

The Punjab Legislative Assembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979

PUNJAB

India

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Rule

THE-PUNJAB-LEGISLATIVE-ASSEMBLY-GRANT-OF-ADVANCE-TO-SPEAKER-AND-DEPUTY-SPEAKER-RULES-1979

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The Punjab Legislative Assembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979 Published vide Notification Punjab Government Gazette, Legislative Supplement Part 3 dated 4.12.1979.

1. Short title.

- These rules may be called the Punjab Legislative Assembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979.

2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context :- (a) 'Act' means the Punjab Legislative Assembly Speaker's or the Deputy Speaker's Act, 1937 (Punjab Act No. 3 of 1937); (b) 'Family' means the spouse of the Speaker or Deputy Speaker and the legitimate children and step-children residing with and wholly dependent upon the Speaker and Deputy Speaker; (c) 'Form' means a form appended to these rules; (d) 'Government' means the Government of the State of Punjab in the Department of General Administration (Parliamentary Affairs Branch); (e) 'Sanctioning Authority' means the Secretary of the Punjab Vidhan Sabha.

3. Application for the grant of advance for the construction of a house.

- A Speaker or the Deputy Speaker desirous of getting advance for the construction of a house shall apply to the Sanctioning Authority in Form 'A'.

4. Conditions for grant of house building advance.

- The Sanctioning Authority shall sanction a repayable advance for the construction of a house subject to the followings conditions :-(i)The Speaker or the Deputy Speaker concerned must certify that the advance is actually required for building a house for occupation by himself, where he intends to settle down;(ii)The land or plot which is free-hold or lease-hold along with building to be erected thereupon shall be mortgaged to the Government in Form 'B' or Form 'C' as the case may be, before any instalment of advance is drawn by the Speaker or the Deputy Speaker.(iii)The advance shall be disbursed in four instalments depending upon the stage of construction and the amount of each instalment shall be as under :-(a)first instalment : equal to twenty per cent of the advance at the time of starting construction;(b)second instalment : equal to twenty per cent of the advance after the house has been completed up to plinth level;(c)third instalment : equal to thirty per cent of advance after the house has been constructed up to roof level;(d)fourth instalment : equal to thirty per cent, i.e., the balance amount of the advance, after the roof has been completed :Provided that the second and subsequent instalments shall be released only when the Speaker or the Deputy Speaker furnishes an affidavit to the Sanctioning Authority to the effect that the amount of an instalment previously drawn has actually been utilised for the purpose for which it was drawn.(iv)The Speaker or the Deputy Speaker shall forthwith refund to the Government the amount, if any, which is not spent for the purpose for which it was drawn.(v)The house shall be maintained in good condition at the cost of the Speaker and Deputy Speaker concerned and municipal and other local taxes in respect of the house shall be regularly paid by him until the advance along with interest is repaid to the Government.

5. Advance for purchasing a house.

(1)The Speaker or the Deputy Speaker desirous of getting advance for purchasing a house shall apply to the Sanctioning Authority in Form 'D'.(2)The application referred to in sub-rule (1) shall be accompanied by an agreement to sell in Form 'E' executed by the intended seller.

6. Conditions for grant of advance for purchase of a house.

- The Sanctioning Authority shall sanction the repayable advance for purchase of a house to the Speaker or the Deputy Speaker subject to the following conditions :-(i)The house must be purchased within one month from the drawal of the said advance;(ii)A satisfactory proof of the purchase of the house shall be submitted to the Sanctioning Authority immediately after the purchase is made;(iii)The Speaker or the Deputy Speaker shall within a fortnight refund the surplus amount to the Government, if the amount of advance is more than what is actually spent for the purchase of a house;(iv)The Speaker or the Deputy Speaker shall mortgage the house purchased with the advance

and built on a plot which is free-hold or lease-hold in favour of the Governor of Punjab in Form 'B' or Form 'C', as the case may be within a period of fifteen days from the date of purchase thereof;(v)The house shall be maintained in good condition at the cost of the Speaker or the Deputy Speaker concerned and the municipal and other local taxes in respect of the house shall regularly be paid by him until the advance along with interest is repaid to the Government.

