of the receipt of the loans/grants, the Board shall be at liberty to cancel the loans/grants.

(2) In the event of cancellation of the grant/loan, the loanee/grantee shall refund the amount of loan/grant with interest accrued thereon within one month from the date of the order of cancellation.

(3) If a loanee/grantee fails to refund the amount within the stipulated time, the Board shall have the right to impose penalties as prescribed in Rule 12 or 22 of these Rules as the case may be.

(4) In the event of cancellation of loan, the Board shall have the power to re-allot the loan/grant to any other applicant from amongst the panel of the waiting list or any other deserving applicants.

(5) In such a case, the Board may allow the new loanee/grantee to repay the instalment dues starting with the second instalment provided the previous loanee/grantee had paid up the first instalment dues.

24. RESIDUARY MATTERS :

(1) Nothing contained in these Rules shall negate the right, authority and power of the Board as contained in the Mizoram Khadi & Village Industries Board Act, 1982 and Rules and Regulations made there under.

(2) Any deviations from the provisions of these Rules and Contradictions, if any, with any other Rules and orders enforced by the Commission or the State Government shall be rectified or amended, or regularised by the Board immediately falling within its power as contained in the Mizoram Khadi & Village Industries Board Act, 1982.

(3) The Board shall have the power to decide and settle any issues or aspects regarding loans/grants, which are not specifically provided in these Rules.

(4) The Board shall monitor and evaluate the progress of the loanee in utilising the loans taken from the Board. Loanees/grantees shall submit reports and returns as may required by the Board from time to time in the forms prescribed in Annexure-XII to these Rules.

The Mizoram Loans and grants (to KVI Units) Rules, 1986 and the Mizoram (Loans and Grants to KVI Unit) Rules 1991 are hereby repealed. Provided that any action taken on the basis of these Rules shall be deemed to have been taken under these Rules.

L.R. Laskar,
Secretary to the Govt. of Mizoram,
Industries Department.

ANNEXURE-I
(See Rule 5)

APPLICATION FORM FOR KVI REGISTRATION

- [illegible]

R E M A R K S :

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ANNEXURE - II
(Sec. Rule 6(1) (a))

REGISTRATION CODES

The following code shall be used for allotting Registration Numbers. Abbreviation of sub-schemes will be indicated within bracket (or bar) after the main heads.

	Industry	Year	District	Serial No. of Registration Book
1. ALLUMINIUM :	—KVI/ALM/			
a) Alluminium 'C'	KVI/ALM/C/			
b) Alluminium 'D'	KVI/ALM/D/			
2. BEEKEEPING :	—KVI/BEE			
a) Commercial Apiary	KVI/BEE/CA/			
b) Semi Commercial Apiary	KVI/BEE/SC/			
c) Bee Nursery	KVI/BEE/BN/			
3. CANE & BAMBOO	—KVI/CNB/			
a) Family Unit	KVI/CNB/FU/			
b) Institution works	KVI/CNB/INST/			
c) Broom Unit	KVI/CNB/BR/			
4. CANDLE & WAX	—KVI/CAW/			
5. CARPENTRY	—KVI/CAR/			
a) Carpentry (PHU)	KVI/CAR/PHU/			
b) Carpenry (HU)	KVI/KAR/HU/			
c) Carpentry (Instt)	KVI/CAR/INST/			
d) Carpentry (Entre)	KVI/CAR/ENT/			

