The Haryana Legislative Assembly (Facilities to Members) Rules, 1979

HARYANA India

The Haryana Legislative Assembly (Facilities to Members) Rules, 1979

Rule

THE-HARYANA-LEGISLATIVE-ASSEMBLY-FACILITIES-TO-MEMBERS of 1979

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1. Short title.

- These rules may be called the Haryana Legislative Assembly (Facilities to Members) Rules, 1979.

2. Definitions.

- In these rules, unless the context otherwise requires, -(a)"Act" means the Haryana Legislative Assembly (Facilities to Members) Act, 1979;(b)"Borrower" means a person who has been sanctioned an advance under the Act'(c)"Deputy Commissioner" mean the Deputy Commissioner of the district wherein the House is [proposed to be built, purchased or repaired] [Haryana Notification No. GSR 129/HA 9/79/S. 8/Amd (i)/80 dated 11.12.1980.] with the aid of the advance by a Borrower;(d)"form" means a form appended to these rules;(gg)["motor car" shall have the same meaning as assigned to it in the Motor Vehicles Act, 1939; [Haryana Notification No. GSR 129/HA 9/79/S. 8/Amd (i)/80 dated 11.12.1980.](ggg)"major repairs" means the repairs, including additions and alterations, the estimated cost of which is not less than twenty thousand rupees.](h)"Secretary" means the Secretary of the Haryana Legislative Assembly;(i)the expressions not defined in these rules will have the meaning assigned to them in the Haryana Legislative Assembly (Facilities to Members) Act, 1979.

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Part I – House Building Advance

3. Application for house building advance.

- [Section 4]. - (1) A member desiring to obtain a house building advance shall make an application in form I, in duplicate, complete in all respects and duly certified by the Deputy Commissioner, to the Secretary. He shall also furnish an affidavit to the effect [-] [Haryana Notification No. GSR 129/HA 9/79/S. 8/Amd (i)/80 dated 11.12.1980.] that he has not availed himself of any house building loan under any other scheme of any State Government or of the Government of India.(2)On receipt of the application for a house building advance, the Secretary shall, after satisfying himself that the application is complete in all respects and the member is eligible for grant of a house building advance, record a certificate in form II, and forward the same to the Government.(3)On receiving the application for a house building advance, the administrative department may refer the application to the Finance Department, for getting the necessary funds for payment of the advance earmarked as is done in the case of a Class I Officer of the State Government of Haryana.

3A. [Application for advance for purchasing a built house. - (1) A member desiring to obtain an advance for purchasing a built house shall make an application to the Secretary in form II-A in duplicate, complete in all respects duly certified by the Deputy Commissioner. He shall also furnish an affidavit to the effect that he has not availed himself of any advance for the construction of a house or for purchasing a built house or for effecting major repairs to his house under these rules or any other scheme of any State Government or of the Government of India.

(2)On receipt of the application for purchasing a built house, the Secretary shall, after satisfying himself that the application is complete in all respects and that the member is eligible for grant of the advance applied for, record a certificate in form II-B and forward the same to the Government.(3)The application for purchasing a built house will then be referred by the administrative department to the Finance Department for getting the appropriate funds for the advance earmarked.

3B. Application for advance for effecting major repairs.

(1)A member desiring to obtain an advance for effecting major repairs to his house shall make an application to the Secretary in Form II-C, in duplicate complete in all respects and duly certified by the Deputy Commissioner. He shall also furnish an affidavit to the effect that he has not availed himself of any advance for purchasing a built house or for building a house or for major repairs to his house under these rules or any other scheme of any State Government or of the Government of India.(2)On receipt of the application for major repairs, the Secretary shall after satisfying himself that the application is complete in all respects and that the member is eligible for grant of the advance applied for, record a certificate in Form II-D, and forward the same to the

Government.(3)The application for major repairs will then be referred by the administrative department to the Finance Department for getting the appropriate funds for the advance earmarked.] [See Haryana Government Gazette, Extra. dated 16.12.1980 P. 1311.]

4. Mortgage deed, surety bond and agreement deed.

- [Section 5]. - (1) After the requisite funds have been earmarked by the Finance Department, intimation in this regard will be sent to the Secretary and to the prospective Borrower who shall mortgage the plot on which the house is proposed to be constructed as also all structures to be constructed thereon [or the house wherein major repairs are to be carried out, as the case may be, to the Government in Form-III and got the mortgage deed registered with the registering authority concerned.] [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.](2) The prospective Borrower shall submit to the Secretary a personal bond in Form IV [-]. [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.](3)An agreement deed in Form V shall be executed by the prospective Borrower and submitted to the Secretary along with [-] [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.] a copy of registered mortgage deed.[(3-A) In the case of an advance for purchasing a built house the borrower shall submit to the Secretary a personal bound in Form IV and also an agreement deed in Form V. The house to be purchased shall be mortgaged to Government within month of its purchase.] [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.](4)The Secretary will have the authority to accept [the personal bond] [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.] and execute the agreement deed on behalf of the Governor of Harvana.

5. Sanction of house building advance.

- [After all the formalities mentioned in rules 3 or 3-A or 3-B, and 4 have been completed the Speaker may sanction an amount of [repayable advance] [See Haryana Government Gazette, Extra. dated 16.12.1980, P. 1311.] to the applicant as under :-(a)for construction of house the estimated cost of the construction or [rupees twelve lakhs] [Substituted for the words 'rupees eight lakhs' by Haryana Government Notification No. S.O. 58/H.A.9/1979/S.8/2003. Dated 7th April 2003.] whichever is less, in two equal instalments.(b)for purchase of a built house, the settled purchase prices of the house or [rupees twelve lakhs] [Substituted for the words 'rupees eight lakhs' by Haryana Government Notification No. S.O. 58/H.A.9/1979/S.8/2003. Dated 7th April 2003.] whichever is less, in lump sum;(c)for major repairs to the house, the estimated cost thereof or rupees sixty thousand, whichever is less, in two equal instalments.][Provided that a member who has drawn repayable advance for purchasing a built house or for building a house for the first time he may draw repayable advance for second time as per entitlement excluding the amount of the sale proceeds of the first house :Provided further that the total amount of repayable advance under this rule and rule 14 together shall not exceed rupees sixteen lakhs.] [Substituted by Haryana Government Notification No. S.O. 58/H.A.9/1979/S.8/2003. Dated 7th April 2003.]