7. Grant of advance for the purchase of motor car.

- The Speaker or the Deputy Speaker desirous of getting advance for the purchase of Motor-car, shall apply to the Sanctioning Authority in Form 'F' accompanied by an irrevocable Bank Guarantee worth not less than the amount of advance required or a surety bond in Form 'H' executed by the person having immovable property worth not less than amount of advance required.(2)The Sanctioning Authority shall sanction a repayable advance to the Speaker or the Deputy Speaker for the purchase of a Motor-car, subject to the following conditions :-(i)The Speaker or the Deputy Speaker shall execute an agreement in Form (1) before the drawal of the advance;(ii)The Speaker or the Deputy Speaker shall purchase the Motor-car within a period of one month from the date of drawal of the advance;(iii)The Speaker or the Deputy Speaker shall hypothecate the Motor-car in favour of the Government in Form 'G' before its registration or within a period of fifteen days from the date of purchase thereof, whichever is earlier.(iv)The Speaker or the Deputy Speaker shall get Motor-car comprehensively insured during the period the advance along with interest is not fully repaid; and(v)The Speaker or the Deputy Speaker shall, while applying for registration, state that the Motor-car is subject to the hypothecation in favour of the Government as envisaged in Form 'E' set forth in the first Schedule appended to the Motor Vehicles Act, 1939.(3)The Sanctioning Authority shall furnish to the Accountant-General, Punjab, a certificate to the effect that a deed in Form 'G' hypothecating the Motor-car in favour of the Government has been got executed from the Speaker or the Deputy Speaker and that it has been found to be in order.

8. Safe custody of the mortgage deeds.

- The Sanctioning Authority shall ensure that the mortgage deeds, surety bond and the hypothecation deed referred to in rules 4, 6 and 7 are duly executed and placed by him in safe custody.

9. Disbursement of Advance.

- The amount of advance sanctioned under rules 4, 6 and 7 shall be drawn and disbursed to the Speaker or the Deputy Speaker by the Sanctioning Authority.

10. Misutilisation of the advance or furnishing of false information

. - Utilisation of the advance for a purpose other than that for which it is sanctioned or furnishing of the false certificate or making any false statement in the application for obtaining advance shall render the Speaker or the Deputy Speaker liable to refund to the Government forthwith entire

advance drawn by him along with interest in addition to penal interest at such rate as may be specified by the Government from time to time.

11. [Interest. [Substituted vide GSR 33/PA3/37/S.4/Amd(2)/97, dated 2.7.1997.]

- In respect of the advance sanctioned under rules 4, 6 and 7 interest shall be charged at the rate of six per cent per annum.]Notes 1. - The interest shall be rounded off to the nearest rupee that is less than fifty paise shall be ignored while fifty paise and above shall be taken as a rupee.

2. The interest shall be calculated on balance outstanding on the last day of each month by the Sanctioning Authority.

3. In case, where the advance 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 is drawn.

4. The interest shall also be recoverable along with the principal amount in the manner indicated in rule 13.

5. The audit office shall check the correctness of the interest to be recovered from the Speaker or the Deputy Speaker.

12. Penal interest.

- Without prejudice to any other action that may be taken under these rules, a Speaker or the Deputy Speaker who is found to have misutilised the advance or has not fulfilled all or any of the conditions of the sanctions or has retained the amount of the advance beyond the period specified for utilisation, a penal interest shall be charged at such rate, as the Government may, from time to time, specify.

13. Recovery of advance.

(1)The advance sanctioned under rules 4, 6 and 7 shall be repayable in equated monthly instalments commencing from the month immediately succeeding that in which the advance has been drawn. The instalments of the advance shall be so regulated that the entire amount of advance along with interest is recovered from the Speaker or the Deputy Speaker within a period of fifteen years from the date of drawal of the advance :Provided that if the Speaker or the Deputy Speaker fails to pay any instalment of the advance on the due date, the whole amount of advance or so much thereof as shall then remain due and unpaid along with the interest shall become payable immediately :Provided further that in the event of the demise of the Speaker or the Deputy Speaker, the amount of advance or so much thereof as shall then remain due and unpaid shall become payable forthwith

to Government with interest due thereon and in the event of failure by the legal heirs of the Speaker or the Deputy Speaker to deposit the same within a period of one month from the date of demise, the same shall be recovered from sale of the property mortgaged.(2)The amount of advance along with interest or any balance due from the Speaker or the Deputy Speaker shall without prejudice to other rights and remedies of the Government also be recoverable from the pension, if any, admissible to him under the Punjab State Legislature Members (Pension and Medical Facilities Regulation) Act, 1977.