	Industry	Year	District	Serial No. of Registration Books.
6. BLACKSMITHY	—KVI/BLK/			
a) Blacksmithy (HU)	KVI/BLK/			
b) Blacksmithy (PHU)	KVI/BLK/HU/			
c) Blacksmithy (Inst)	KVI/BLK/INST/			
d) Blacksmithy (Ent)	KVI/BLK/ENT/			
7. IRON GRILL	—KVI/IRG/			
a) Entrepreneur	KVI/IRG/ENT/			
b) Individual Unit	KVI/IRG/IND/			
8. ELECTRONICS	—KVI/ELC/			
a) Assembling Unit	KVI/ELC/ASY/			
b) Other Electronics	KVI/ELC/OE/			
9. FRUIT & VEGETABLES	—KVI/FVP/			
a) Cottage Unit	KVI/FVP/CU/			
b) Home Scale	KVI/FVP/HS			
c) Individual Unit	KVI/FVP/IND/			
10. FIBRE	—KVI/FBR/			
a) Leaf Cup	KVI/FBR/LC/			
b) Raspador	KVI/FBR/RP/			
c) Ban Machine	KVI/FBR/BM/			
11. GUR & KHANSARI	—KVI/GNK/			
a) P.D Unit	KVI/GNK/PD/			
b) B.D Unit	KVI/GNK/BD/			
c) Raswati Juice	KVI/GNK/RJ/			
d) Community Gur	KVI/GNK/CG/			
e) Khansari	KVI/GNK/K/			
12. HANDMADE PAPER	—KVI/HMP/			
a) Exercise Book	KVI/HMP/EX/			
b) File Board/Cover	KVI/HMP/FBC/			
c) Envelope	KVI/HMP/EN/			
d) Any Other Paper Works	KVI/HMP/AOP/			

	Industry	Year	District	Serial No. of Registration Books.
13.	LIME & POTTERY	—KVI/LMP/		
	a) Cottage Pottery	KVI/LMP/CP/		
	b) Individual Brick	KVI/LMP/IND/		
	c) Brick Bhatta	KVI/LMP/BHT/		
	d) Stone Crusher	KVI/LMP/SC/		
	e) Stone Quarry	KVI/LMP/SQ/		
	f) Educated Potter	KVI/LMP/EP/		
14.	LEATHER GOODS	—KVI/LTR/		
	a) Cobler	KVI/LMP/CB/		
	b) Leather Goods Unit	KVI/LMP/LG/		
	c) Foot Wear	KVI/LMP/FW/		
	d) Bone Crushing	KVI/LMP/BC/		
	e) Flaying Centre	KVI/LMP/FC/		
	f) Tanning	KVI/LMP/TN/		
15.	NON-EDIBLE OIL	—KVI/NEO/		
	a) Laundry Soap	KVI/NEO/LS/		
	b) Detergent Powder	KVI/NEO/DP/		
	c) Seed Collection	KVI/NEO/SC/		
	d) Oil Pressing	KVI/NEO/OP/		
16.	P.C.P.I	—KVI/PCP/		
	a) Bakery 'A'	KVI/PCP/A/		
	b) Bakery 'B'	KVI/PCP/B/		
	c) Bakery 'C'	KVI/PCP/C/		
	d) Masala	KVI/PCP/MSL/		
	e) Paddy	KVI/PCP/PDY/		
	f) Chow	KVI/PCP/CHW/		
	g) Animal Feed	KVI/PCP/AF/		
	h) Papad Unit	KVI/PCP/PP/		
17.	PLASTICS	—KVI/PLS/		
	a) Individual Unit	KVI/PLS/IND/		
	b) Entrepreneur Unit	KVI/PLS/ENT/		
18.	RUBBER	—KVI/RUB/		
	a) Individual Unit	KVI/RUB/IND/		
	b) Entrepreneur Unit	KVI/RUB/ENT/		
19.	VILLAGE OIL	—KVI/VOI/		
	a) Individual Unit	KVI/VOI/IND/		
	b) Entrepreneur Unit	KVI/VOI/ENT/		

	Industry	Year	District	Serial No. of Registration Books.
20. TAILORING	KVI/TLR/			
a) Individual Unit	KVI/TLR/IND/			
b) Entrepreneur Unit	KVI/TLR/ENT/			
c) Readymade Ent.	KVI/RM/IND/			
d) Readymade Indv.	KVI/RM/IND/			
21. KNITTING	KVI/KNT/			
a) Individual Unit	KVI/KNT/IND/			
b) Entrepreneur Unit	KVI/KNT/ENT/			
22. SERVICES	KVI/SER/			
a) Diesel Engine	KVI/SER/DE/			
b) Electric Repair	KVI/SER/ER/			
c) Laundry	KVI/SER/LD/			
d) Barber	KVI/SER/BB/			
e) Saloon	KVI/SER/SL/			
f) Plumbing	KVI/SER/PB/			
23. KHADI	KVI/KH/			
a) Cotton	KVI/KH/C/			
b) Silk	KVI/KH/S/			
c) Woolen	KVI/KH/W/			
24. EMPORIUM	KVI/GRS/			
a) Aizawl	KVI/GRS/AZL/			
b) Lunglei	KVI/GRS/LL/			
c) Chhimtuipui	KVI/GRS/CTP/			
25. N.S.F.D.C	KVI/NSF/			
a) Watch Repairing	KVI/NSF/WR/			
b) Tyre Retreading	KVI/NSF/TYR/			
c) Log Saw	KVI/NSF/LS/			
d) Transport	KVI/NSF/TRP/			
e) Photography	KVI/NSF/PGY/			
f) Tinsmithy	KVI/NSF/TIN/			
g) Poultry	KVI/NSF/PTY/			