6. [Debit of expenditure. [Substituted by Haryana Notification No. GSR 16/HA 9/79/S. 8/2001 dated 28.6.2001.]

[Section 8.] - The amount of advance so sanctioned shall be debitable to the following head of account :-

7610. - Loans to Government Servants etc. - 201- House Building Advance (iii) Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Expenditure.]

7. Disbursement of advance. - [Section 5.] - (1) After the advance has been sanctioned by the Speaker, the Secretary shall disburse the amount to the borrower in the following manner, namely :-

(a)in the case of purchase of a built house, the sanctioned amount of the advance in lump sum, against duly stamped receipt;(b)in the case of building a house, or for major repairs first instalment of 50 per cent for starting the construction or major repairs, and second instalment of 50 per cent after obtaining proof from the Borrower that, in the case of building a house, the roof has been constructed after obtaining proof from the Borrower that, in the case of effecting more repairs, the amount of first instalment has been spent. Stamped receipt shall be obtained each time in token of disbursement of the advance.]

8. Completion Certificate.

- [Section 8]. - (1) The Borrower shall furnish to the Secretary a completion certificate within a period of a year from the date of payment of the last instalment of the [-] [See Haryana Government Gazette, Extra. dated 16.12.1980. P. 1311.] advance. This completion certificate should be authenticated by a qualified engineer of the local body, in whose jurisdiction the house has been constructed. In case there is no qualified engineer in the local body, the aforesaid certificate of completion will be obtained from an engineer authorised by the Deputy Commissioner.(2)[The borrower, shall, within one month of the drawal of advance for purchasing a built house, purchase the house and furnish to the Secretary a certified copy of the sale deed and shall also mortgage the said house to the Government within the prescribed period.] [See Haryana Government Gazette, Extra. dated 16.12.1980. P. 1311.]

8A. [Eligibility of balance amount of advance for house building. [Added by Haryana Notification No. GSR 84/HA 9/79/S.8/98 dated 31.7.1998.]

[Section 3]. - A member, who has drawn an advance of rupees three lacs for building a house and who has not furnished a completion certificate as required under rule 8, shall be eligible to draw the balance of rupees one lac for said purpose.] [See Haryana Government Gazette, Extra. dated 16.12.1980. P. 1311.]

9. Repayment of house building advance.

- [Section 8]. - (1) The recovery of the [-] [See Haryana Government Gazette, Extra. dated 16.12.1980. P. 1311.] advance shall be made by the Secretary in monthly instalments of [at the rate of [two per cent] of the permissible advance] [Substituted by Haryana Notification No. GSR 82/HA 9/79/S.8/1988 dated 21.10.1988.] from the salary or [Compensatory allowance/constituency allowance/telephone allowance/travelling and daily allowances/ sumptuary allowance/office allowance] [Substituted by Haryana Notification No. GSR 16/HA 9/79/S. 8/2001 dated 28.6.2001.] or from any other amount payable to the Borrower.(2) The deduction will commence from the first issue of salary or compensatory allowance, or other allowances after the said advance or [first instalment thereof [See Haryana Government Gazette, Extra. dated 16.12.1980. P. 1311.] is drawn.(3)Simple interest will be charged on the amount of the advance at the rate fixed by the Government, from time to time, for house building advances to the Government servants.(4)The amount of interest will be recovered by the Secretary in one or more instalments as may be decided by the Government, commencing from the month following that in which the repayment of the principal has been completed. Explanation. - The amount of the advance to be recovered shall be fixed in whole rupees except in the case of the last instalment when the remaining balance including any fraction of a rupee shall be recovered.(5)[In case the borrower ceases to be a member before the advance and interest thereon are fully repaid, the outstanding balance together with the interest thereon shall continue to be recovered at the rate hithertofore from the [pension/family pension and dearness allowance] [Substituted by Harvana Notification No. GSR 82/HA 9/1979/S. 8/1988 dated 21.10.1988.] which has become due to the borrower unless he has voluntarily made payment of the remaining instalments in lump sum or otherwise. In case there is any deficiency or shortfall in recovering the amount of the advance, the borrower shall be required to make payment through his own resources. In case where he does not comply with the conditions of the repayment the provisions of the mortgage deed shall be invoked immediately.](6)[Notwithstanding any thing contained in sub-rule (1) and (5) the rate of recovery of advance for major repairs will be six hundred rupees per month.] [Substituted by Haryana Notification No. GSR 39/HA 9/79/S.8/84 dated 24.5.1984.][Provided that a borrower who has obtained advance prior to the 17th April, 1984 the recovery shall be made according to the pre-amended rules i.e. at the rate of seven hundred rupees per month.] [Added by Haryana Notification No. GSR 39/HA 9/79/S.8/84 dated 24.5.1984.]

10. Misutilisation of house building advance.

- [Section 8]. - (1) In case of misutilisation of the [-] [See Haryana Government Legislature Supplement Part III dated 16.12.1980, P. 1311.] advance, the Borrower shall be called upon to refund the entire amount of advance along with the interest due thereon in lump sum.(2)[Penal interest at 2½ per cent over and above the normal rate of interest shall also be recovered from the Borrower mis-utilizing the advance, from the date of its drawal till the date of recovery from him of the entire principal and interest and will be credited in head of account "0049-Interest-Receipts, Interest-Receipts of State/Union Territory Government-Other Receipts-Interest on House Building Advance (G.O.)] [Substituted by Haryana Notification No. GSR 16/HA 9/79/S.8/2001 dated 28.6.2001.]

