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NOTIFICATION

No.H.12018/2/99-PAD, the 10th March, 2000. In exercise of the powers conferred by sub-section (1) of section 19 of the Mizoram Salaries, Allowances and Pension of Members of the Legislative Assembly Act, 1999, (Act No. 5 of 1999) read with section 14 thereof, the Governor of Mizoram is pleased to make the following rules, namely :—

CHAPTER — I **PRELIMINARY**

Short title and commencement 1. (1) These rules may be called the Mizoram Legislative Assembly (Grant of Loans and Advances to Members) Rules, 2000.

Definition. (2) In these rules, unless the context otherwise requires —

- (a) “Act” means the Mizoram Salaries, Allowances and Pension of Members of the Legislative Assembly Act, 1999 (Act No. 5 of 1999);
- (b) “family” means spouse of the member and legitimate children and step-children residing with and wholly dependent upon the member;
- (c) “Form” means a form appended to these rules;
- (d) “Government” means the Government of Mizoram;
- (e) “member” means a member of Mizoram Legislative Assembly and includes Chief Minister, Deputy Chief Minister,

Speaker, Minister, Minister of State, Deputy Government Chief Whip, Leader of Opposition—party recognised as such by the Speaker and Deputy Speaker:

- (f) “Sanctioning Authority” means Secretary to the Mizoram Legislative Assembly.

CHAPTER — II

GRANT OF LOANS FOR CONSTRUCTION OF HOUSE

Application for grant of loans for construction of house. 3. A member desirous of getting loans for construction of a house may apply for it to the Sanctioning Authority as in Form ‘A’.

Conditions for grant of loan for construction of house. 4. Subject to the provisions contained in Section 14 of the Act, and also subject to the following conditions, the Sanctioning Authority may sanction a repayable loan of a sum not exceeding five lakh rupees for building or constructing a house, namely :—

- (a) The member concerned shall furnish an affidavit to the Sanctioning Authority to the effect that he is the sole owner of the land on which he intends to construct a house, and that neither he nor any other member of his family has drawn any house-building advance or housing-loan under any scheme from any other source.
- (b) The member concerned shall certify that the loan is actually required for constructing a house for occupation by himself or by his family members.
- (c) The land which is freehold, alongwith constructed there-upon shall be mortgaged to the Government as in Form ‘B’, before the loan amount is drawn by him.
- (d) The loan amount shall be disbursed in three instalments depending upon the stage of construction and the amount of each instalment shall be as under :—
 - (a) first instalment : equal to forty per cent of the loan for starting construction;
 - (b) second instalment : equal to forty per cent of the loan after the house has been constructed upto floor-level;
 - (c) third instalment : equal to twenty per cent, i.e. the balance amount of the loan, after the roof-level has been

completed ; Provided that the second or third instalment shall be released only when the member certifies and the Sanctioning Authority is satisfied that the amount of the first or second instalment, as the case may be, has actually been utilised for which it was drawn.

- (d) The member shall forthwith refund to the Government the amount, if any, which is not spent for the purpose for which it was drawn.
- (e) The building shall be maintained in good condition by the member concerned and all local taxes including house-tax in respect of the building shall be regularly paid by him.
- (f) The member shall insure the house so constructed with any of the local Units or Branches of the General Insurance Corporation against fire, earthquake etc. for the value of the loan within one month of completion of the Building, and such insurance shall be renewed from time to time till the loan alongwith interest is fully repaid.
- (g) The member shall be liable to pay interest on the loan taken, and make timely repayment of the loan-amount as well as the interest as required hereinafter in these rules.

CHAPTER—III

GRANT OF LOANS FOR PURCHASING READY-BUILT HOUSE

Application 5. (1) A member desirous of getting loan for purchasing a house for grant of loan for purchasing a house may apply for it to the Sanctioning Authority in Form 'C'

- (2) The application referred to in sub-rule (1) shall be accompanied by a Deed of agreement of sale as in Form 'D' executed by the intending seller in his favour.
- (3) The member shall furnish a surety bond as in Form 'E' executed by a person owning immovable property free from all encumbrance, for such loan.

Conditions 6. Subject to the provisions contained in section 14 of the Act and for grant of also subject to the following conditions, the Sanctioning Authority loan for purchasing a house may sanction the repayable loan of a sum not exceeding five lakhs rupees or the agreed price of the house, whichever is less, in one instalment for the purchase of a house, to a member, namely :—

- (a) The member concerned must furnish an affidavit to the Sanctioning Authority to the effect that neither he nor any member of his family has drawn any house-building advance or loan under any scheme from any other source or under Rule of this rule.
- (b) The member must purchase the house within one month from the drawal of the said loan;

Provided that the sanctioning Authority, with prior approval of the Government in the Parliamentary Affairs Department, may, on sufficient reasons to be recorded in writing, extend the period for more than one month but not exceeding two months in total.