As indicated above :—

First Column is K.V.I

Second Column is Trade (major head)

Third Column is Sub-Trade (minor head)

Fourth Column is Year of Loan

Fifth Column is District

Sixth Column is Serial No. in the Registration Book.

Note : Any Industry, not shown above, shall also be coded in similar fashion.

ANNEXURE-III

(See Rule 6(1)(b)

LIST OF INDUSTRIES UNDER THE PURVIEW OF KVI

KHADI :

- 1) Cotton Khadi
- 2) Woolen Khadi
- 3) Silk Khadi

GROUP—1 : MINERAL BASED INDUSTRY :

1) COTTAGE POTTERY INDUSTRY :

- a) Pottery
- b) Brick Clamp
- c) Brick Bhatta
- d) Educated Potter etc.

2) LIME INDUSTRY :

- a) Lime Stone
- b) Chalk etc.

3) STONE QUARRY :

- a) Stone Quarry
- b) Stone Crusher etc.

- 4) Utility articles made out of stone
- 5) Slate and Slate Pencil-making
- 6) Manufacture of plaster of Paris
- 7) Utensil Washing Powder
- 8) Fuel Briguetting
- 9) Jewellery out of gold, silver stone shell and synthetic materials.
- 10) Manufacture of Gulal Rangoli
- 11) Manufacture of Bangles
- 12) Manufacture of Paints, Pigment varnihes and Distemper

GROUP—II : FOREST BASED INDUSTRY :

- 13) Handmade Paper
- 14) Manufacture of Katha
- 15) Manufacture of Gums and Resins
- 16) Manufacture of Shellac
- 17) Cottage match Industry ; manufacture of Fire Works and Agarbatis
- 18) Manufacture of Bamboo and Cane Works
- 19) Manufacture of Paper Cups, Plates, Bags and other Paper Container.

- 20) Manufacture of exercise Book binding, Envelope making, Register making including all other stationery items made out of Paper.
- 21) Khus tattis and Broom making.
- 22) Collection, processing and packing of Forest products
- 23) Photo Framing
- 24) Manufacture of Jute products (under Fibre Industry)

GROUP--III : AGRO-BASED INDUSTRY :

- 25) PROCESSING, PACKING AND MARKETING OF CEREALS, PULSES, SPICES, CONDIMENTS, MASALA ETC.

- | | | | |
|---------------|---------------|---------------|----------|
| a) Bakery 'A' | b) Bakery 'B' | c) Bakery 'C' | d) Paddy |
| e) Chow | f) Papad etc. | | |

- 26) Palm-gur making and other palm industry

- 27) GUR & KHANSARI :

- | | |
|---------------|-----------------|
| a) Gur B/D | b) Gur P/D |
| c) Cane Juice | d) Sweet Making |

- 28) BEE-KEEPING :

- | | |
|--------------------------------|---------------------|
| a) Bee-keeping individual unit | b) Medium Apiary |
| c) Semi Commercial Apiary | d) School Unit etc. |

- 29) Fruit & Vegetable processing preservation and canning including Pickles.

