

# **Punjab Legislative Assembly (Grant of Advance to Ministers) Rules, 1979**

PUNJAB

India

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### **Rule**

### **PUNJAB-LEGISLATIVE-ASSEMBLY-GRANT-OF-ADVANCE-TO-MINISTERS** **of 1979**

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Punjab Legislative Assembly (Grant of Advance to Ministers) Rules, 1979Published vide Notification Punjab Government Gazettee Extraordinary Legislative Supplement Part 3 dated 4.12.1979.No. GSR 166/PA6/47/S.2-D/79 :- In exercise of the powers conferred by sub- section (4) of section 2-D of the East Punjab Ministers Salaries Act, 1947 (Punjab Act No. VI of 1947), the Governor of Punjab is pleased to make the following rules, namely :-

#### **1. Short title.**

- These rules may be called the Punjab Legislative Assembly (Grant of Advance to Ministers) Rule, 1979.

#### **2. Definitions.**

- In these rules, unless there is anything repugnant in the subject or context, -(a)'Act' means the East Punjab Ministers' Salaries Act, 1947 (Punjab Act No. VI of 1947);(b)'Family' means the spouse of the Minister and legitimate children and step children residing with and wholly dependent upon the Minister;(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 (Cabinet Affairs Branch); and(e)'Sanctioning Authority' means the Chief Secretary to Government of Punjab.

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

- A Minister desirous of greeting advance for the constuction 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 following conditions :-(i)The Minister 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 From 'C', as the case may be, before any instalment of advance is drawn by the Minister concerned;(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 constructed upto roof level;(c)third instalment : equal to thirty per cent of the advance after the house has been constructed upto 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 Minister furnishes an affidavit to the Sanctioning Authority to the effect that the amount of an instalment previously drawn has actually been utilized for the purpose for which it was drawn.(iv)The Minister 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 Minister 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)A Minister 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 intending 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 a Minister subject to the following conditions :-(i)The house must be purchased within one month from the drawal of 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 Minister 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 Minister shall mortgage the house purchased with the advance and built on a plot which is free-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 Minister 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 a Motor-Car, Jeep, Motor-Cycle, Scooter or for the conversion of a petrol driven Motor-Car or a Jeep to a diesel driven vehicles.] [Substituted vide Punjab Government Gazette LSP II dated 30.5.1986.]**

(1)A Minister desirous of getting advance for the purchase of a Motor-Car, Jeep, Motor-Cycle, Scooter or for conversion of a Petrol driven Motor-Car or a Jeep to a diesel driven vehicle 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 the amount of advance required."(2)The Sanctioning Authority shall sanction a repayable advance to a Minister for the purchase of Motor-Car, Jeep, Motor-Cycle or a Scooter subject to the condition that the Minister shall -(i)execute an agreement in Form 'I' before the drawal of the advance;(ii)purchase the vehicle within a period of one month from the date of drawal, of the advance :Provided that where a Minister has deposited the amount for the purchase of the vehicle with the dealer in time and the delay in taking its delivery is beyond his control, he may take delivery within an extended period not exceeding three months from the date of drawal of the advance;(iii)hypothecate the vehicle 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)get the vehicle comprehensively insured for the period the advance along with interest is not fully repaid; and(v)while applying for registration, state that the vehicle is subject to 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 sanction repayable advance to the Minister for conversion of a petrol driven Motor-Car or a Jeep to a diesel driven vehicle subject to the condition that the Minister shall -(i)execute an agreement in Form 'I' before the drawal of the advance;(ii)get the petrol driven Motor-Car or a Jeep converted to a diesel driven vehicle within a period of one month from the date of the drawal of the advance;(iii)hypothecate the petrol driven Motor-Car or a Jeep to be converted to diesel driven vehicle in favour of the Government in Form 'G' before the drawal of the advance; and(iv)get the said diesel driven vehicle comprehensively insured for the period the advance along with interest is not fully repaid.(4)The Sanctioning Authority shall furnish to the Accountant General Punjab a certificate to the effect that a deed in Form 'G' hypothecating the vehicle in favour of the Government has been got executed from the Minister concerned and that it has been found to be in order.