- (c) The member shall submit to the Sanctioning Authority satisfactory proof of the purchase of the house including registered conveyance-deed, immediately after the purchase of the house.
- (d) The member shall within a fortnight refund the surplus-amount to the Government, in case the amount of loan drawn by him is more than what has been actually spent for the purchase of the house.
- (e) The member shall mortgage the house purchased with the loan amount drawn, in favour of the Government, as in Form 'B', within a period of five days from the date of purchase thereof.
- (f) The house shall be maintained in good condition at the cost of the member concerned till the time the amount of loan is not repaid fully, and all relevant taxes charged on the house, including house tax etc. shall be regularly paid by him;
- (g) The member shall insure the house so purchase with the loan against fire etc. for the value of the loan within one month of the purchase and such insurance shall be renewed from time to time till the time the loan alongwith interest is fully repaid.

CHAPTER—IV

INTERESTS ON LOAN FOR CONSTRUCTION OR PURCHASE OF HOUSE

- | | |
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| Interest on
Loan for
construction
of house. | 7. In respect of the loan for construction of house sanctioned under rule 4, simple interest at the rate of five and a half percent per annum shall be charged on such loan-amount from the date the loan is drawn. |
|--|---|

Interest of loan for purchase of house. 8. In respect of the loan sanctioned for the purchase of a ready built house under rule 6, simple interest at the rate of five and a half percent per annum shall be charged on such loan amount from the date the loan is drawn.

Provided that -

- (1) The interest when it is in fraction, shall be rounded off the nearest rupee.
- (2) The interest shall be calculated on the balance amount of such advance, as may be outstanding at the end of each financial year, by the Sanctioning Authority.
- (3) In case the loan is drawn in more than one instalment, the rate of interest applicable shall be determined with reference to the date on which the first instalment has been drawn.
- (4) The interest shall be recoverable along with the principal amount in the manner indicated in rule 10.
- (5) The audit branch of the Sanctioning Authority's Office shall check the correctness of the interest to be recovered from the member.

Penal interest in respect of loan sanctioned for construction or purchase of house 9. Without prejudice to any other action that may be taken under these rules, a member who or has not fulfilled all or any of the conditions of the sanction or has retained the amount of the loan already drawn, beyond the period specified for its utilisation or has failed to pay any instalment within the time due for the purpose, he shall be charged with a penal interest at the rate of eight percent per annum.

CHAPTER - V

RECOVERY OF LOANS SANCTIONED FOR CONSTRUCTION OR PURCHASE OF HOUSE

- Recovery of Loans sanctioned for construction or purchase of house.** 10. (1) The loan sanctioned for construction of house under rule 4 shall be recovered alongwith interest due thereon in equal monthly instalments within a period of ten years commencing on the expiry of two months from the date of drawal of the first instalment or of the completion of the building, whichever is earlier.
- (2) The loan sanctioned for purchase of house under rule 6 shall be recovered alongwith interest due thereon in equal monthly instalments within a period of ten years commen-

cing from the date of purchase of the building or on expiry of two months after the drawal of the loan, whichever is earlier.

Provided that where a member having obtained a loan under rule 4 or rule 6 dies during his term as a member, the amount of such loan or any part thereof, alongwith the interest accrued thereupon which would have remained outstanding under these Rules on the date of his death, may be written off with the approval of the prescribed authority.

Provided further that where a member who has drawn a loan under rule 4 or rule 6 fails to repay the entire loan with interest within the stipulated period of ten years due to any reason, the outstanding balance of the loan drawn by him with interest accrued thereon shall be recovered from the sale proceeds of the mortgaged property or properties in respect of such loan. If the sale proceeds of the mortgaged property or properties in respect of such a loan do not meet the required amount to be recovered, the balance amount shall be recovered as an arrear of land-revenue under the Bengal Public Demands Recovery Act, 1913.

- (3) The amount of monthly instalments for recovery of every such loan, as fixed under sub-rule (1) or (2) and the interest accrued thereupon shall be deposited by the loanee in the Government Treasury of Mizoram and the original challan in token of having deposited such amount by him, shall be submitted to the Secretary, Mizoram Legislative Assembly immediately.

CHAPTER—VI

GRANT OF ADVANCE FOR PURCHASE OF MOTOR VEHICLE

Application 11. A member desirous of getting advance for the purchase of a motor vehicle may apply for it to the Sanctioning Authority as in Form 'F' and a surety-bond as in Form 'G' executed by the person having immovable property for such advance.

Conditions 12. Subject to the Provisions contained in section 14 of the Act and subject to the following conditions, the Sanctioning Authority may sanction a repayable advance of a sum of money upto four lakhs rupees or the actual price, whichever is less, in one instalment to a member for purchase of a motor vehicle :—

(a) The member shall execute an agreement as in Form 'H' before the drawal of the advance ;

(b) The member shall purchase the vehicle within a period of one month from the date of drawal of the advance ;

Provided that the Sanctioning Authority may, on sufficient reasons to be recorded in writing, extend the period upto six months.