- 30) Ghani Oil Industry
- 31) Fibre and other than Coir
- 32) Collection of Forest Plant and fruits or Medicinal purposes
- 33) Processing of Maize and Ragi
- 34) Pith-pork, manufacture of pith mats and garland etc.
- 35) Cashew Processing
- 36) Leaf Cup making

GROUP-IV : POLYMER AND CHEMICAL BASED INDUSTRY :

- 37) Flying, curing and tanning of hides and skins and ancillary industries connected with the same cottage leather industry.
- 38) Cottage Soap Industry.
- 39) Manufacture of Rubber goods (dipped latex products
- 40) Products out of Rexins, PVC etc.
- 41) Horn and Bone including ivory products
- 42) Candle, Camphor and Sealing Wax making
- 43) Manufacture of packing items of plastic
- 44) Manufacture of Bindi
- 45) Manufacture of Mehendi

- 46) Manufacture of essential Oil
- 47) Manufacture of Shampoos
- 48) Manufacture of Hair Oil
- 49) Detergents and Washing powder
- 50) CARPENTRY :

- a) Carpentry (Entrepreneur)
- b) Carpentry (PHU)
- b) Carpentry (HU)

51) BLACKSMITHY :

- a) Blacksmithy (Institutional Workshop)
- b) Blacksmithy (Entrepreneur)
- c) Blacksmithy (PHU)
- d) Blacksmithy (HU)

52) MANUFACTURE OF HOUSE-HOLD ALLUMINIUM UTENSILS :

- a) Alluminium 'C'
- b) Alluminium 'D'

- 53) Manufacture and use of manure and methane (gobar) Gas from Cow-dung and other waste products (such as flesh of dead animals, night soils etc.)
- 54) Manufacture of decorative bulbs, bottles, glass etc.
- 55) Manufacture of Paper pins, Clips, Safety pins, Stove pins etc.
- 56) Umbrella Assembling
- 57) Solar and wind energy implements
- 58) Manufacture of Handmade Utensils out of Brass
- 59) Manufacture of Handmade Utensils out of Copper
- 60) Manufacture of Handmade Utensils out of Bell, Metal
- 61) Other articles made out of Brass, Copper
- 62) Product of Radios
- 63) Production of Cassette Player whether or not fitted with Radio.
- 64) Production of Cassette Recorder whether or not fitted with Radio.
- 65) Production of Voltage Stabiliser
- 66) Manufacture of Electronic Clocks and Alarm time pieces
- 67) Carved Wood and Artistic Furniture making
- 68) Tinsmithy
- 69) Motor Winding
- 70) Wire net making
- 71) Iron Grills making
- 72) Manufacture of rural Transport Vehicles such as Hand cart, Bullock carts, Small boats, Assembly of bicycles, Cycle-Rikhsa, Motorised cart etc.
- 73) Manufacture of Musical Instruments

GROUP—V : TEXTILE INDUSTRY (INCLUDING KHADI)

- 74) Polyvastra which means any cloth woven on Handloom in India from yarn Hanspun
- 75) Manufacture of Lok-vastra cloth
- 76) Hosiery
- 79) Tailoring and preparation of Readymade garments
- 78) Batick Work
- 79) Toy and Doll making
- 80) Thread Balls and Woolen Ballin, Lacchiu making.
- 81) Embroidery
- 82) Manufacture of Surgical Bandages
- 83) Stove wicks

SERVICE INDUSTRY

- 84) Loundry
- 85) Barber
- 86) Plumbing
- 87) Servicing of electrical wiring and electronics domestic appliance
- 88) Repairs of Diesel Engines, Pump Set etc.
- 89) Tyre Vulcanising unit
- 90) Agriculture Servicing for sprayers insecticide pump set
- 91) Hiring of Sound system like loud-speaker, amplifier, mike etc.
- 92) Battery
- 93) Art Board Painting
- 94) Cycle repair shops
- 95) Masonry

Note : New industries as may be notified by KVIC from time to time.

A N N E X U R E—IV
(See Rule 6 (1) (i))

DEED OF GRANT.

This DEED OF GRANT made on the _____ day of _____
19_____ between _____ S/o _____ herein-
after called the Grantee on one part,

And the Mizoram KVI Board, bereinafter refer to as the GRANTOR on the
other part,

Now under the terms of this deed of agreement, the Grantor has agreed to
give the Grantee grant-in-aid of Rs. _____ (Rupees _____)
only for the purpose of works/items specified below :—