14. Sale of house or Motor-car.

- The house constructed or purchased, and the Motor-car, purchased with the aid of advance under these rules shall not be sold without previous permission of the Government so long such advance together with interest accrued thereon has not been fully repaid.

15. Repeal and savings.

- The Punjab Legislative Assembly Speaker's/Deputy Speaker's (Advance for Motor-car) Rules, 1955, are hereby repealed :Provided that any order may or any action taken under the rules so repealed shall be deemed to have been made or taken under the corresponding provisions of these rules. Form 'A'(See Rule 4)Application form for House Building Advance

1. Name of Speaker or the Deputy Speaker.

(in block letters).

2. Father's name

3. Name of the Constituency from which elected.

4. Party to which belongs.

5. Date of swearing in as member of the Punjab Vidhan Sabha.

6. Particulars of Pay/allowances drawn.

7. Particulars of any other advance outstanding against him giving nature of advance and rate of monthly recovery.

8. Permanent address

9. (a) Amount of advance admissible.

(b) Amount of advance required.

10. (a) Description of the 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 forms.

11. (a) Is your title to land undisputed and free from encumbrances ? If so, give proof, viz., attested copy of allotment order, registration deed, copy of Jamabandi/Intequal, etc.,

(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. (e) Is the land freehold or leasehold ? If leasehold whether conditions of the lease permit land being mortgaged to Government (Attach consent of the competent authority to this effect). (f) Does the land/plot fall in urban area ? (Attach documents/proof that the plan has been approved by the competent authority and state the period of its validity). (g) Is the land/plot outside Municipal limits and falls in rural area ? (Attach to that effect a certificate from the Sarpanch or any other revenue authority)

12. Proposed monthly instalment of recovery to ensure complete repayment of advance and interest within a period of ten years from the date of drawal of advance.

DECLARATION

1. I undertake to utilise the amount of advance for the purpose for which it has been applied for and understand that in case of misutilisation of the advance or misstatements of any fact, I shall in addition to refunding the entire amount in lump sum along with 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.

Documents enclosed

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

Signature of Speaker or the Deputy Speaker with address _____ Station : Dated : Affidavit Affidavit of _____ son of _____ aged _____ resident of _____. I, the aforesaid _____ hereby solemnly affirm and declare as follows :- that I am the sole owner of the plot No. _____ on which I now intend to construct the house at _____ that I want to construct the house for my bona fide residence. that neither I nor any member of my family has drawn any house building advance under any scheme from any source. DEPONENT Place : Dated : 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. DEPONENT Place : Dated : Form 'B' (See Rules 4 and 6) Form of Mortgage Deed to be executed when the Property is Free Hold This indenture made this _____ day of _____ One thousand nine hundred and _____ between _____ son of _____ of _____ aged _____ Speaker or the Deputy Speaker Punjab Vidhan Sabha (hereinafter called the "Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include his heirs, executors, administrators and assigns) of the One Part and the Governor of Punjab (hereinafter called "the Mortgagee" which expression shall, unless excluded by or repugnant to the subject or context, 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 and/or house hereditaments and premises hereunder described in the Schedule hereunder written and for greater clearance delineated on the plan annexed hereto and thereon shown 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 applied to the Mortgagee for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the Mortgagor :

1. [to construct a house on the hereditaments.] [Strike out whichever is not applicable.]
2. [to purchase a ready built house.] [Strike out whichever is not applicable.]