(c) The member shall hypothecate the vehicle in favour of the Government as envisaged in Form 'I', after its registration or within a period of fifteen days from the date of purchase thereof, whichever is earlier;

(d) The member shall get the vehicle comprehensively insured value of advance within one month from the date of purchase and such insurance shall be renewed from time to time till the time the advance alongwith interest due upon is fully repaid ;

(e) Where a member purchases a new vehicle, he shall, while applying for registration, state that the vehicle is subject to hypothecation in favour of the Government as envisaged in Form 'I' ;

(f) The Sanctioning Authority shall furnish to the Director of Accounts and Treasuries, Government of Mizoram as well as to the Treasury Officer concerned certificate to the effect that a deed in Form 'I' hypothecating the vehicle in favour of the Government has been got executed from the member concerned and that it has been found to be in order before the amount of advance is drawn.

CHAPTER—VII

INTEREST ON ADVANCE SANCTIONED FOR PURCHASE OF MOTOR VEHICLE

Interest on advance sanctioned for purchased of motor vehicle

13. In respect of any advance sanctioned under rule 12, an interest shall be charged at the same rate at which it is charged by the Government from time to time on Car-advance made to Government servants by the Government of Mizoram.

Provided that -

(1) The advance will carry, such interest from the date on which it is advanced.

- (2) The interest when it is in fraction shall be rounded off to the nearest rupee.
- (3) The interest shall be calculated on the balance amount of advance, as may be outstanding on the last day of each financial year, by the Sanctioning Authority.
- (4) The interest shall be recoverable alongwith the principal amount in the manner indicated in rule 15.
- (5) The audit branch of the Sanctioning Authority's office shall check the correctness of the interest to be recovered from the member.

Penal interest in respect of advance sanctioned for purchase of motor vehicle.

14. Without prejudice to any other action that may be taken under these rules, a member who is found to have misused the advance or has not fulfilled all or any of the conditions of sanction or has retained the amount of the advance already drawn, beyond the period specified for its utilisation, or has failed to pay any instalment within the time dues for the purpose, he shall be charged with penal interest at the same rate at which it is charged by the Government from time to time on Car-advance made to Government servants by the Government of Mizoram.

CHAPTER-VIII

RECOVERY OF ADVANCE SANCTIONED FOR PURCHASE OF MOTOR VEHICLE

Recovery of advance sanctioned for purchase of motor vehicle.

- (1) An advance sanctioned to a member for purchase of motor vehicle under rule 12 shall be recovered from monthly salary bills of the member alongwith interest accrued thereon in equal monthly instalments commencing from the month immediately succeeding the month in which the advance is drawn. Instalments of such advance shall be so regulated that the entire amount of advance alongwith interest is recovered from the member within a period of five years from the date of drawal of the advance or within the tenure of such member as a member of Assembly, whichever is earlier :

Provided that where a Member having obtained an advance under rule 12 dies during his term as a member, the amount of such advance or any part thereof alongwith the interest accrued thereon, which would have remained outstanding under these Rules on the date of his death may be written off with the approval of the Government;

Provided further that where a member who has drawn an advance under rule 12 ceases to be a member as a result of defection or due to dissolution of Mizoram Legislative Assembly consequent upon a Proclamation under Article 356 of the Constitution of India or for other reasons which may cause his disqualification from such membership before he can complete his usual tenure of five years, he shall be liable to continue repayment of the balance amount of such advance already drawn by him alongwith interest due thereon, till he completes the period equivalent to his normal tenure of five years from the date of his taking oath as if the House had not been dissolved or the member had not been disqualified, and only thereafter the remaining balance of the advance, if any, alongwith interest due thereon, shall be recovered from the sale proceeds of the mortgaged property in respect of such advance and in case it is still found inadequate, the balance-amount shall be recovered as an arrear of land revenue under the Bengal Public Demands Recovery Act, 1913.

- (2) The amount of monthly instalments for recovery of every such advance, as fixed under sub-rule (1) and the interest shall be realised from the monthly salary bill of each such member, by the Sanctioning Authority.

CHAPTER—IX

MISCELLANEOUS PROVISIONS

- Safe custody of mortgage deeds and other documents. 16. The Sanctioning Authority shall ensure that all mortgage deeds, surety bonds and the hypothecation-deeds referred to in rules 4, 6 and 12 are duly executed and kept by his office in safe custody.
- Disbursement of loan and advance. 17. The amount of loans sanctioned under rule 4 and rule 6 and the amount of advance sanctioned under rule 12 shall be drawn and disbursed by the Sanctioning Authority.
- Prohibition for sale. 18. The house constructed or purchased with the loan and the motor vehicle purchased with the advance under these rules shall not be sold or disposed of otherwise without previous permission of the Government so long as such loans or advances together with interest accrued thereon have not been fully realised or satisfied.

P.Chakraborty,
Secretary to the Govt. of Mizoram,
Parliamentary Affairs Department.