## **8. Safe custody of the mortgage deed.**

- The Sanctioning Authority shall ensure that the mortgage deed, 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 Minister concerned by the Sanctioning Authority.

## **10. Misutilisation of the advance or furnishing of false information.**

- Utilization 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 Minister liable to refund to 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 Punjab Government Notification No. GSR 39/PA 6/47/S.2D/Amd.(3)/96. dated 6.6.1996.]**

- In respect of the advance sanctioned under rules 4, 6 and 7 interest shall be charged at the rate of six percent]Officers.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 Minister.

## **12. Penal interest.**

Without prejudice to any other action that may be taken under these rules a Minister who is found to have misutilised the advance or has not fulfilled all or any of the conditions of the sanction or has retained the amount of the advance beyond the period specified for utilisation, a penal interest shall be charged at such rates 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 Minister within a period of [fifteen years] [Substituted vide Punjab Government Notification No. GSR 39/PA 6/47/S.2D/Amd.(3)/96. dated 6.6.1996.] from the date of drawal of the advance:Provided that if a Minister fails to pay any instalment 2nd 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.[ - ] [2nd Proviso omitted vide

Notification No. GSR.14/PA.6/47/S-2D/Amd 89, dated 24.12.1988.](2)The amount of advance along with interest or any balance due from any Minister 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 vehicle.] [Substituted vide Punjab Government Gazette LSP III dated 30.5.1986.]**

- The house constructed or purchased or the vehicle purchased or converted to a diesel driven vehicle 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. Form 'A'(See rule 4)Application Form For House Building Advance

**1. Name of Minister.**

(In block letters)

**2. Father's Name.**

**3. Name of the Constituency from which elected.**

**4. Party to which he 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 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 free-hold or lease-hold ? If lease-hold 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 advice, I will be liable to refund the amount and also to pay penal interest on the advance.**

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

Documents Enclosed.

1.

2.

3.

4.

Signature of Minister 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 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 or any source. Place : Dated : DEPONENT Verified that the above statement of mine is true 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 \_\_\_\_\_ Minister, Government of Punjab (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, \*to construct a house on the hereditaments. \*to purchase a ready built aforesaid house. \*strike out whichever is not applicable. AND WHEREAS the Mortgagee 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 payment of the said advance and due observance of all the terms and conditions contained in the Punjab Legislative Assembly (Grant of Advance to Ministers) 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. \_\_\_\_\_ only) payable by such instalments and in the manner as hereinafter appearing; (2) has paid to the Mortgagor an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 lumpsum or in the following instalments.

**1st. Instalment of Rs.** \_\_\_\_\_

**2nd. Instalment of Rs.** \_\_\_\_\_

**3rd. Instalment of Rs.** \_\_\_\_\_

#### 4th. Instalment of 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 the 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 utilize 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 stipulations specified in the said rules and on his/her part to be observed and performed then and in any such case the whole of the amount of the 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 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, assigns and ensure 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 mortgaged property or material for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging to HOLD the said mortgaged property 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 the and 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 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 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, 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 the member of the Punjab Vidhan Sabha for any reason 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 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 following :-(a)That the MORTGAGOR NOW hath in himself good right and lawful authority to grant, convey, transfer, assign and assure the mortgage 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 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 the Government from time to time.(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 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, 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 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 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 :

Area of plot/House Number In witness whereof the Mortgagor has hereunto set his hand and the Governor of Punjab has caused Shri \_\_\_\_\_ Chief Secretary to Government of Punjab for and on his behalf to 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 \_\_\_\_\_ Chief Secretary to Government of Punjab for and on behalf of the Governor of Punjab in the presence of \_\_\_\_\_

### 1st. Witness -

Address : Occupation :