And Whereas the Mortgagee agree to advance to the Mortgagor the said sum of Rs. _____ on certain terms and conditions; And whereas one of the conditions

for the aforesaid advance is that the Mortgagee should secure the payment of the said advance and due observance of all the terms and conditions contained in the Punjab Legislative Assembly (Grant of Advances to Speaker and Deputy Speaker) Rules, 1979 (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 a mortgage of the property described in the Schedule hereunder written; And whereas the Mortgagee -

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

**2. has paid to the Mortgagor an advance of Rs. _____ only
on _____ and in the manner provided in the said rules
upon having the repayment of the loan with interest and the observance of all
the terms and conditions contained in the said rules as hereinafter
mentioned and secured in the manner hereinafter appearing;**

And Whereas the Mortgagor is to receive from the Mortgagee the aforesaid advance in lump sum or in the following instalments :-

1st. Instalment Rs. _____

2nd. Instalment Rs. _____

3rd. Instalment Rs. _____

4th. Instalment Rs. _____

Now this indenture witnesseth as follows : (i) In pursuance of the said rules and in consideration of the said advance 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 observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. _____ (Rupees _____ only) along with interest thereon by _____ monthly instalments commencing from the month of _____ Nineteen hundred and _____: Provided that in the event of the demise of the Mortgagor the amount of advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to Mortgagee with interest due thereon and in the event of failure by the legal heir of the Mortgagor to repay the same within a period of one month from the date of the demise the same shall be recovered by sale of the mortgaged property without intervention of the Court and the Mortgagee would be entitled to recover the costs, if any, incurred by him for the purpose (ii) If the Mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the

Mortgagor shall become insolvent or be disqualified to be member of the Punjab Vidhan Sabha for any reason, or if he dies before payment of the advance in full or if the Mortgagor fails to observe or perform any of the terms, conditions and stipulation 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 advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon _____ per annum calculated from the date of the payment by the Mortgagee of the First instalment of the said advance;(iii)In further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance 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 secure unto the Mortgagee all and singular the said mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said 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 with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or material for the time being thereon unto to the use of the Mortgagee absolutely for ever 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 reconvey, retransfer and reassure the said mortgaged property unto and to the use of the Mortgagor or as he may direct;(iv)And it 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 Punjab Vidhan Sabha for any reason or if he dies before all the dues payable to the Mortgagee under these present together with interest thereon shall have been fully paid off or if the said advance or any part thereof become payable forthwith under these presents or otherwise, then and in any of such cases it shall be lawful for the Mortgagee to sell without intervention of the court 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 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 Mortgagee shall hold the moneys to arise from any such sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.(v)The Mortgagor hereby covenants with the Mortgagee as follows :-(a)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 the use of the Mortgagee in the manner aforesaid.(b)That the Mortgagor shall carry out the construction of the house exactly in accordance with the plan and specifications approved by the

Administrator/Municipal Corporation/Municipal Committee/Notified Area Committee concerned. The Mortgagor shall certify, when applying for instalments of advance that the amount already drawn out of the said sanctioned advance 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 certificates. If a false certificate is furnished by the Mortgagor, he will be liable to pay to the Mortgagee forthwith the entire advance received by him along with interest in addition to penal interest at such rate as may be specified by Government, from time to time.(c)That the Mortgagor shall complete the construction of the house within eight 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 advanced to him together with interest calculated under the said rules in lump sum. The mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.(d)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 advance along with interest has been repaid to the Mortgagee an annual certificate to the above effect.(e)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.(f)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.(f)The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred for which the advance was sanctioned.(g)The Mortgagor shall not during the continuance of these presents charge, encumber, alienate etc., or otherwise dispose of, the mortgaged property.

Above Referred To

1. Area of plot

2. Plot/House No.

In witness whereof the Mortgagor has hereunto set his hand and the Governor of Punjab has caused Shri _____ Secretary Punjab Vidhan Sabha for and on his behalf set his hand hereunto the day and year first above written : _____ Signed by the said (Mortgagor)In the presence of

1st. Witness :

Address :Occupation :

2nd. Witness :

Address :Occupation :Signed by Shri _____ Secretary of Punjab Vidhan Sabha for and on behalf of the Governor of Punjab in the presence of _____

1st. Witness :

Address :Occupation :

2nd. Witness :