FORM 'A'
(See rule 3)APPLICATION FORM FOR GRANT OF LOAN FOR CONSTRUCTION OF
HOUSE

1. Name of a Member
(in block letters)
2. Father's name
3. Name of the Constituency from
which elected
4. Date of swearing in as Member
of the Mizoram Legislative
Assembly.
5. Particulars of Salary and
allowances drawn.
6. Particulars of any other Govern-
ment loan advance outstanding
against him giving nature of advance
and rate of monthly recovery
7. Permanent address
8. (a) Amount of loan admissible
- (b) Amount of loan required
9. (a) Description of plot
- (i) Exact location of the plot
- (ii) Area of the plot; and
- (iii) Where you intend to settle
- (b) Attach declaration and affidavit
in the enclosed form.
10. (a) (i) Is your title to land undisputed and free from encumbrances, if so,
give certificate to that effect.
- (ii) Is the land allotted by the State Government? If so, give land set-
tlement with non-encumbrance certificate to that effect.
- (b) Approximate floor area of the house to be constructed;
- (c) Estimated cost of construction;

(d) Whether the construction is required to be completed within a specified period? If so, enclose an attested copy of the notice or order.

Explanation :— Competent authority in case of land situated within the limits of town areas is Director of Settlement and Land Records and competent authority outside town limit shall be the Village Council concerned.

DECLARATION

1. I undertake to utilise the amount of loan for the purpose for which it has been applied for and understand that in case of misutilisation of the loan or misrepresentation of any fact, I shall, in addition to refunding the entire amount in lumpsum alongwith interest, be liable to pay penal interest at such rates as may be specified by the Government from time to time.

2. I undertake the refund the balance, left if any, Document enclosed.

- 1.
- 2.
- 3.
- 4.

Station :
Date :

Signature of the Member
with Address.

AFFIDAVIT

(See rule 4 (I) (I)

AFFIDAVIT OF
son/daughter of age
resident of

I, the aforesaid
hereby solemnly affirm and declare as follows :—

That I am the sole owner/or allottee of the plot No
on which I now intend to construct the house

That I want to construct the house for my bonafide residence.

That neither I nor any member of my family has drawn any house building advance or loan under any scheme from any source.

Place :

Date :

DEPONENT

Verified that the above statement of mine is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place :

Date :

DEPONENT

FORM 'B'

(See rules 4(2) and 6 (5))

Form of Mortgage Deed to be executed when the property is free held.

This indenture made this _____ day of _____ two thousand and _____ between _____ son/daughter of _____ of _____ aged _____ Member, Mizoram Legislative Assembly (hereinafter called the "Mortgagor" which expression shall include his/her, executors, administrators and assigns) of the one part and the Governor of Mizoram (hereinafter called "the Mortgagee" which expression shall include his successors in office and assigns) of the OTHER PART.

WHEREAS the Mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land/or house hereditaments and premises hereunder described in the Schedule hereunder written with the boundaries thereof coloured _____

and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the Mortgaged property").

AND WHEREAS the Mortgagor has applied to the mortgage for loan of Rs. _____ (Rupees _____) only the purpose of enabling the Mortgagor.

1. to construct house on the
2. to purchase a ready built house.

AND WHEREAS the Mortgagee agree to sanction a loan to the Mortgagor the said sum of Rs. _____ on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid loan is that the Mortgagor should secure the payment of the said loan and due observance of all the terms and conditions contained in the Mizoram Legislative Assembly (Grant of Loan and Advance to Members), Rules, 2000 (hereinafter referred to as the "said rules" which expression shall, where the context so admits, include any amendment thereof or addition thereto for the time being in force) by mortgage of the property described in the Schedule hereunder written.

AND WHEREAS the Mortgagee _____

1. has sanctioned to Mortgagor, a loan of Rs. _____
(Rupees _____) only payable
by such instalments and in the manner as hereinafter appearing ;

2. has paid to the Mortgagor a loan of Rs. _____
only on _____ and in the manner provided in the
said rules upon having the repayment of the loan with interest and the obser-
vance of all the terms and conditions contained in the said rules as hereinafter
mentioned secured in the manner hereinafter appearing.

AND WHEREAS the Mortgagor is to receive from the Mortgagee the afore-
said loan in lump sum or in the following instalments :

1st Instalment Rs. _____
2nd Instalment Rs. _____
3rd Instalment Rs. _____

Now, this indenture witnesseth as follows :—

(a) In pursuance of the said rules and in consideration of the said loan sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said rules the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observance and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said loan of Rs. _____ (Rupees _____) only alongwith interest thereon by _____ annual instalments commencing from the month of _____ two thousand and _____

Provided that in the event of the demise of the Mortgagor the amount of such advance or a part thereof which have accrued on the date of his death in accordance with the terms and conditions of the grant of loan alongwith interest thereon shall be written off with the approval of prescribed Authority.

(b) If the Mortgagor shall utilize the loan for purposes other than that for which the loan is sanctioned, or if the Mortgagor shall become insolvent or be disqualified to be a member of the Mizoram Legislative Assembly for any reason, or if the Mortgagor fails to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such case the whole of the amount of the loan or so much thereof as shall then remain due and unpaid shall become payable

forthwith to the Mortgagee with interest thereon at the rate of eight percent per annum calculated from the date of the payment by the Mortgagee of the First Instalment of the said loan;

(c) In pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid loan and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents, the Mortgagor doth hereby grant, convey, transfer, assign and assure unto the Mortgagee **ALL AND SINGULAR** the said mortgaged property fully described in the Schedule hereunder written together with building erected or to be erected by the Mortgagor on the said Mortgaged property or material for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging to **HOLD** the said mortgaged property or material for the time being thereon unto and to the use of the Mortgagee absolutely forever free from all encumbrances **SUBJECT NEVERTHELESS** to the proviso for redemption hereinafter contained :

PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagor recover, retransfer and reassure to the use of the Mortgagor or as they may direct.