11. [Head of Account. [Substituted by Haryana Notification No. GSR 16/HA 9/79/S.8/2001 dated 28.6.2001.]

[Section 8]. - The amount of repayment received from the Borrowers will be credited to the Head of Account "7610-Loans to Government Servants etc. - 201 - House Building Advance (iii) Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Receipts" under intimation to the Secretary.]

12. Account of recovery.

- [Section 8]. - The account of recovery of the [-] [See Haryana Government Legislature Supplement Part III dated 16.12.1980, P. 1311.] advance shall be maintained by the Secretary.

13. Safe custody and cancellation of mortgage deed and surety bond.

- [Section 8]. - The mortgage deed and [personal bond] [See Haryana Government Legislature Supplement Part III dated 16.12.1980, P. 1311.] shall be kept in safe custody of the Secretary. When the advance and the interest due thereon have been fully repaid, the mortgage deed and the [personal bond] [See Haryana Government Legislature Supplement Part III dated 16.12.1980, P. 1311.] shall be returned to the Borrower duly cancelled after obtaining a certificate from the Accountant-General as to the complete repayment of the house building advance and interest.

Part II - Motor Car Advance

14. Advance for purchase of motor car.

-[Section 4]. - [(1) The total amount to be advanced to the prospective Borrower for the purchase of a motor car shall not exceed rupees [one lakh] [Substituted by Haryana Notification No. GSR 82/HA 9/79/S. 8/88 dated 21.10.1988.] or the anticipated price of the motor car, whichever is less. If the actual price is less than the advance drawn, the balance shall forthwith be refunded to the Government. [Explanation. - In case the borrower has already applied for loan and in anticipation of the grant of car advance to be sanctioned to him, has purchased a car and made payment of its price to the dealer, he shall still be entitled to the grant of the car advance.] [Explanation Substituted by Haryana Notification No. GSR 63/HA 9/79/S.8/86 dated 5.19.1986.][Provided that a member shall be entitled to a total repayable advance of [sixteen lakhs rupees] [Substituted by Haryana Notification No. GSR 82/HA 9/79/S. 8/88 dated 21.10.1988.] and fifty thousand under this rule and rule 5 together](2)[Notwithstanding anything contained in sub-rule (1) the member shall be eligible to draw car advance in a tenure of the Vidhan Sabha which may be for a period of five years or less subject to the following conditions:-(i)that the Borrower has refunded the amount of first motor car advance in full alongwith the interest thereon to the Government; (ii) that the amount of sale proceeds left over after the repayment of the principal amount and interest thereon plus amount of advance shall not exceed the cost of the motor car to be purchased or rupees four lacs, whichever is less; and(iii)that an attested copy of sale deed of the sale of previous car shall be enclosed with the

application for the second motor car advance.]

14A. Eligibility of balance amount of advance for purchase of car.

[Section 3]. [Added by Haryana Notification No. GSR 84/HA 9/1979/S.8/98 dated 31.7.1998.] - A member who has drawn an advance of rupees two lacs for the purchase of car and the price of car exceeds rupees two lacs, he shall be eligible to draw the balance of rupees two lacs out of rupees four lacs or the price of car whichever is less.] [Substituted by Haryana Notification No. GSR 16/HA 9/1979/S. 8/2001 dated 28.6.2001.]

15. Application for motor-car advance.

[Section 4]. - (1) A member shall make an application for motor car advance in Form VI in duplicate, to the Secretary.(2)On receipt of the application for the motor car advance, the Secretary shall, after satisfying himself that the application is complete in all respects and the member is eligible for the grant of the said advance, record a certificate in Form VII and forward the same to the Government.(3)On receiving the application for a motor car advance, the administrative department shall refer the application to the Finance Department for getting the necessary funds for payment of the motor car advance earmarked [-] [See Legislature Supplement Part III dated 16.12.1980, P. 1311.]

16. Surety bond and agreement deed.

- [Section 5]. - (1) After the requisite funds have been earmarked by the Finance Department, intimation in this regard will be sent to the Secretary and to the prospective borrower who shall submit to the Secretary a personal bond in Form VIII [-] [See Legislature Supplement Part III dated 16.12.1980, P. 1311.](2)An Agreement in Form IX shall be executed by the prospective Borrower and submitted to the Secretary [-] [See Legislature Supplement Part III dated 16.12.1980, P. 1311.](3)The Secretary will have the authority to accept the [personal bond] [See Legislature Supplement Part III dated 16.12.1980, P. 1311.] and to execute the agreement deed on behalf of the Governor of Haryana.

17. Sanction of motor car advance.

- [Section 5]. - After all the formalities mentioned in rules 15 and 16 have been completed, the Speaker may sanction the motor car advance to the prospective Borrower subject to the limit prescribed in rule 14 under intimation to the Government.[18. Debit of expenditure. [Section 8]. - The amount of motor car advance so sanctioned shall be debitable to the following head of account :-"7610-Loans to Government Servants etc. - 201-House Building Advance-(iii) Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Expenditure.]

19. Disbursement of advance.

[Section 5]. - After the advance has been sanctioned by the Speaker, the Secretary shall disburse the amount of the advance against a stamped receipt.

20. Period within which negotiations for purchase of motor car may be completed

[Section 8]. - The Borrower shall complete the negotiations for the purchase of [motor car] [See Legislature, Supplement Part III dated 16.12.1980, P. 1311.] and make final payment for the purchase of the [motor car] [See Legislature, Supplement Part III dated 16.12.1980, P. 1311.] within one month of the date on which he draws the motor car advance, failing which the full amount of the advance drawn, with interest thereon till the date of refund, will be repaid to the Government unless the period for purchase of [motor car] [See Legislature, Supplement Part III dated 16.12.1980, P. 1311.] is extended by the Speaker.