### 2nd. Witness -

Address : Occupation : Form 'C' (See rules 4 and 6) Form Of Mortgage Deed To Be Executed When the Property Is Lease Hold This 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 hereof, 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 situate at \_\_\_\_\_ and more particularly described in the Schedule hereunder written (hereinafter called the said hereditaments) for a term of \_\_\_\_\_ years commencing from \_\_\_\_\_ 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 \*to construct a house on the said hereditaments. \*to purchase a house built in the said hereditaments. AND WHEREAS the Mortgagor 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 Assembly (Grant of Advance to Ministers) 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 (hereinafter referred to as the mortgaged property). \*Strike out which is not applicable. 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 secured in the manner hereinafter appearing :-**

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in lumpsum or in the following instalments :-

**1st. Instalment of Rs. \_\_\_\_\_**

**2nd. Instalment of Rs. \_\_\_\_\_**

**3rd. Instalment of Rs. \_\_\_\_\_**

**4th. Instalment of 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 rule and in consideration of the said advance sanctioned/paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said rules, of 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 such instalments and the Mortgagor shall pay full 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 cost of recovery by sale of the mortgage 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 is disqualified 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 Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations 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 unto 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 buildings 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 any of them belonging subject to covenants by the lessee contained in the lease deed dated \_\_\_\_\_ and to the conditions therein contained to HOLD upto 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 Mortgagee 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 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 as sold or any part thereof shall effectually discharge the purchase said or purchasers therefrom AND IT IS HEREBY declared that the Mortgagee shall hold the moneys 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 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 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 approved plan and specifications on the basis of which the above advance has  
 been commuted 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 advances 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/her 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 lumpsum. 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  
 utilized 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 a valid and subsisting lease of the said mortgaged property and is not  
 void or voidable and rents and the covenants and conditions in the land by 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 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 in 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, encumber, alienate or otherwise dispose of the  
 mortgaged property.

## Above Referred To

Area of the Plot \_\_\_\_\_ Plot/House No. \_\_\_\_\_ In witness  
whereof the Mortgagor has herein set his hand and the Governor of Punjab has caused Shri  
\_\_\_\_\_ for and on his behalf to set his hand herein to 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 the Chief  
Secretary to Government of Punjab 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 Minister

(in block letters)

### 2. Father's Name.

### 3. Name of the Constituency from which elected.

### 4. Party to which he 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. Area of the house**

**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)**

(ii) Indicate the exact date by which the 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 leasehold ? If leasehold, whether conditions of the lease permit the land/house being mortgaged to Government (attach consent of the Competent Authority) to this effect.**

Declaration 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 misstatement of any fact, I shall, in addition to refunding the entire amount in lumpsum along with interest be liable to pay penal interest at such rate as may be specified by the Government from time to time. I undertake to refund the balance left, if any. Documents enclosed :-

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature of the Minister 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 other sources. Deponent Place : Dated : Verified that the above  
statement of mine is true and correct to the best of my knowledge belief and nothing has been  
concealed therein. Deponent Place : Dated : Form 'E' (See rule 5) Agreement To Sell This agreement to  
sell is made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
between (1) \_\_\_\_\_ 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 terms shall, where the  
context so admits include his heirs, assigns, successors and legal representatives and administrators  
of the other part.) WHEREAS the said seller is the absolute owner and in possession of his 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 a 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 \_\_\_\_\_ month(s). 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 nominee(s) or  
any other persons or person(s) (if such a necessity arises at any later stage) on the request and at the  
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.SellerWitness No. 2PurchaserForm 'F'(See rule 7)Application Form For Advance For The Purchase Of Motor- car/jeep/motor-cycle/scooter or For Conversion of Petrol Driven Motor-Car or Jeep To Diesel Driven Vehicle

**1. (i) Name of the Minister**

(in Block letters)(ii)Father's Name

**2. Anticipated price of Motor-Car**

**2. Anticipated price of Motor-Car/Jeep/Motor-Cycle/Scooter".**

**2.**

-A. Anticipated cost for conversion of petrol driven Motor-Car or Jeep ?