(d) **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that if there shall be any breach by the Mortgagor of the covenants on his part herein contained and to be observed and performed by him or if the Mortgagor shall become insolvent or be disqualified to be the member of the Mizoram Legislative Assembly for any reason under these presents together with interest thereon shall have been fully paid off or if the said loan or any part thereof becomes payable forthwith under these presents or otherwise, then and in any such cases it shall be law-ful for the Mortgagee without intervention of the Court to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to by in or rescind any contract for sale and resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurance for effectuating any such sale as the Mortgagee shall think fit for **AND IT IS HEREBY** declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom **AND IT IS HEREBY** declared that the Mortgagee shall hold the moneys to arise from any such sale in pursuance of the aforesaid power upon **TRUST** in the first place thereof to pay all the expenses incurred on such sale then to pay moneys for the time being owing on the security of these presents and the balance, if any to be paid to the Mortgagor.

(e) The Mortgagor hereby covenants with the Mortgagee as follows :-

- (i) That the MORTGAGOR NOW hath in himself good right and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and to use of the Mortgagee in the manner aforesaid.
- (ii) That the Mortgagor shall carry out the construction of the house exactly in accordance with the plan and specifications approved by the competent authority. The Mortgagor shall certify, when applying for instalments of loan that the amount already drawn out of the said sanctioned loan has actually been used on the construction of the house. He will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificate. If a false certificate is furnished by the Mortgagee forth with interest thereon in addition to penal interest at such rate as specified in rule 9 of the said rules.
- (iii) That the Mortgagor shall complete the construction of the house within six months unless an extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagor shall be liable to repay forthwith the entire amount of loan to him together with interest calculated under the said rules in one lump-sum. The Mortgagor shall report to the Mortgagee the date of completion of the house furnish a certificate to the Mortgagee that the full amount of the loan has been utilised for the purpose for which it was sanctioned.
- (iv) That the Mortgagor shall immediately insure the house at his own cost with the Insurance Corporation for a sum not less the amount of aforesaid loan and shall deem it so insure against loss or damage by fire, flood and lightning as provided in the said rules till the loan is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will then be required to produce to the Mortgagee the premium receipts for inspection.
- (v) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the loan been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (vi) The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance and interest thereon has been repaid in full.
- (vii) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the loan in excess of the expenditure incurred for which the loan was sanctioned.

- (viii) The Mortgagee shall not during the continuance of these presents charge, encumber, alienate etc. or otherwise dispose of the mortgaged property.

SCHEDULE

In witness whereof, the Mortgagor has hereunto set his hand and the Governor of Mizoram has caused Shri/Smt. _____ for and on his behalf set his hand hereunto the day and year first above written;

Signature of the Mortgagor.

In the presence of

1. First witness :
Address :
Occupation :
2. Second witness :
Address :
Occupation :

IN WITNESS THEREOF

Shri _____ for and on behalf of the Governor of Mizoram has signed this present.

Signed by Shri _____ in the presence of :-

First witness :
Address :
Occupation :

Second witness :
Address :
Occupation :

FORM 'C'
(See rule 5 (1))

APPLICATION FORM FOR PURCHASE OF READY BUILT HOUSE

1. Name of Member :
(in block letters)
2. Father's name :
3. Name of constituency from :
which elected
4. Date of swearing in as Member :
of the Mizoram Lagislative Assembly
5. Particulars of Salary and allowances :
6. Particulars of any other loan or :
Advances outstanding against him
giving nature of advance or loan and
rate or monthly recovery
7. Permanent Address ;
8. (a) Amount of loan admissible :
(b) Amount of loan required
9. Location of the house with full address :
10. (a) Area of the Plot and :
(b) Covered area :
11. Age of the House :
12. Name of the owner and address :
13. (a) price to be paid/ settled (attach :
an attesting copy of the agree-
ment of sale deed).
(b) Indicate the exact date by which :
the agreement or sale deed will
be executed.
(c) If the price of the house proposed :
to be purchased is more than the
amount of loan, how do you pro-
pose to pay the balance.

14. Have you satisfied yourself that the transaction would result in your acquired an undisputed title to the house (enclose an attested copy of the letter from the seller that subject to settlement/payment of the private he can hand over to the applicant the vacant possession of the house within a period of two months from the date of the letter) :
15. Is the land on which the house stands a free-hold? (Attach consent of the competent authority to this effect) :
16. Attach affidavit in the enclosed Form :

DECLARATION

1. I, Shri/Smt _____ undertake to utilize the amount of loan for the purpose for which it has been applied for and understand that in case of misutilisation of the loan or misrepresentation of any fact. I shall, in addition to refunding the entire amount in lumpsum alongwith interest, be liable to pay penal interest at such rate as may be specified by the Government from time to time.