21. Insurance of motor car.

[Section 5]. - The motor car purchased with the advance shall be insured against full loss by fire, theft and accident. The insurance policy shall contain a clause as specified in Form X by which the insurance company agrees to pay to the Government, instead of the owner, any sums payable in respect of loss or damage to the motor car which is not made good by repair, reinstatement or replacement. Such insurance should be effected within one month of the date of the purchase of the motor car.

22. Hypothecation deed.

-[Section 8]. - After the purchase of motor car has been effected and final payment thereof has been made, the Borrower shall hypothecate the motor car to the Government in Form XI as security for the said advance. The cost price of the motor car shall be entered in the schedule attached to the hypothecation deed.

23. Repayment of advance.

- [Section 6]. - (1) The recovery of the motor car advance shall be made [in monthly instalments of two per cent] [Substituted by Haryana Notification No. GSR 84/HA 9/79/S.8/98 dated 31.7.1998.] from the salary or compensatory/telephone allowance [travelling allowance/daily allowance/constituency allowance/sumptuary allowance/office allowance] [Substituted by Haryana Notification No. GSR 16/HA 9/79/S.8/2001 dated 28.6.2001.] or any other amount payable to the Borrower.(2)The deduction will commence from the first issue of salary or compensatory allowance or other allowances after the advance is drawn.(3)Simple interest will be charged on the amount of the advance at the rate fixed by the Government for car advances to Government servants.(4)The amount of interest will be recovered in one or more instalments as may be decided by the

Government, commencing from the month following that in which the repayment of the principal has been completed. Explanation. - The amount of advance to be recovered shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of a rupee shall be recovered.(5)[In case, the borrower ceases to be a member before the advance and interest thereon are fully repaid, recovery shall continue to be made at the rate hithertofore from the [pension, family pension and dearness allowance] which has become due to the borrower or from any of his other assets unless he has voluntarily made payment of the remaining instalments in lump sum or otherwise. In case there is any deficiency or shortfall in recovering the amount of the advance the borrower shall be required to make the balance payment through his own resources. In case, where he does not comply with the conditions of the repayment the provisions of the mortgage deed shall be invoked immediately.] [Substituted by Haryana Notification No. GSR 82/HA 7/79/S.8/88 dated 21.10.1988.](6)In case of Chief Minister, a Minister, a State Minister, a Deputy Minister, the Chief Parliamentary Secretary or a Parliamentary Secretary, the amount of deduction in lieu of recovery of the advance shall be made from his salary bills and intimation to that effect shall be sent to the Secretary regularly.[Provided that a borrower who has obtained advance prior to the 17th April, 1984 the recovery shall be made according to the pre-amended rules i.e. at the rate of five hundred rupees per month.] [Substituted by Haryana Notification No. GSR 39/HA 9/1979/S.8/84 dated 21.5.1984.]

24. Misutilisation of motor car advance.

- [Section 8]. - (1) In the case of misutilisation of the motor car advance, the Borrower shall be called upon to refund the entire amount of advance alongwith the interest due thereon in lump sum.(2)[Penal interest at 2½ per cent over and above the normal of interest shall also be recovered from the Borrower mis-utilizing the advance, from the date of its drawal till the date of recovery from him of the entire principal and interest and will be credited in head of account "0049-Interest-Receipts, Interest-Receipts of State/Union Territory Government-Other Receipts-Interest on House Building Advance (G.O.).] [Substituted by Haryana Notification No. GSR 16/HA 9/1979/S.8/2001 dated 28.6.2001.][25. Head of account. [Section 8]. - The amount will be credited in the head of account "7610-Loans to Government Servants etc.-202-Advance for purchase of motor conveyances-(ii) Advances for purchase of motor conveyances-Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Receipts" under intimation to the Secretary.] [Substituted by Haryana Notification No. GSR 16/HA 9/1979/S.8/2001 dated 28.6.2001.]

26. Account of recovery.

[Section 8]. - The account of recovery shall be maintained by the Secretary.

27. Safe custody and cancellation of mortgage deed and surety bond.

[Section 8]. - The hypothecation deed and personal bond shall be kept in safe custody of the Secretary. When the advance with interest due thereon have been fully repaid, the hypothecation deed and the surety bond shall be returned to the Borrower duly cancelled after obtaining a

certificate from the Accountant-General as to the complete repayment of the motor car advance and the interest accrued thereon. Form I(See rule 3)Form of application for grant of house building advance under the Haryana Legislative Assembly (Facilities to Members) Act, 1979.

- 1. Name of the applicant (in block letters)
- 2. Father's name/husband's name (in case of married ladyapplicant)
- 3. Designation and address of the applicant
 - Exact size and location of the plot whereon a residential house is proposed to be built.
- 4. Place where the plot is situated and surrounded by:

North South

East West

5. The plan of the house should be attached

(If the house proposed to be constructed is located in an urban area, the plan should be duly sanctioned by the competent local authority.)

5A. [In case the residential plot has been allotted by the Haryana Urban Development Authority. -

(i)full particulars of the authority by whom the plot has been allotted; (ii) the plot No. with area thereof and the place where it is situated; (iii) amount of initial payment made towards the price of the plot; (iv) date of taking possession of the plot; (v) date of permission of the Haryana Urban Development Authority to mortgage the plot to the Government; (vi) date of sanction of the plan of the house proposed to be constructed. (Letter from the concerned Authority in support of (ii), (iii), (iv), (v) and (vi) along with the letter of allotment and sanctioned plan be also attached)].