- 1) _____
- 2) _____
- 3) _____

NOW THIS DEED witness that—

- 1) The grantee shall faithfully abide by all such directions and instructions, which the Grantor may from time to time give to the Grantee.
- 2) The grantee shall utilise the grant only for the purpose it is granted.
- 3) The Grantee shall submit his expenditure Statement/Utilisation Certificate within six months from the date of receipt of grants or date fixed by the Board.
- 4) The grantee shall furnish reports and returns as directed by the Grantor from time to time.
- 5) That the Grantor shall have the right to inspect all the books of accounts, office and factory premises of the Grantee.
- 6) The grantee shall maintain assets created out of the said grants in good working condition and shall not dispose them without the permission of the Grantor.
- 7) The Grantee shall discharge his duties and liabilities towards the Grantor, faithfully and regularly.
- 8) Nothing in these clauses, shall prejudice, the right, power and authority of the Grantor which the Mizoram KVI Board Act, 1982 has confirmed upon the Grantor.
- 9) The word 'Grantee' shall include, legal heirs of the Grantee, for the purpose of this arrangement.
- 10) All disputes and differences arising out of this grant shall be arbitrated by the Grantor or by the Khadi and Village Industries Commission.

In witness where of the Grantor and the Grantee have affixed signature here below :—

Signature of Grantor
Seal

Signature Name & Address
of Grantee with Seal

Signed in presence of witness :—

- 1) _____

- 2) _____

REFERENCE :

This Grant is made on the basis of Sanction/Approval of the Mizoram Khadi and Village Industries Board Order—

No. _____

Date _____

ANNEXURE—V
(See Rule 6(2)(v))

IDENTITY CERTIFICATE

Pi/Pu _____ S/o or H/o _____
hi kan khua/veng-a awm nghet a ni a, State dang atanga lo kal emaw Foreign-
ner emaw a ni lo tih ka han sawifiah (confirmed) nghat bawk e.

Tin, amah hi Kum _____ a upa a ni a. A hming ziaak dan (Signature)
pawh a hnuaia mi ang hi a ni e.

Kan khua-ah In leh lo nghet nei/mi In luah hawhin aa awm mek a ni.

V/C President/A.O/ Gazetted Officer

Hming ziaak entirna
(Speciment Signature)

ANNEXURE - VI
(See Rule 7(1))

DEED OF LOAN AND HYPOTHECATION

ARTICLE OF AGREEMENT made and entered into this _____

day of _____ 19____ between the Mizoram Khadi & Village Industries Board
which was established by the Mizoram Khadi & Village Industries Board act of
1982, which shall, hereafter, be referred to as the 'LENDER' on one part.

AND

Mr/Mrs _____ Son of/Daughter of _____

Mr _____ who shall hereafter be referred to as the
'Borrower' on the other part.

Whereas the Borrower has requested the Lender for a loan

Rs. _____ (Rupees _____)

only for the purpose of _____ and the lender has agreed to provide loan, as described below from the annual budget of _____

MARGINMONEY (LOAN) : Rs. _____

C.E.LOAN : Rs. _____

W.C. LOAN : Rs. _____

On the following terms and conditions mentioned below :-

1. (i) That the loan shall be utilised for the purpose of establishing Industries (_____) only.

(ii) That the C.E.Loan and W.C. Loan shall be repaid as per instalment repayment scheduled.

(iii) That the Margin Money will be provided as interest free loan initially. And the Margin Money shall be converted into Grant only after repayment of Principal Instalments, upto 70% of the total term loan, together with interest thereon.

The Margin Money shall not be converted into Grant if the loanee fails to repay instalment dues as per scheduled and the loanee shall refund the Margin Money with Interest thereon at the annual interest of _____ calculated from the date of release of fund.

(iv) Any application of these loan money to any purpose, other than for the purpose it is sanctioned shall be considered as misuse of loan.

(v) In the event of death or any kinds of physical disabilities of the loanee, the loan liabilities will fall on his/her legal heir(s).

Furnish name of legal heir : _____

2. The Borrower hereby mortgaged in favour of the Lender the properties described below :-

1. _____

2. _____

3. _____

together with the property to be hereafter created out of the said loan money TO THE INTENT that all such properties shall remain and be charged in favour of the lender, as SECURITY for the repayment of the said loan (The principal sum and the interest thereon).

CR

The Borrower hereby submit a deed of Guarantee duly executed by the Guarantor before the Magistrate.