**3. Name of the Constituency from which elected**

**4. Party to which he belongs**

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

**6. Particulars of pay/allowances drawn**

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

**8. Permanent address**

**9. Amount of advance required**

**10. Number and rate of instalment in which the advance is desired to be repaid**

## 11. Whether the intention is to purchase a new or old motor-car/motor-cycle/jeep or scooter

## 12. 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

## 13. CERTIFICATION :

(a)Certified that I have not taken delivery of the Motor-Car/Motor- Cycle/Jeep or Scooter for which I have applied for the advance(b)[ Certified that I have completed negotiation for the purchase a vehicle and will take delivery before the expiry of the period specified in clause (ii) of sub-rule (2) of rule 7 and in the event of my failure to purchase and take delivery of the conveyance within the period so specified I undertake to refund the entire advance together with interest in lump sum.] [Substituted vide Punjab Government Gazette LSP III, dated 5.1.1986.](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 the 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 members of my family do not own any vehicle; or I undertake that I will dispose of the vehicle which is with me or any member of any family within one month from the date of purchase of the new vehicle.(h)Certified that the information given above is complete and true.Signature of the Minister with address."13-A.

Certificates in case of conversion of petrol driven vehicle to diesel driven vehicle, -(a)Certified that I shall get the Motor-Car or Jeep converted to diesel driven vehicle within a period of one month from the date of drawal of the advance;(b)Certified that I shall hypothecate the petrol driven Motor-Car or a Jeep before the drawal of the advance for its conversion to a diesel driven vehicle;(c)Certified that I shall insure comprehensively the petrol driven Motor-Car or Jeep from the date of drawal of the advance for its conversion to a diesel driven vehicle;Form 'G'(See rule 7)Form Of Hypothecation Deed For Advance For Purchase Of Motor- Car/jeep/motor Cycle/scooter Or For Conversion Of Petrol Driven Motor-car Or A Jeep To A Diesel Driven VehicleThis 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/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle under the Punjab Legislative Assembly (Grant of Advance to Ministers) Rules, 1979 hereinafter referred to as "the said rules" which expression shall, include any amendment thereof or addition there to 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/Motor-Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel vehicle" shall be substituted 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/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle 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 the said rules, and in further pursuance of the agreement the Borrower doth hereby assign and transfer unto the Governor Motor-Car/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle the particulars whereof are set out in the Schedule hereunto written by way of security for the said advance and the interest thereon as required by the said rules. AND the Borrower hereby agrees and declares that he/she has paid in full the purchase price of the [said Motor-Car/Jeep/Motor Cycle/Scooter or Converted diesel driven vehicle] and that the same is his/her 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/Jeep/Motor Cycle/Scooter or Converted diesel driven vehicle] PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal sum 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 be disqualified to be 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/Jeep/Motor Cycle/Scooter or converted diesel driven vehicle] or become insolvent or make any composition or arrangements his/her 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 the [said Motor-Car/Jeep/Motor Cycle/Scooter or converted diesel driven vehicle] and either remain in possession thereof without removing the same or else may remove and sell the [said Motor-Car/Jeep/Motor Cycle/Scooter or converted diesel driven vehicle] either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining unpaid any interest due thereon calculated as aforesaid and all 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/her executors, administrators or personal representatives. PROVIDED FURTHER THAT the aforesaid power of taking possession or selling of the Motor-Car/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or Jeep to a diesel driven vehicle 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, the Borrower will insure comprehensively and keep insured the Motor-Car/Jeep/Motor Cycle/Scooter or of petrol driven Motor-Car or a Jeep to a diesel driven vehicle 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 said Motor- Car/Jeep/Motor Cycle/Scooter or converted diesel driven vehicle 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/Jeep/Motor or converted diesel driven vehicle 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/Jeep/Motor Cycle/Scooter or converted diesel driven vehicle" the Borrower will forthwith have the same repaired and made good. The Schedule Description Of Motor-Car/jeep/motor Cycle/scooter Or For Conversion Of Petrol Driven Motor-Car Or A Jeep To A Diesel Driven Vehicle" Maker's Name