2. I undertake to refund the balance left, if any.

Station :

Date :

Signature of the Member
with address.

A F F I D A V I T

(See rule 6 (1))

AFFIDAVIT of _____ son/daughter
of _____ aged _____ resident
of _____

I, the aforesaid _____ hereby
solemnly affirm and declare as follows :—

That I want to purchase a ready built house for my bonafide residence ;

That neither I nor any member of my family has drawn any house building advance or housing loan under any scheme from any source.

Place :

Date :

DEPONENT

Verified that the above statement of mine is true to the best of my knowledge and belief and nothing has been concealed therein.

Place :

Date :

DEPONENT

F O R M 'D'

(See rule 5 (2))

AGREEMENT OF

This agreement of sale is made at _____ the _____ day of _____ 19_____ between (1) _____ S/o _____ resident of house No. _____ (hereinafter referred to as the seller which expression shall include his heir, executors, successors, legal representative and administrator of the one part ; and

(2) Shri _____ S/o _____ resident of House No. _____ (hereinafter referred to as the purchaser which expression shall, include his heirs, assigns, successors and legal representatives and administrators) of the other part ;

WHEREAS the said seller is the absolute owner and in possession of own residential house No. _____ Measuring _____ square metres _____

And whereas the said house is free from all encumbrances, that is sale, gift, mortgage and will etc.

And whereas the seller has agreed with the purchaser for the absolute sale of his above mentioned house in favour of the purchaser and the purchaser has also agreed to purchase the same, on the following terms and conditions :-

(a) That the sale price of the said house is fixed at Rs. _____ and Rs. _____ has been paid as earnest money to the seller with the promise that remaining amount will be paid by the purchaser within _____ months.

(b) That the seller hereby further agrees and undertakes to execute and sign all such papers/documents regarding the transfer of ownership of the said house in the name of the purchaser at the cost of the purchase without any hesitation and delay.

(c) That all the expenses on the sale deed, i.e. the cost of stamps and registration charges, if any and on the deed of conveyance shall be borne by purchaser.

In witness whereof, the parties have set their hands on this deed at _____ on the _____ day of _____ in the presence of the following witnesses.

Witness No. 1 _____

Witness No. 2 _____

Seller
Address :

Purchaser
Address :

FORM 'E'

(See rule (5))

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS THAT

I, _____ aged _____ years son/wife/daughter of _____ resident of _____ in the districts of _____ at present having immovable property worth Rs. _____ in the State _____ (hereinafter called "the surety") am held and firmly bound unto the Governor of Mizoram (hereinafter called "the Government" with expression shall include his successors in office and assigns) in the sum of Rs. _____ (Rupees _____) only to be paid to the Government FOR WHICH PAYMENTS to be well and truly made. I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents. As witness I set my hand this _____ day of _____ two thousand and _____

WHEREAS _____ son/wife/daughter of _____ resident of _____ in the District of _____ at present member, Mizoram Legislative Assembly (hereinafter called the "Borrower") applied to the sanctioning Authority for loan of Rs. _____ for purchasing a built-up house at _____ District _____

And whereas the sanctioning Authority sanctioned the payment of Rs. _____ (Rupees _____ only under the Mizoram Legislative Assembly (Grant of Loan and Advance to Members) Rules, 2000 (hereinafter referred to as the "said rules") to Shri _____ son/wife/daughter of _____ resident of _____ at present Member, Mizoram Legislative Assembly for purchasing a built-up house _____ District _____

AND WHEREAS THE BORROWER has undertaken to repay the said amount in _____ monthly instalments;

AND WHEREAS THE BORROWER has further undertaken to mortgage the built-up house purchased with the help of the said amount and observe the provisions of the said rules;

AND WHEREAS in the consideration of the Sanctioning Authority having agreed to grant the aforesaid loan to the borrower, the surety has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION IS SUCH that if the said borrower shall duly and regularly pay of cause to be paid to the Government the amount of the aforesaid loan owing to the Government by instalments until the said sum of Rs. _____ (Rupees _____) only along with interest due thereon shall be duly paid or mortgaged the house referred to above which ever event happens earlier then this bond shall be void otherwise the same shall be and remain in full force and virtue. **BUT SO NEVERTHELESS THAT** if the borrower becomes insolvent or ceased to be a member or otherwise disqualified to be a Member of the Mizoram Legislative Assembly, the whole or so much of the said principal sum of Rs. _____ (Rupees _____) only together with the interest as shall then remain unpaid shall immediately become due and payable to the Government, and recoverable from the surety in one instalment by virtue of this bond.

The obligation by the surety shall not be discharged in any way effected by an extension of time or any other indulgence granted by the Government to the said Borrower. Signed and delivered by the said _____ at _____ on this _____ day of _____ in the presence of the following witnesses.