Address :Occupation :Form 'C'(See Rule 4 and 6)Form Of Mortgage Deed To Be Executed When -the Property Is Lease-holdThis indenture made this _____ day of _____ One thousand nine hundred and _____ between _____ son of _____ of _____ at present at _____ (hereinafter called the "Mortgagor" which expression, shall unless excluded by or repugnant to the subject or context thereof, include his heirs, executors, administrators and assigns) of the ONE PART and the Governor of Punjab (hereinafter called the "Mortgagee" which expression shall, unless excluded by or repugnant to the subject or context hereof include his successors in office and assigns) of the Other Part :Whereas by a lease deed dated _____ and made between the Mortgagor and _____ (hereinafter called the lessor) the lessor demised to the Mortgagor the property situated at _____ and more particularly described in the Schedule hereunder written (hereinafter called the said hereditaments) for a term of _____ year commencing from _____ at the yearly/monthly rent of Rs. _____ and subject to the performance and observance of the covenants and conditions therein mentioned.And whereas the Mortgagor has applied to the Mortgagee for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the Mortgagor :-

1. [to construct a house on the said hereditaments.] [Strike out which ever is not applicable.]

2. [to purchase a ready built house on the said hereditaments.] [Strike out which ever is not applicable.]

And whereas the Mortgagee has agreed to advance to the Mortgagor the said sum of Rs. _____ on certain terms and conditions.And whereas one of the conditions for the aforesaid advance is that the Mortgagee should secure the repayment of the said advance and due observance of all the terms and conditions contained in Punjab Legislative Aseembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979 (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 (hereinafter referred to as the mortgaged property). And whereas the Mortgagee -

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

**2. has paid to the Mortgagor an advance of Rs. _____
(Rupees _____ only) in the manner provided in the said
rules upon having the repayment of the loan with interest and observance of
all the terms and conditions accrued in the manner hereinafter appearing :-**

And whereas the Mortgagor is to receive from the Mortgagee the aforesaid advance in lump sum or in the following instalments :-

1st. Instalment Rs. _____

2nd. Instalment Rs. _____

3rd. Instalment Rs. _____

4th. Instalment Rs. _____

And whereas the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the powers herein contained or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease. Now this indenture witnesseth as follows :-(i) In pursuance of the said rules and in consideration of the said advance 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 observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. _____ (Rupees _____ only) by _____ monthly instalments from the pay of the Mortgagor commencing from the month of _____ Nineteen hundred and _____ and the Mortgagor hereby authorises the Mortgagee to make deduction from him the amount of advance along with interest due thereon within the specified period in the manner and on the terms specified in the said rules, provided that the Mortgagor shall repay the entire advance with interest in full within the period of ten years from the date of drawal of advance, failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period; (ii) If the Mortgagor shall utilize the advance for a purpose other than that for which the advance is

sanctioned, or if the Mortgagor shall become insolvent or shall cease to be a member of the Punjab Vidhan Sabha for any reason or if he dies before payment of the advance in full, or if the Mortgagors shall fail to observe or perform any of the terms, conditions and stipulation specified in the said rules and on his part to be observed and performed, then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at _____ per cent per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance;(iii)In further pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance 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 demise up to the Mortgagee, All And singular the said mortgaged property comprised in the said lease dated _____ and more particularly described in the Schedule hereunder written together with building erected or to be erected by the Mortgagor on the said mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them, belonging subject to covenants by the lease contained to the lease deed dated _____ and to the condition therein contained to hold unto the Mortgagee for the residue of the said term of _____ years subject to the terms and covenants of the said lease and 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 the Mortgagor shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other money (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 reconvey, retransfer and reassure the said mortgaged property unto and to the use of the Mortgagor or as he may direct;(iv)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 a member of the Punjab Vidhan Sabha or if he dies before all the dues payable to the mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then in any of such cases it shall be lawful for the Mortgagee to sell without intervention of the court, 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 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 purchasers or purchasers therefrom and it is hereby declared that the mortgagee shall hold the moneys to rise 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 next place thereout to pay to _____ the lessor of the mortgaged property _____ 50 per cent of the unearned increase pursuance to clause _____ of the said lease and then to pay moneys in or towards the satisfaction of moneys for the time being owing on the security of these presents and the balance, if any to be paid to the Mortgagor;The Mortgagor hereby covenants with the Mortgagee as follows :-(a)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 the use of the Mortgagee in the manner aforesaid.(b)That the Mortgagor shall carry out the construction of the house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance that the amount already drawn out of the sanctioned advance 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 certificates. If a false certificate is furnished by the Mortgagor, he will be liable to pay to the Mortgagee forthwith the entire advance received by him and further will also be liable to any such legal action as may be permissible under the said rules.(c)That the Mortgagor shall complete the construction of the house within eight months of _____ 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 advanced to him together with interest calculated under the said rules in lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advances has been utilised for the purpose for which it was sanctioned.(d)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 advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.(e)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 has been repaid, in full.(f)The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred for which the advance was sanctioned.(g)That the said lease dated is valid and subsisting lease of the said mortgaged property and is not void or voidable and rents and the covenants and conditions in the indenture of lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner herein before stated.(h)That the Mortgagor will so long as any money shall remain owing on the security of the said mortgaged property herein before expressed to be hereby assigned and, in any case for the period of the said agreement, duly observe all the covenants and conditions required on his part to be observed under the aforesaid lease and keep the Mortgagee indemnified against all actions, suits, proceedings costs, charges, claims and demands which will be incurred or sustained by reason of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.(i)That the Mortgagor shall not during the continuance of these presents charge, encumbrance, alienate etc. or otherwise dispose of the mortgaged property. Schedule above referred to Area of plot/house No. In witness whereof the Mortgagor has hereunto set his hand and the Governor of Punjab has caused Shri _____ for and on his behalf to set his hand hereunto on the day and year first above written. Signed by the said _____ in the presence of :-