- 6. Total amount of loan applied for building the house. (Estimated cost of construction of the house and detailed estimate in support thereof duly approved by a qualified engineer or any other engineer authorised by the Deputy Commissioner to be furnished)
- 7. [I certify that I have not so far applied for or obtained any advance for the construction of a house.] [Substituted by Haryana Notification No. GSR 15/HA 9/79/S.8/81 dated 10.2.1981.]
- 8. I also certify that I have not availed myself to any house building loan under any other scheme of any State Government or of the Government of India or an autonomous body controlled or substantially financed by the State or Central Government.

9. I hereby certify that I am a full-fledged owner of the plot of land mentioned at Serial Number 4, above, and this plot is free from all encumbrances and is required for bona fide personal residence.

ORI certify tha	t I am an allottee of the plot of l	and mentior	ned at Serial Number 5A above, on terms
and conditions	of allotment letter No.	_ Dated	The house to be constructed thereon
	bona fide personal residence.Pl		
-			of the District whereas the land
as mentione	ed against Serial Numbe	r 4 of the	application is situated).
I	, Deputy Commissio	oner of	District hereby certify that
			land mentioned at Serial Number 4 of the
application and	d this land is free from all encun	nbrances.Sig	gnature of the Deputy Commissioner with
seal of his offic	e.OR*(Certificate by the Estate	Officer, Har	yana Urban Development Authority by
whom the plot	at Serial Number 5A has been a	llotted).I	, Estate Officer,
Haryana Urbar	n Development	_ hereby cer	tify that the plot at Serial Number 5A of
the application	has been allotted to Shri		on the terms and conditions contained
in allotment let	tter No	_ dated	Place :Date
:Signature of th	ne Estate Officer, Haryana Urba	n Developm	ent Authority with seal of his
office.*(Score	out whichever is not applicable).	.]Form II(Se	e rule 3)(Certificate by the Secretary,
Haryana Vidha	n Sabha in the case of Speaker/	Deputy Spea	aker or a member).Certified that
	is Speaker/De	eputy(Name)	Speaker/Member of the Haryana
Legislative Ass	embly and is drawing Rs		P.M. as Salary/Compensatory
Allowance/Cor	nstituency Allowance/Telephone	e Allowance/	Daily Allowance/[Sumptuary Allowance
and Office Allo	wance] [Added by Haryana Not	ification No	. GSR 16/HA 7/1979/S.8/2001 dated
28.6.2001.]It is	s also certified that his term of r	nembership	will expire on and an
amount of Rs. ₋	if advanced	to him as ho	use building advance will be recovered
from his Salary	y/Compensatory Allowance/Cor	ıstituency Al	lowance/Telephone Allowance
		_	aryana Notification No. GSR 16/HA
7/1979/S.8/20	01 dated 28.6.2001.] etc. during	g his term of	membership and thereafter from his
			by Haryana Notification No. GSR 16/HA
7/1979/S.8/20	01 dated 28.6.2001.] or from hi	s other asset	S.
Place : Secreta	ary,		
Date: Harvan	na Vidhan Sabha.		
· ·		lature Supple	ement Part III dated 16.12.1980.](See rule
	oplication for grant of advance f		·
0) 			f the applicant (in block
1.		letters)	the apprount (in brook
2.		•	Name/Husband's Name
			,
		(m case	of married lady applicant)

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3.	Designation and address of the applicant		
4.	Particulars of the house to be		
4.	purchased and surrounded by		
		North	South
		East	West
	Full particulars of the person or of		
_	the authority e.g. EstateOfficer,		
5.	Housing Board, etc. from whom the		
	house is to bepurchased.		
(In case the built house is to be purchased from a $$			
private person a certificate from the Deputy			
Commissioner to the effect that the vendor is			
absolute owner of the house and that itis free			
from all encumbrances should be attached)			
6.	The plan of the house to be		
	purchased.		
	Certified copy of the agreement		
7.	made with the owner of thehouse to		
	be purchased.		
8.	Settled price of the house to be		
	purchased.		
9.	Total amount of the advance		
	applied for.		
10.	Whether the affidavit stipulated in		
	rule 3-A has beenfurnished.		
Place: Signature of applicant.			
Date:			
Form II-B(See rule 3-A)Certified that	is Speaker/Depu	ıty	
Speaker/Member(name)of the Haryana Legislativ			
month as salary/compensatory allowance/constit	,		
allowance/sumptuary allowance and office alloware expire on and that an amount			
purchasing built house will be recovered from his			
allowance/telephone allowance etc. during his ter			J
[pension/family pension and dearness allowance]			
Place: Secretary,			
Date : Haryana Vidhan Sabha.			
Form II-C(See rule 3-B)Form of application for an	n advance for carrying out major repa	irs to t	he
house owned by the applicant.			
1. Name of the applicant :			

(in block letters)

2. Father's Name/Husband's name:

(in case of married lady applicant)

- 3. Designation and address of the applicant.
- 4. Particulars of the house and place where the house issituated and surrounded by:-

North South

East

- 5. Proof of ownership of the house referred to at 4 above.
- 6. Amount of loan applied for :-
- (i) major repairs
- (ii) additions
- (iii) alterations

In the house referred to at 4 above.

Place: Signature of applicant.

(Details and estimated cost for major repairs to be carried out in the house and detailed estimate in support thereof duly approved by a qualified engineer or any other engineer authorised by the Deputy Commissioner by furnished. If the house wherein major repairs are to be carried out located in an Urban Area, the plan should be duly sanctioned by the competent local authority).

7. Whether the affidavit stipulated in rule 3-B has been furnished.

I further certify that I am a fullfledged owner of the house referred to 4 above and it is free from all encumbrances. (A certificate from the Deputy Commissioner should also be furnished to the effect that the applicant is absolute owner of the house in question and it is free from all encumbrances).