1. Signature _____
Address _____
Occupation _____

(Signature of Surety)
Address _____

2. Signature _____
Address _____

Signature of Magistrate
First Class

F O R M 'F'
(See rule 11)

Application form for advance for the purchase of Motor Vehicle

1. (a) Name of the Member
(in block letters)
(b) Father's Name
2. Name of the Constituency
from which elected
3. Date of swearing in as member of
the Mizoram Legislative Assembly
4. Particulars of Salary and allowances drawn
5. Particulars of any other advances
outstanding against him giving
nature of advance and rate of
monthly recovery
6. Permanent address
7. Anticipated actual price of Motor
Vehicle indicating type and class
of vehicle.
8. Amount of advance required
9. Number and rate of instalment in
which the advance is desired to
be repaid
10. Whether the intention is to purchase a new or old Motor Vehicle.
11. Documentary proof to show that
negotiations have been made and
that delivery will be taken
within one month from the date
of withdrawal of the advance.
12. Certificates :-
 - (a) Certified that I have not taken delivery of the motor vehicle for which
I have applied for the advance.
 - (b) Certified that I have completed negotiations for the purchase of motor
vehicle and will take delivery of motor vehicle before the expiry of the
period specified in clause (b) of rule 12 and in the event of my failure

to purchase and take delivery of the conveyance within the period so specified, I undertake to refund the entire advance together with interest in one lumpsum.

- (c) Certified that I am unable to make the purchase without the advance applied for.
- (d) Certified that I shall insure the motor vehicle comprehensively from the date of taking delivery of the motor vehicle.
- (e) Certified that I shall hypothecate the motor vehicle purchased with the aid of advance in favour of the Government after registration or within fifteen days from the purchase thereof whichever is earlier,
- (f) Certified that agreement in the enclosed form 'H' has been executed.
- (g) Certified that I and the members of my family do not own a motor vehicle.

or

I undertake that I will dispose of the motor vehicle which is with me or any member of my family within one month from the date of purchase of the new motor vehicle.

- (h) Certified that the information given above is complete and true.

Date :

Signature of the Member
with address.

FORM 'G'

(See rule 11)

SURETY BOND

KNOW ALL MEN BY THESE PRESENTS THAT I _____

aged _____ years
son/wife/daughter of _____ a resident at
present having immovable property in the State of _____
hereinafter called "the Surety") am held and firmly bound unto the Governor of
Mizoram (hereinafter called "the Government" which expression shall include his
successors in office and assignee) in the sum of Rs. _____ (Rupees _____
_____) only to be paid to the Government for which
payment to be well and truly made I hereby bind myself, my heirs, executors, ad-
ministrators and representatives, firmly by these presents.

As witness I set my hand this _____ day of.

_____ two thousand and _____
WHEREAS _____ son/wife/daughter of _____
 resident of _____ in the District of _____
 at present a member, Mizoram Legislative Assembly _____
 (hereinafter called the "Borrower") applied the Sanctioning Authority sanctioned
 the payment of Rs. _____ (Rupees _____) only under the Mizo-
 ram Legislative Assembly (Grant of Loan and Advance to Members) Rules, 2000
 (hereinafter referred to as the said rules to Shri _____ son/wife/daughter
 of _____ resident of _____ present member, Mi-
 zoram Legislative Assembly for purchasing a motor vehicle.

AND WHEREAS THE BORROWER has undertaken to repay the said amount
 in _____ monthly instalment

AND WHEREAS THE BORROWER has further undertaken to hypothecate
 the motor vehicle purchased with the help of the said amount and observe the
 provisions of the said rules ;

AND WHEREAS in consideration of the Sanctioning Authority having agreed
 to grant the aforesaid advance to the borrower, the Surety has agreed to execute
 the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION IS SUCH THAT IF the
 said Borrower shall duly and regularly pay or cause to be paid to the Govern-
 ment the amount of the aforesaid advance owing to the Government by instal-
 ments until the said sum of Rs. _____ (Rupees _____)
 only alongwith interest due thereon shall be duly paid or hypothecated the motor
 vehicle referred to above whichever happens earlier than this bond shall be void
 otherwise the same shall be and remain in full force and virtue **BUT SO NE-**
VERTHELESS THAT if the Borrower become insolvent or ceases to be a mem-
 ber or otherwise disqualified to be a member of the Mizoram Legislative Assem-
 bly _____ the whole or so much of the said principal
 sum of Rs. _____ (Rupees _____) only
 together with the interest as shall then remain unpaid shall immediately become;
 due and payable to the Government, and recoverable from the surety in one in-
 stalment by virtue of this bond.

The obligation undertaken by the surety shall not be discharged or in any
 way affected by an extension of time or any other indulgence granted by the
 Government to the said Borrower.

Signed and delivery by the said _____
 _____ at _____ day of 19 _____

1. Signature _____
2. Address _____
3. Occupation _____

Signature of Surety
 Address :

Certified that the surety is the absolute owner of immovable property worth Rs. _____

Signature of Magistrate,
First Class.