1st. Witness :

Address :Occupation :

2nd. Witness :

Address :Occupation :Signed by Shri _____Secretary of Punjab Vidhan Sabha for and on behalf of the Governor of Punjab in the presence of -

1st. Witness :

Address :Occupation :

2nd. Witness :

Address :Occupation :Form 'D'(See Rule 5)Application Form For Purchase Of Built House

1. Name of Speaker or the Deputy Speaker.

(in block letters).

2. Father's name

3. Name of the Constituency from which elected.

4. Party to which belongs.

5. Date of swearing in as member of the Punjab Vidhan Sabha.

6. Particulars of Pay/allowances drawn.

7. Particulars of any other advance outstanding against him giving nature of advance and rate of monthly recovery.

8. Permanent address

9. (a) Amount of advance admissible.

(b)Amount of advance required.

10. Location of the house with full address.

11. (a) Area of the house.

(b) Amount of advance admissible

12. Age of the house.

13. Name of the owner and address

14. (i) Price to be paid/settled (Attach an attested copy of the agreement or sale deed).

(ii) Indicate the exact date by which the agreement or sale deed will be executed. (iii) If the price of the house proposed to be purchased is more than the amount of advance how do you propose to pay the balance.

15. Have you satisfied yourself that the transaction would result in your acquiring an undisputed title to the house (enclose an attested copy of the letter from the seller that subject to settlement/payment of the price 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).

16. Is the land on which house stands free-hold or lease-hold ? If lease-hold, whether conditions of the lease permit of the land/house being mortgaged to Government. (Attach consent of the competent authority to this effect).

DECLARATION

1. I undertake to utilise the amount of advance for the purpose for which it has been applied for and understand that in case of misutilisation of the advance or misstatements of any fact, I shall in addition to refunding the entire amount in lump sum along with 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.

Documents enclosed
Signature of Speaker or the Deputy Speaker with address
Station : Dated _____
: AFFIDAVIT Affidavit of _____ son of _____ aged _____
_____ resident of _____. I, the aforesaid

_____ hereby solemnly affirm and declare as follows :-that I propose to purchase a built up house at _____ that I want to purchase the built up house for my bona fide residence.that neither I nor any member of my family has drawn any house building advance under any scheme from any source.

Place : DEPONENT

Dated :

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 : DEPONENT

Dated :

Form 'E'(See Rule 5)Agreement To SellThis agreement to sell is made at _____ the _____ day of _____ 19 ____ between (I) _____ s/o Shri _____, resident of House No. _____ (hereinafter referred to as the seller which term shall where the context so admits include his heirs, executors, successors, legal representatives and administrators) of the one part; and (2) Shri _____ s/o _____ resident of House No. _____ (hereinafter referred to as the purchaser which term shall where the context so admits include his heirs, assignees, 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 yards _____.And whereas the said house is free from all sorts of encumbrances, that is sale, gift, mortgage and will etc. to date;And whereas due to some family unavoidable circumstances and other financial difficulties the seller is not in position to retain the house therefore, he 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 -(i)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.(ii)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 or nominees or any other person or person(s) (if such necessity arises at any later stage) on the request and at cost of the purchaser without any hesitation and delay.(3)That all the expenses on the sale deed, i.e. the cost of stamps and registration charges and on the deed of conveyance shall be borne by the purchaser.