3. The Borrower has agreed repayment of loan by such instalment as indicated below :-

a) Amount of loan : _____

b) Nos. of instalment permitted : _____

c) Amount of one instalment : _____

d) Amount of W.C.Loan : _____

e) Nos. of instalment permitted : _____

f) Amount of one instalment : _____

g) Rate of interest of C.E. Loan : _____
W.C.Loan : _____

h) Repayment Scheduled and Due date of instalment :

Margin Money : Rs. _____

(Rupees _____)

Ist Instalment

Due Date

C.E. Loan _____

Interest @16 1/2% _____

W.C. Loan : _____

Interest @ _____

2nd Instalment

Due Date

C.E. Loan : _____

Interest@ 16 1/2% : _____

W.C. Loan : _____

Interest @ ——— : _____

3rd InstalmentDue Date

C.E. Loan : _____

Interest @ 16 1/2% : _____

W.C. Loan : _____

Interest @ ——— : _____

4th InstalmentDue Date

C.E. Loan : _____

Interest@ 16 1/2% : _____

W.C. Loan : _____

Interest @ ——— : _____

5th INSTALMENTDue Date

C.E. Loan : _____

Interest@ 16 1/2% : _____

W.C. Loan : _____

Interest @ ——— : _____

6th InstalmentDue Date

C.E. Loan : _____

Interest@ 16 1/2% : _____

W.C. Loan : _____

Interest @ ——— : _____

4. In witness where of and in full agreement of all the foregoing clauses, the Borrower and the lender hereunto affix our signatures.

Signature: (—————) (—————)

Name of LENDER—————Name of
BORROWER—————

On behalf of S/o—————

Mizoram Khadi & Village Industries Add :—————

& —————

Seal

Dated the—————19—————

5. In witness of the said loan

Signature of Witness :—————

Name of Witness :—————

Address :—————

—————

6. Registered under File No.—————

Signature of Officer i/c—————

ANNEXURE—VII (See Rule 10(4))

APPRAISAL FORM

A. PARTICULARS OF THE APPLICANTS :

i) Name and present address of applicant : —————
—————
—————

ii) Age : —————

iii) Educational and Technical Qualification : —————
—————

iv) Status(indiv./Entre./Co-op.) : —————

v) Marital Status (Married/Unmarried/
Separated) : —————

vi) Present Occupation of applicant : —————
—————

B. LOCATION OF FACTORY :

Khadi & Village Industries Commission insisted that the location of factory/proposed industry must be specific and should be free from all kinds of encumbrances, keeping in view ownership dispute, rental and lease agreement etc. and also transportation problems, power and water connection etc.

In view of these factors, furnish the following :—

- i) Exact location of the proposed site/room/shed: _____
- ii) Total area available (in Sq. ft.) : _____
- iii) Whether the proposed site is vacant
land or building already constructed : _____
or room/shed to be taken on rent/lease : _____
- iv) Who is the legal owner of proposed : _____
site(write name and address of Owner)
- v) If the proposed site is to be taken on
rent/lease, are there any agreement : _____
made at least for 3 years
- vi) Is the site accessible with Truck or
Jeep or none : _____
- vii) Is power line available ? or shall
use Generator. : _____
- viii) Depending on the nature of Industries
water is a must. Is water arrangement : _____
made or can do without water supply
- ix) If any factory shed or building is to be constructed, indicate :—
 - a) Area of the proposed building (in Sq. ft) _____
 - b) Rate of construction per sq. ft. or sq. metre: _____
 - c) Total cost of construction : _____
 - d) Whether Kutcha or Semi-pucca or
pucca-building : _____
- x) Time required for completion of construction
(indicate target date of completion) :—

C. ECONOMIC VIABILITY AND TECHNICAL FEASIBILITY :**1. Raw-materials :**

- i) What are the basic raw- material required?: _____

- ii) From where to be procured : _____
- iii) Quantum of raw-material available (per : _____
season or per annum or per month) _____

- iv) Cost of raw-material prevailing rate (per unit) : _____
- v) If raw materials are to be procured from far distances, what is approximate transportation cost per annum : _____

2. Plants and Machineries :

- i) What are machineries required? Indicate model size and prices : _____
- ii) From where to be procured?(Furnish address of dealers) : _____
- iii) Time required for procurement upto the stage of installation : _____
- iv) Target date of completion of installation: _____

3. Expertises :

- i) Whether the applicant has any knowledge of the trade or machineries for the proposed scheme. If so, describe what expertise he possess- : _____
- ii) If he is to employ expert, furnish names of these persons and their technical qualification. : _____