F O R M 'H'

(See rule 12 (1))

FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING OF ADVANCE FOR THE PURCHASE OF MOTOR VEHICLE

An agreement made on _____ day of _____
two thousand and _____ between Shri _____
son/wife/daughter of _____ resident of _____
District _____ at present Member of Mizoram Legislative
Assembly (hereinafter called the Borrower, which expression shall include his
heirs, administrators, executors and legal representatives) of the one part and the
Governor of Mizoram (hereinafter called "the Government" which expression shall
include his successors and assigns) of the other part :

WHEREAS the Borrower has under the provision of the Mizoram
Legislative Assembly, (Grant of Loan and Advance to Members) Rules, 2000
(hereinafter referred to as "the said rules" which expression shall include any
amendment thereof for the time being in force) applied to the Sanctioning Authority
for a loan of Rs. _____ for purchase of Motor Vehicle

AND WHEREAS the Sanctioning Authority has agreed to advance the
said amount to the borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED between the parties hereto that in
consideration of the sum of Rs. _____ paid by the Government
to the Borrower (the receipt of which the borrower hereby acknowledges) the
Borrower hereby agreed with the Government :-

(1) to pay the Government the said amount with interest calculated
according to the said rules by monthly instalments as provided in the said rules
within one month from the date of these presents to spend the full amount of
the said advance for purchase of Motor Vehicle.

(2) to execute a document hypothecating the said Motor Vehicle to the
Government as security for the amount advanced to the Borrower as aforesaid
and interest in the form provided by the said rules and IT IS HEREBY LASTLY
*AGREED AND DECLARED THAT IF THE Motor Vehicle has not been pur-
chased within one month from the date of these presents and hypothecated as a

foresaid after its registration or within a period of fifteen days from the purchase thereof whichever is earlier or if the Borrower within that period becomes insolvent or ceased to be a member or otherwise disqualified to be a member of the Mizoram Legislative Assembly the whole amount of advance and interest accrued thereon shall become due and payable.

IN WITNESS whereof the Borrower and _____ for and on behalf of the Governor have hereunto set their hands the day and year first before written.

Signature by the said _____ in the presence of the following witnesses.

1. _____ Signature and designation of
the Borrower

2. _____
(Signature of the witnesses)

Signed by _____ (Name and designation)

for and on behalf of the Governor of Mizoram in the presence of

1. _____
2. _____

Signature and designation
of the Officer

FORM 'I' (See rules 12(3) and (6))

FORM OF HYPOTHECATION DEED FOR ADVANCE FOR PURCHASE OF MOTOR VEHICLE

This indenture made this _____ day of _____ two thousand and _____ between _____ (hereinafter called "the Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Mizoram (hereinafter called "the Government" which expression shall include his successors and assigns) of the other part:

WHEREAS the Borrower has applied for and has been granted an advance of Rupees _____ to purchase a motor vehicle under the Mizoram Legislative Assembly (Grant of Loan and Advance to Members) Rules, 2000 (hereinafter referred to as the "said rules") which expression shall include any amendment thereof or additions thereto for the time being in force on the terms and conditions contained in the Agreement, dated _____ (hereinafter referred to as the Principal Agreement);

AND WHEREAS on the condition upon which the said advance was granted to the Borrower is that the Borrower would hypothecate the said motor vehicle to the Government as security for the amount advanced to the Borrower, AND WHEREAS the borrower has purchased with or partly with the amount so advanced as aforesaid the motor vehicle particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid that the Borrower doth hereby covenant to pay to the Government the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by the equal instalments of Rs. _____ each on the first day of every month and will pay interest on the sum for the time being remaining due and owing that such payments may be recovered from monthly salary bills of the members according to rules, and in further pursuance of the said agreement, the Borrower doth hereby assign and transfer unto the Government motor vehicle the particulars whereof are set out in the schedule hereunto written by way of security for the said advance and the interest thereon as required by the said rules.

(e) Is the land free hold? (Attach consent of the competent authority to this effect).

(f) Does the land/plot fall within town area or outside town area?

Explanation :— Competent authority in case of land situated within the limits of town areas in Director of Settlement and Land Records and competent authority outside town limit shall be the Village Council concerned

DECLARATION

1. I undertake to utilise the amount of loan for the purpose for which it has been applied for and understand that in case of misutilisation of the loan or misrepresentation of any fact, I shall, in addition to refunding the entire amount in lumpsum alongwith interest, be liable to pay penal interest at such rates as may be specified by the Government from time to time.

2. I undertake to refund the balance, left if any Document enclosed.

- 1.
- 2.
- 3.
- 4.

Station :

Signature of the Member with Address.

THE SCHEDULE
DESCRIPTION OF MOTOR VEHICLE

Maker's Name _____
 Description _____
 No. of Cylinders _____
 Engine No. _____
 Chasis No. _____

IN WITNESS whereof the said _____

Borrowers and _____ for and on behalf of
 the Governor have hereunto set their respective hands that
 _____ day _____ and year first
 above written.

Signed by the said _____ in the
 presence of the following witnessed.

1. _____

2. _____

(Signature of the witness)

Signed by (Name and Address)

 Signature of the Borrower

Address _____

for and on behalf of the
 Governor of Mizoram in the
 presence of the following
 witnesses.

1. _____

2. _____

(Signature and Address of Witnesses)