4. In witness whereof the parties have set their hands on this deed at

_____ on the _____ and _____ mentioned above in the presence of witnesses.

Witness No. 1 Seller.

Witness No. 2 Purchaser.

Form 'F'(See Rule 7)Application form for advance for the purchase of Motor-car

1. Name of the Speaker or the Deputy Speaker.

(in block letters).

2. Father's name

3. Name of the Constituency from which elected.

4. Party to which belongs.

5. Date of swearing in as member of the Punjab Vidhan Sabha.

6. Particulars of Pay/allowances drawn.

7. Particulars of any other advance outstanding against him giving nature of advance and rate of monthly recovery.

8. Permanent address.

9. Anticipated price of Motor-car

10. Amount of advance required.

11. Number and rate of instalments in which the advance is desired to be repaid.

12. Whether the intention is to purchase a new or old Motor-car.

13. 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.

14. Certificates -

(a)Certified that I have not taken delivery of the Motor-car for which I have applied for the advance.(b)Certified that I have completed negotiations for the purchase of motor car and will take possession of motor car before the expiry of one month from the date of drawal of advance and in the event of my failure to purchase the conveyance within one month of the drawal of advance, I undertake to refund the entire advance together with interest in lump sum.(c)Certified that I am

unable to make the purchase without the advance applied for.(d)Certified that I shall insure the Motor-car comprehensively from the date of taking delivery of the Motor-car.(e)Certified that I shall hypothecate the Motor-car purchased with the aid of advance in favour of the Government before registration or within fifteen days from the purchase thereof whichever is earlier.(f)Certified that agreement in form I shall be executed.(g)Certified that I and the member my family do not own a Motor-car.(h)Certified that the information given above is complete and true.DatedSignature of the member with addressForm 'G'(See rule 7)Form Of Hypothecation Deed For Motor Car AdvanceThis indenture made this _____ day of _____ one thousand nine hundred 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 Punjab (hereinafter called "the Governor" 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-car under the Punjab Legislative Assembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979 (hereinafter referred to as the "said rules" which expression shall include any amendment thereof or addition thereto for the time being in force) on the terms and conditions contained in this Agreement, dated _____ (hereinafter referred to as the Agreement);And whereas one of the conditions upon which the said advance was granted to the Borrower is that the Borrower would hypothecate the said Motor-car/Jeep to the Governor 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-car particulars whereof are set out in the Schedule hereunder written.Now this indenture witnesseth that in pursuance of the agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by 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 calculated according to the said rules and the Borrower doth agree that such payments may be recovered from him by monthly deduction according to rules, and in further pursuance of the agreement, the Borrower doth hereby assign and transfer unto the Governor 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 hereby agrees and declares 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 any money remains payable to the Governor in respect of the said advance he will not sell, pledge or part with the property in or possession of the said Motor-car provided always and it is hereby agreed and declared that if any of the said instalments of the principal sum or interest shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or be disqualified to be Speaker and Deputy Speaker and also the member of the Punjab Vidhan Sabha or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor-car or become insolvent or make any composition or arrangements 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 Governor may on the happening of any of the events hereafter mentioned seize and take possession of said Motor-car and either remain in

possession thereof without removing the same or else may remove and sell the said Motor-car due 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 and all the costs, charges, expenses and payments properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors, administrators or personal representatives :Provided further that the aforesaid power of taking possession of and selling of the said Motor-car shall not prejudice the right of the Governor, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor-car 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 Governor, he the Borrower will insure comprehensively and keep insured the Motor-car against loss or damage by fire, theft or accident with an insurance Company to be approved by the Accountant General, Punjab, that the Motor Insurance Company with whom the said Motor-car is insured have received notice that the Governor 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 the event of any damage or accident happening to the said Motor-car the Borrower will forthwith have the same repaired and made good.