8		
Date:		
[Form II-D] [See Haryana Legislature Sup	plement Part III dated 16.12.1980.	P. 1311.](See rule
3-B)Certified that	_ is Speaker/Deputy Speaker/Men	nber of the Haryana
Legislative Assembly and is drawing Rs	per month as sal	ary/compensatory
allowance/constituency allowance/telepho	one allowance/daily allowance/sun	nptuary allowance and
office allowance.It is also certified that his	term of membership will expire or	1
and an amount of Rs.	for major repairs, if advanced to h	nim will be recovered
from his salary/compensatory allowance/c	constituency allowance/telephone	allowance/sumptuary
allowance and office allowance, etc. during	his term of membership and ther	eafter from his
[Pension/family pension and dearness allo	wance] or from his other assets.Pl	ace :Date
:Secretary,Haryana Vidhan Sabha.[Form I	II] [See Haryana Legislature Supp	lement Part III dated
16.12.1980, P. 1311.](See Rule 4)(Mortgage	e deed)This Indenture made the	day of
19 one thousand nine hundred and	between her	einafter referred to as
the "Mortgagor" which term shall where th	e context so admits include his he	irs, executors,
administrators and assignees of the one na	rt and the Governor of Harvana (h	ereinafter referred to

of the other ment MITEDEAC the mentage of a charletche soined and measured of an athernia.
of the other part; WHEREAS the mortgagor is absolutely seized and possessed of or otherwise
well-entitled to the land hereditament and premises hereinafter described and expressed to be
hereby conveyed, transferred and assured (hereinafter referred to as the said hereditament): AND
WHEREAS the mortgagor has applied to the mortgagee for an advance of the sum of Rs.
for the purpose of enabling him to defray expenses for *purchasing a built
house or to defray the expenses of *building of house as suitable residence for his own use or to
defray expenses for *carrying out major repairs to his house;AND WHEREAS under the provisions
contained in the Haryana Legislative Assembly (Facilities to Members) Rules, 1979 (hereinafter
referred to as the said rules, which expression shall where the context so admits include any
amendments thereof or addition thereto for the time being in force) the mortgagee has agreed to
advance the mortgagor the said sum of Rs payable in the manner specified in rule
5.NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in
consideration of the sum of Rs paid on or before the execution of these
presents to the mortgagor by the mortgagee (the receipt thereof the mortgagor doth hereby
acknowledges) for the purpose of enabling the mortgagor to defray the hereinbefore recited
expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgagee the said
sum of Rs and such further sum as said hereafter repaid by him to the mortgagor
pursuant to the hereinbefore recited agreement in that behalf and interest thereon calculated
according to the said rules on the day of next and if the loan shall
not be repaid on that day shall pay interest in accordance with the said rules.AND THIS
INDENTURE ALSO WITNESSETH that for the consideration aforesaid the mortgagor doth hereby
convey, transfer and assure unto the mortgagee, all that piece of land situated in the
district of registration district of
sub-registration district containing more or less now in the
sub-registration district containing more or less now in the
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the use of the mortgagor or as he may direct and it is hereby agreed and declared that if there shall be
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgage will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the use of the mortgagor or as he may direct and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the convenants on his part herein contained or if he shall die or is
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by on the east by and on the west by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the use of the mortgagor or as he may direct and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the convenants on his part herein contained or if he shall die or is declared insolvent before the said sum of rupees (and any further sum as
sub-registration district containing more or less now in the occupation of the mortgagor and bounded on the north by on the south by together with the dwelling house and the out- houses, stables, cook-rooms and out buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their appurtenances including all erections and buildings thereon or hereafter erected and built on the said piece of land or the built house purchased with the advance unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained provided ALWAYS that if and as soon as the said advance of rupees and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgage will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the use of the mortgagor or as he may direct and it is hereby agreed and declared that if there shall be any breach by the mortgagor of the convenants on his part herein contained or if he shall die or is

said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby AND TO do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit 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 mortgagees shall hold the money to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfactions of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents. The mortgagor hereby convenants with the mortgagee that the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments. IN WITNESS whereof the mortgagor hath, hereunto set his land to this deed on the day and year first above written.

1st. witness	
Address/occupation	
2nd. witness	

Address/occupationSigned by the said (mortgagor) in the presence ofNote. - 1. The deed should be registered.

2. There must be two witnesses to a mortgagee.

*Delete whichever is not applicab	ole.[Form IV] [See Hary	ana Legislature Supplement	Part III dated
16.12.1980, P. 1311.](See rule 4)(l	Personal Bond)This dee	d is made on the	day of
between	son of	and resident of	: ·
(here	einafter referred to as th	ne borrower which expression	n shall include
his legal representatives and assig	gnees) of the one part a	nd the Governor of Haryana	(hereinafter
referred to as the Government wh	nich expression shall ind	clude his successors and assig	gnees) of the
other part.Whereas an advance o	f Rs has be	en sanctioned to	son
of and resident	of	(borrower) for co	nstruction of
house/for purchasing a built hou	se/for major repairs, or	ı the terms and conditions co	ontained in the
rules and the agreement dated	and/o	or the mortgage deed, dated	
for performa	ance and observance by	him of the conditions of the	agreement,
dated and/or of the	mortgage deed, dated	Now this de	ed witness and
the parties hereto hereby agree th	nat in pursuance of the s	said agreement and in consid	leration of the
sum of Rs advanced by	the Government, as loa	n, the borrower hereby agree	es that he shall
duly, faithfully and punctually pe	rform all the conditions	s set out in the agreement, da	ıted
and/or mortgage de	eed, dated	_ and that in the event of the	e failure of the