4. Capital In-put

- i) Total cost of Project : _____
- ii) Term loan required : _____
- iii) Promoter's Contribution : _____
- iv) Debt-equity ratio : _____

5. Production Analysis :

- i) Total production capacities of the Plant : _____
- ii) Capacity Utilisation (Percentage) : _____
- iii) Annual production target : _____
- iv) Break-even Point : _____
- v) Production Value (Annual) : _____

6. Sales Analysis :

- i) Annual Sales Value : _____
- ii) Gross Profit : _____
- iii) Production Expenditure : _____
- iv) Net Surplus : _____

7. Debt liabilities for first year : _____

D. REMARKS OF APPRAISAL COMMITTEE :

SEAL Signature of member of P.A.C. _____

ANNEXURE-VIII

(See Rule 17)

Rs. 10/-

NON-JUDICIAL STAMP
DEED OF MORTGAGE

I, S/o
a permanent resident of (Veng)
(Village), do hereby solemnly declare and affirm that -

i) I am a rightful and legal owner of house site/garden located at

ii) On this house-site, my residential building -
(.....)
Give description of the building is standing
The plinth area of the house is (sq. ft.)

iii) The present market value of land and building is estimated at Rs.
(Rupees)

Now in presence of witnesses and before the official Court of Honourable
Magistrate/Lordship a Magistrate

- first class in the office of
 I do hereby pledge and mortgage the said house and landed properties described above, to the Mizoram KVI Board as a security against loan taken/ to be taken by me from Mizoram KVI Board Office.

And I hereby confer the power of Attorney upon the Chief Executive Officer of Mizoram KVI Board, who shall henceforth hold power to sell or auction the said properties, if I, (Mr) the loanee, could not repay the loan in time, or violate any part of the Rules/Regulations enforced by the Mizoram KVI Board.

I further affirm that, I execute this Power of Attorney with clear conscience without any force, threat or coercion from any body.

Signature :
 Dated and Name of Deponent :

This Power of Attorney is executed before me in my Court Room/Office Chamber on this day of in presence of witnesses whose signature are appened below :—

Name & Signature of witness :
 (.....)
 1st Class Magistrate

1) SEAL
 2)

Registered No. Date :

ANNEXURE - IX
 (See Rule 17(5))
 Rs. 10/-

NON-JUDICIAL STAMP POWER OF ATTORNEY

I, s/o
 a permanent resident of Veng
 and legal and rightful owner of house property standing on land settled under L.S.C. No. do hereby solemnly declare and affirm that -

i) The house property land under Lsc No. on which the house property is standing, is my personal properties.

ii) The properties are/is free from all kinds of encumbrances, and is not mortgaged or pledged to anybody.

iii) The house building/semi-pucca building/temporary building, the fair market value is estimated at Rs. by Revenue Authority/Dy. Commissioner/Authorised Valuer of Mizoram KVI Board.

Now in presence of witness and before the official Court of Honourable Magistrate/Lordship a Magistrate first class in the office of I do hereby pledge and mortgage the said house and landed properties described above, to the Mizoram KVI Board as a security against loan taken/to be taken by Shri s/o from the Mizoram KVI Board office.

AND I hereby confer the Power of Attorney upon the Chief Executive Officer of Mizoram KVI Board, who shall henceforth hold the land document with full power to sell or auction the said properties, if Mr the loanee, could not repay the loan in time, or violate any part of the Rules/Regulations enforced by the Mizoram KVI Board.

I further affirm that, I execute this Power of Attorney with clear conscience without any force, threat or coercion from anybody.

Signature :
and Name of Deponent

Dated

:

This Power of Attorney is executed before me in my Court Room/Office Chamber on this day of in presence of witness whose signature are appended below :—

Name & Signature of witness :
(.....)
1st Class magistrate

1.

SEAL

2.

Registered No. Dt.

ANNEXURE - X
(See Rule 17(7))
Rs. 10/-

NON-JUDICIAL STAMP
DEED OF GUARANTEE

I, Son of/Daughter of/wife of/
a permanent resident of, and a permanent/Quasi-
permanent employee of in the Department
of (name of Government)

holding the post of do hereby guarantee the loan taken by Sbri S/o amounting to Rs. (Rupees) only from the Mizoram KVI Board.