Schedule 2

Description of Motor-carMaker's Name

_____Description

_____Engine

_____Chasis No.

_____In witness whereof the said

_____ (Borrower's name) and _____ for and on behalf of the Governor have hereunto set their respective hands the day and year first above written.Signed by the said in the presence of :

1.

2.

(Signature of the Witnesses)(Signature and Address of Borrower)Signed by (Name and Address)_____for and on behalf of the Governor of Punjab in the presence of

1.

2.

(Signature and Address of Witnesses)For and on behalf of the Governor of PunjabSecretary, Punjab Vidhan SabhaForm 'H'(See rules 3, 5 and 7)Surety BondKnow all men by these presents that I

_____ son/wife/daughter of _____ a resident of _____ in the District of _____ at present having immovable property in the State of _____ (hereafter called "the surety") am held and firmly bound unto the Governor of Punjab (hereinafter called "The Government " which expression shall unless excluded by or repugnant to the subject or context, include his successors in office and assigns) in 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 _____ on thousand nine hundred and _____ whereas _____ son/wife/daughter of _____ resident of _____ in the District of _____ at present Speaker and Deputy Speaker, Punjab Vidhan Sabha (hereinafter called the "Borrower") applied to Sanctioning Authority for an advance of Rs. _____ for purchasing a Motor-car. And whereas the Sanctioning Authority sanctioned the payment of Rs. _____ (Rupees _____ only) under the Punjab Legislative Assembly (Grant of Advances to Speaker and Deputy Speaker) Rules, 1979 (hereinafter referred to as the said rules) to Shri _____ son/wife/daughter of _____ resident of _____ present Speaker and Deputy Speaker, Punjab Vidhan Sabha, purchasing a motor-car; And whereas the Borrower has undertaken to repay the said amount in _____ monthly instalments; and whereas the Borrower has further undertaken to mortgage the hypothecate the Motor-car 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 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 Government the amount of the said advance owing to the Government by instalments until the said sum of Rs. _____ (Rupees _____ only) along with interest due thereon shall be duly paid or, hypothecates the motor-car referred to above whichever event happens earlier then this bond shall be void otherwise the same shall be and remain in full force and virtue but nevertheless that if the Borrower shall die or becomes insolvent or is disqualified to be a member of the Punjab Vidhan Sabha _____ 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 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 delivered by the _____ said _____.(Signature of Surety) At Day of _____ 19 _____ Address : _____ Signature, address and occupation of the witnesses In the presence of _____

1.

2.

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

_____.Signature of Certifying Authority.
Form 'I'(See Rule 7)
Form Of Agreement To Be Executed At The Time Of Drawing An Advance For The Purchase Of Motor-car
An Agreement made on _____ day of _____ one thousand
nine hundred and _____ Between Shri

_____ son/wife/daughter of _____
resident of _____ district _____ at present Speaker and
Deputy Speaker, Punjab Vidhan Sabha (hereinafter called the Borrower, which expression shall
include his heirs, administrators, executors and legal representatives) of the one part and the
Governor of Punjab (hereinafter called "the Governor" which expression shall include his successors
and assigns) of the other part. Whereas the Borrower has under the provisions of the Punjab
Legislative Assembly (Grant of Advance to Speaker and Deputy Speaker) Rules, 1979 (hereinafter
referred to as "the said rules" which expression shall include any amendment thereof for the time
being in force) applied to the Governor for a loan of Rs. _____ for the
purchase of a Motor-car. And whereas the Governor 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
Governor to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower
hereby agrees with the Governor -(1)to pay the Governor the said amount with interest calculated
according to the said rules by monthly instalments as provided in the said rules;(2)within one
month from the date of these presents to expend the full amount of the said loan in purchase of a
Motor-car or if the actual price paid is less than the loan, to repay the difference to the Governor
forthwith; and(3)to execute a document hypothecating the said motor-car to the Governor 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-car has not been
purchased within one month from the date of these presents and hypothecated as aforesaid before
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 is disqualified from the membership of the
Punjab Vidhan Sabha or dies, the whole amount of advance and interest accrued thereon shall
immediately 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. Signed by the said Borrower in the presence of

1. _____

2. _____

Signature and designation of the Borrower. Signed by (Name and designation) for and on behalf of
the Governor of Punjab in the presence of

1. _____

2. _____

(Signature of witnesses)Signature and designation of the officer.-----