\_\_\_\_\_ Description \_\_\_\_\_ No. of cylinders  
\_\_\_\_\_ Engine No. \_\_\_\_\_ Chasis No. \_\_\_\_\_ IN

WITNESS whereof the said \_\_\_\_\_ 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 and Address of the Borrower)(Signature of the witness)Signed by (Name and Address) \_\_\_\_\_ (for and on behalf of the Governor of Punjab in the presence of)

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature for and on behalf of Governor of Punjab(Signature and Address of witness)Form 'H'(See rule 7)Surety BondKNOW ALL MEN BY THESE PRESENTS that I, \_\_\_\_\_ son/wife/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ in the District of \_\_\_\_\_ at present having immovable property in the State of \_\_\_\_\_ (hereinafter 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 the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to be paid to the Government FOR WHICH PAYMENT TO be well and truly made I hereby bind myself, my heirs, executors, administrators and representatives firmly by these presents. As witness I set my hand this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ WHEREAS \_\_\_\_\_ son/wife/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ in the district of \_\_\_\_\_ at present a Minister, Government of Punjab (hereinafter called the

'Borrower') applied to the 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 Advance to Ministers) Rules, 1979 (hereinafter referred to as the said rules) to Shri \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ at presents a Minister, Government of Punjab for purchasing a Motor-Car; AND WHEREAS THE BORROWER has undertaken to repay the said amount in Rs. \_\_\_\_\_ monthly instalments. AND WHEREAS THE Borrower has further undertaken to hypothecate the Motor- Car/Jeep/Motor Cycle/Scooter purchased or the petrol driven Motor-car or a Jeep converted to a diesel driven vehicle" purchased with the help of the said amount and to observe the provisions of the said rules, AND WHEREAS in consideration of the Sanctioning Authority having agreed to grant the aforesaid advance to the borrower, the surety has agreed to execute the above bond with such condition as hereunder is written. NOW THE CONDITION OF THE OBLIGATION IS SUCH THAT IF the said Borrower shall duly and regularly pay or cause to be paid to the Government the amount of the aforesaid 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 hypothecate the Motor-Car/Jeep/Motor Cycle/Scooter or for petrol driven Motor-Car or a Jeep converted to a diesel driven vehicle" 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 be disqualified or at any time ceases 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) Address \_\_\_\_\_ at Day of \_\_\_\_\_ 19\_\_\_\_ Signature, address and occupation of the witness.

1.

2.

Certified that the surety is the absolute owner of immovable property worth Rs. \_\_\_\_\_. Signature of Certifying Authority Form 'F' (See rule 7) Form of agreement to be executed at the time of drawing an advance for the purchase of Motor-Car/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle" An agreement made on \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ between Shri \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ resident of \_\_\_\_\_ district \_\_\_\_\_ at present a Minister, Government of Punjab (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 assignees) of the other part. WHEREAS the Borrower has under the provisions of the Punjab Legislative Assembly (Grant of Advance to Ministers) Rules, 1979 (hereinafter referred to as "the said rules" which expression shall include any amendments thereof for the time being in force) applied to the Governor for a loan of Rs. \_\_\_\_\_ for the purchase of Motor-Car/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle". 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 Motor-Car/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle" 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/Jeep/Motor Cycle/Scooter or for conversion of petrol driven Motor-Car or a Jeep to a diesel driven vehicle" 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/JEEP/MOTOR CYCLE/SCOOTER OR FOR CONVERSION OF PETROL DRIVEN MOTOR-CAR OR A JEEP TO A DIESEL DRIVEN VEHICLE" has not been purchased within a 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 to be a member of the Punjab Vidhan Sabha or dies, the whole amount of the 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

## 2. Signature of witness)

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

1. \_\_\_\_\_

**2.** \_\_\_\_\_

Signature of witness.-----