The Haryana Legislative Assembly (Facilities to Members) Rules, 1979	
borrower to perform any of the said conditions and of the borrower dying or becoming in for any cause whatsoever before the entire amount due to the Government on account of principal and interest under the said agreement and/or the mortgage deed, is paid off the Government shall be at liberty to recover the entire amount due to the Government by said otherwise as considered appropriate, of the property mortgaged with the Government or other assets of the borrower. In witness whereof the parties have signed this bond on the despectively mentioned against their signatures in the year of the Republic of India. Witnesses:	the e le or from any dates
1	
2	
Signature of the borrower.acceptedSigned for and on behalf of the Governor of Haryana. Somethe purposes of loan which are not applicable. Form V(See rule 4)Agreement to be executed member at the time of drawing an advance for the construction of house/purchase of a but house/major repairs to house) An agreement made on day of one	ed by a uilt thousand
nine hundred and between Shri	
(hereinafter called the 'Borrower' which expression shall include his legal representatives and assignees of the one part and the Governor of Haryana (hereinafter called the Governor)	nment
which expression shall include his successors and assignees) of the other part. Whereas the	
Borrower has under the provisions of the Haryana Legislative Assembly (Facilities to Mer	
Rules, 1979 regulating the grant of advance to a member for the construction of a residen	
house/for purchasing a built house/for major repairs to his house under the Haryana Leg	gislative
Assembly (Facilities to Members) Act, 1979, applied to the Government for a loan of Rs.	

built house/for major repairs to his house and the Government have agreed to lend 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 agrees with the Government (i) to pay to the Government the said amount in monthly instalments of [rupees one thousand or rupees six hundred each as the case may be] [Substituted by HGG No. GSR 39/HA 9/1979/S.8/1984 dated 24.5.1984.] excluding the instalment(s) of interest calculated according to the said rules, from the salary/compensatory allowance/telephone allowance/travelling allowance/[daily allowance/constituency allowance/sumptuary allowance and office allowance] of the Borrower. It is further agreed that in case the Borrower ceases to be a member before the advance and interest are fully repaid, the outstanding balance together with the interest shall be recovered in instalments of [rupees one thousand or rupees six hundred each as the case may be [Substituted by HGG No. GSR 39/HA 9/1979/S.8/1984 dated 24.5.1984.] P.M. from the [pension/family pension and dearness allowance] which has become due to the Borrower and also from any of his other assets; and (ii) to execute a document within a period of one year from the date of the payment of last instalment of the advance for constructing a house/or for carrying out major repairs to his house, or within one month of payment of advance for the purchase of a built house hypothecating the house constructed or the

_ (Rs. _____ only) for the construction of a house/for purchasing a

house in which majo	r repairs are made,	or the house purchased, with the said advance to the
Government as the s	ecurity or the amou	int lent to the Borrower as aforesaid and interest in the form
provided by the said	rules.And it is here	by lastly agreed and declared that if the house has not been
mortgaged as aforesa	aid or if the Borrow	er within that period becomes insolvent or dies, the whole
amount of loan and i	nterest accrued the	reon shall become due and payable.In witness thereof the
parties above mentic	ned have hereunto	set their hands to this deed on the day and year first before
written.Signed by the	e borrower in the pr	resence of witnesses
:-(1)	(2)	Signature and designation of the Borrower.for
and on behalf of the	Governor of Haryar	na.Form VI(See rule 15)(Application form for advance for the
purchase of Motor-C	ar)	

1. Name of the applicant

(in block letters)

- 2. Designation and address.
- 3. Anticipated price of the motor car.
- 4. Amount of advance required.
- 5. Number of instalments in which the advance is desired to be repaid.
- 6. Whether advance for similar purpose was obtained previously and if so -
- (i)date of drawal of the advance.(ii)the amount of advance and/or interest thereon still outstanding, if any.
- 7. Whether the intention is to purchase a new motor car through a person other than a regular or reputed dealer or agent.
- 8. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the vehicle within one month from the date of drawl of the advance.
- (a)Certified that the information given above is complete and true.(b)Certified that I have not taken delivery of the motor car on account of which I apply for the advance, and that I shall complete negotiations for the purchase of, pay finally and take possession of the motor car before the expiry of one month from the date of withdrawal of the advance.

9. I certify that I have not so far applied for or obtained any advance for the purchase of motor car.

Dated the Signature of the Applicant.
Designation and Address.
Form VII(See rule 15)(Certificate to be recorded by the Secretary, Haryana Vidhan Sabha)Certified
that is a member of Haryana Legislative Assembly representing
constituency and is drawing Rs as salary/Compensatory
Allowance/Telephone Allowance/Daily Allowance/Travelling Allowance and Rs.
p.m. as Constituency Allowance Rs as sumptuary allowance and Rs.
per month as office allowance. It is further certified that an amount of Rs.
if advanced to him as Motor Car advance can be recovered from his salary/[Salary
Allowances during the terms of his membership and thereafter from his [pension/family pension
and dearness allowance] and other assets. The member is eligible for the grant of Rs.
as [motor car advance.] [See Haryana Legislature Supplement Part III
dated 16.12.1980 P. 1311.]
Place: SECRETARY,
Date: Haryana Vidhan Sabha.
[Form VIII] [See Haryana Legislature Supplement Part III dated 16.12.1980 P. 1311.](See rule
16)(Personal Bond)This deed is made on the day of between
son ofand resident of(hereinafter
$referred\ to\ as\ the\ borrower\ which\ expression\ shall\ include\ his\ legal\ representatives\ and\ assignee)\ of$
the one part and Governor of Haryana (hereinafter referred to as the "Government") of the other
part.Whereas a loan of Rs has been granted to the (borrower) for purchase
of a motor car on the terms and conditions contained in the agreement dated
and/or the mortgage deed, dated for due performance and observance by
him (borrower) of the conditions of the agreement dated and/or of the mortgage deed,
dated;Now this deed witnesses and the parties hereto hereby agree that in
pursuance of the said agreement and in consideration of the sum of Rs.
advanced by the Government as loan, the borrower, hereby agrees that he shall duly, faithfully and
punctually perform all the conditions set out in the agreement, dated and/or
hypothecation deed, dated and that in the event of the failure of the borrower to
perform any of the said conditions and of the borrower dying or becoming insolvent or for any cause
whatsoever before the entire amount due to the Government on account of the principal and interest
under the said agreement and/or the hypothecation deed is paid off the Government shall be at
liberty to recover the entire amount due to the Government by sale or otherwise as considered
appropriate, of the property mortgaged with Government or from other assets of the borrower. In
witness whereof the parties have signed this deed on the dates respectively mentioned against their
signatures in the year of the Republic of India.Witness