In the event of non-repayment of loan and misuse of loan and grant by the loanee, I shall be held responsible.

And I promise to repay the full amount of loan either by deduction from by salary or by confiscation of any of my properties, which may be sold or auctioned, by the Mizoram KVI Board, for the repayment of loan taken by

And I will not raise any objection if my Controlling Authority make Compulsory deduction from my monthly salary of from my General Provident Fund account.

I further affirm that, I execute this deed on my own will without any coercion from anybody.

Dt. Signature :
&
Name of Guarantor :

This deed is signed and executed in my Court in my presence.

Signature of Magistrate :

In witness we append our signature -

Signature of Witness : (.....) (.....)

Name of Witness : (.....) (.....)

Registered No. : (.....) Dt.

One Copy each for : Lender/Borrower/Head of Department concerned/Magistrate Court.

ANNEXURE-XI (A)

(See Rule 18 (8))

VALUATION FORM NO. 1 (FOR BUILDING)

1. Name and Address of house : _____
owner and exact location _____

2. L. S. C. No./V. C. Pass : _____
 3. Type of building (pucca/semi-pucca/kutchra) : _____
 4. Total area of building (if multistored, all floors area added together) in sq. ft. : _____
 5. Year of Construction : _____
Cost of Construction : _____
 6. Value of building on the basis of PWD Scheduled of rates @ Rs. _____ per square feet. : _____
 7. Deduct annual depreciation @ 10% : _____
 8. Show total value of building (after deducting depreciation) : _____
 9. Prevailing market value in view of local market index : _____
 10. Any other remarks : _____
- _____
- _____
- _____
- _____
- _____

Date : _____

Signature of Valuer.

ANNEXURE-XI (B)

(See Rule 17 (8))

VALUATION FORM-II (FOR LAND)

1. Name and address of land Owner : _____

2. L.S.C. No./V.C. Pass No. : _____

3. Exact location of land (give detail address and name of neighbours on East, West, North, South boundaries) : _____

4. Total area of land in sq. ft. : _____
5. Steepness/slopeness of land in degree. : _____
6. Is the land convenient for shop : _____
 or
 For industry ? : _____
 or
 For residence ? : _____
7. Class of land as per Revenue classification. : _____
8. Total value of land @ Rs. _____
 per Square ft. : _____
9. Prevailing market value as per local market price index. : _____
10. Any other remarks : _____

Date _____

Signature of Valuer.

ANNEXURE XI(C)
(See Rule — 17(8))

VALUATION FORM — III
(for garden and plantation)

1. Name and address of land owner : _____

2. LSC No./VC pass No. or
ALSC/WRC No. : _____
3. Exact location of Garden
(Give detail of boundaries and
neighbours) : _____

4. Total area of garden in
Sq.ft./hectre or bigha : _____
5. Total Nos. of full-grown/fruit
bearing plants as per details below : _____
a) _____
b) _____
c) _____
d) _____

TOTAL : _____
6. Total value of plants/tree/crops as per
DC/Forest valuation norms : _____
7. Value of land @ Rs. — — —
per sq.ft./sq.metre in view of
convenience of the land/road
communication. : _____
8. Total Value of the garden together
with crops value. : _____
9. Prevailing market value as per
local market index. : _____

Date : _____

Signature of Valuer

A N N E X U R E -- XII
(see Rule — 24(4))

EVALUATION FORM

- | | | |
|--|---|--|
| 1. Name of Firm/Proprietor
and Present Address | : | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 2. Trade/Scheme | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 3. Year of Loan | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 4. Amount of Loan | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 5. Details of Machinery installed. | : | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 6. Building/Factory area (in sq.ft.)
If rented, what is annual rent ? | : | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 7. Loan repaid upto what instalment
Total amount already paid | : | <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 8. Number of employees
(including Proprietor) | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 9. Gross production value for one
year (in Rupees) | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 10. Wages & Miscellaneous expenditure. | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 11. Sales value (in Rupees) | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 12. Net profit | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 13. Date of Evaluation | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 14. Remarks (Active/Dormant/Defunct) | : | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |

Signature of Loanee

Signature of Evaluator

R E M A R K S :

(Please report if he had change
his address or occupation or any
other important remarks)