1		, , , , , , , , , , , , , , , , , , , ,	
Signature of the borrowe	r.		
2			
	on behalf of the Governor o		~
	e Of Drawing An Advance F		· ·
	day of		
hundred and	between Shri	(he	reinafter called the
"Borrower" which expres	sion shall include his legal	heirs, administrators,	executors and
representatives and assig	nees) of the one part and t	he Governor of Haryar	na (hereinafter called "the
Government" which expr	ession shall include his suc	ccessors and assignees) of the other
part.Whereas (the Borrov	wer has under the provision	ns of the Haryana Legi	slative Assembly
-	Rules, 1979 regulating the g		•
	ınder the Haryana Legislat		
	nt for a loan of Rs		
	ar and the Government hav		
Borrower on the terms ar	nd conditions hereinafter c	ontained.Now it is her	eby agreed between the
	sideration of the sum of Rs		
_	ees with the Government (i	_	-
	ling to the said rules by mo		
	Allowance [telephone allow	· · · · · · · · · · · · · · · · · · ·	• • • • •
	owance/office allowance] [-
• -	dated 28.6.2001.] as provi		
	such deductions and (ii) w	•	·
	e extended period, if any, t		
	car or if the actual price pai	-	
_	h and (iii) to execute a doc		
	or the amount lent to the E	· -	
	s and further authorises the		
-	palance together with interest		-
_	Part III dated 16.12.1980. P		-
	owance] [Substituted by H		
•	has become due to him, an	•	
	declared that if the motor of	· · · · · · · · · · · · · · · · · · ·	
	nth from the date of disburs	_	• -
	t or dies, the whole amount		
-	e due and payable.In witne		
·		_	
nanus to this ueed oil the	day and year first before v	(2)	
designation and address	(1) of the Borrower)(Signature		
and designation)(1)			thess)signed by (Name a behalf of the Governor of
and ucoignation)(1)	(<i>_</i> /	1'01 and 01	i denan of the governor of

Haryana in the presence of (Signature of witness) (Signature and designation of the officer) Form

X(See Rule 21)Form of the clause to be inserted in Insurance Policies

- 2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

Chief Secretary to Government, Harya	ana.Form XI(See Rule 22)Hypotheca	tion deed for motor car
advanceThis indenture made this	day of	one
thousand, nine hundred and		
(hereinafter called "the	e Borrower" which expression shall in	nclude his heirs,
administrators, executors and legal re	epresentatives) of the one part and the	e Governor of Haryana
(hereinafter called "the Government"	which expression shall include his su	ccessors and assignees)
of the other part; Whereas the Borrow	er has applied for and has been grant	ed an advance of Rupees
to purchase	a motor car on the terms specified in	the Haryana Legislative
Assembly (Facilities to Members) Rul	es, 1979 (hereinafter referred to as th	e said rules) :And
whereas one of the conditions upon w	hich the said advance has been grant	ed to the Borrower is that
the Borrower should hypothecate the	said motor car to the Government as	security for the amount
advanced to the Borrower; And where	as the Borrower has purchased with o	or partly with the amount
so advanced as aforesaid the motor ca	ar particulars whereof set out in the Se	chedule hereunder
given; Now, the indenture witnesseth	that in pursuance of the said agreeme	ent and for the
consideration aforesaid, the Borrowei	doth hereby convenant to pay to the	Government the sum of
Rs aforesaid or	r the balance thereof remaining unpa	id on date of these
presents by equal payments of [rupee	s six hundred] [Substituted by Harya	na Notification No. GSR
39/HA 9/1979/S.8/84 dated 24.5.198	34.] each on the first day of every mor	nth and will pay interest
on the sum for the time being remain	ing due and owing calculated accordi	ng to the said rules and
the Borrower doth agree that such pay	yment may be recovered by monthly o	deductions from his
salary in the manner provided by the	said rules, and in further pursuance o	of the said agreement, the

borrower doth hereby assign and transfer upto the Government the motor car 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. And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car and that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Government in respect to the said advance will not sell or pledge the said motor car or part with the possession thereof; provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time or if the Borrower shall sell or pledge the said motor car or part with the possession thereof or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith, become payable AND IT IS HEREBY agreed and declared that the Government may on the happening of any of the events hereinbefore mentioned seize and take possession of the said motor car and either remain in possession thereof without removing the same or else may remove and sell the said motor car either by public auction or private contract and may out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid at all cost, charges, expenses and payments properly incurred or made in maintaining, defending or realising its rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or legal representatives; PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said motor car shall not prejudice the right of the Government to sue the Borrower or his legal representatives for the said balance remaining due and interest or in the case of the motor vehicle being sold the amount by which the net sale proceeds fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government, the Borrower shall ensure and keep insured the said motor car against loss, damage by fire, theft, or accident with an Insurance Company to be approved by Accountant-General, Haryana and will produce evidence to the satisfaction of the Accountant-General, Haryana, that the Motor Insurance Company with whom the said motor car is insured have received notice that the Government is interested in the policy AND THE Borrower hereby further agrees that he will not permit or suffer the said motor car to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof AND further that in event of any damage or accident happening to the said motor car the Borrower will forthwith have the same repaired and made good. [Substituted by Haryana Notification No. GSR 15/HA 9/79/S.8/81 dated 10.2.1981.][Substituted by HGG GSR No. 16/HA 7/1979/S.8/2001 dated 28.6.2001.]