

Form VI
(Se Rules 15)

(Application form for advance for the purchase of Motor Car)

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

Dated :

Signature of the Applicant
Designation and Address.

Form VII
(See Rule 15)

**(CERTIFICATE TO BE RECORDED BY THE SECRETARY,
HARYANA VIDHAN SABHA)**

Certified that _____, is a Member of Haryana Legislative Assembly representing _____ Constituency and is drawing `40,000/-, `10,000/-, `15,000/- Salary/Compensatory Allowance/Telephone Allowance/ Daily Allowance/Traveling Allowance and `60,000/- as Constituency Allowance, `10,000/- as a sumptuary allowance and `25,000/- per month as office Allowance. It is further certified that an amount of `20,00,000/- if advanced to her as Motor Car Advance can be recovered from her salary/allowances during the term of her membership and thereafter from her pension/family pension and Dearness Allowance and other assets.

The Member is eligible for the grant of `20,00,000/-
(Rupees Twenty Lakh only) as Motor Car Advance.

Place: Chandigarh

Dated: _____, 2019.

Secretary
Haryana Vidhan Sabha

FROM VIII
(See Rule 16)
(Personal Bond)

This deed is made on the _____ day of _____ between
Sh./Smt. _____, **MLA S/o Sh.** _____
and resident of _____
(hereinafter referred to as the borrower which expression shall include his legal representatives and assignee) of the one part and governor of Haryana (hereinafter referred to as the Government) of the other part.

Whereas a loan of `.**20,00,000/- (Rupees Twenty Lac only)** has been granted to the borrower for purchase of a motor car on the terms and conditions contained in the agreement dated _____ and/or of the mortgage deed, dated _____ for due performance and observance by him (borrower) of the conditions of the agreement dated _____ and/ or of the mortgage deed, dated _____.

Now this deed witnesses and the parties thereto hereby agree that in pursuance of the said agreement and in consideration of the sum of `.**20,00,000/-** advanced by the Government as loan, the borrower hereby agrees that he shall duly, faithfully and punctually perform all the conditions set out in the agreement, dated _____ and / or hypothecation deed, dated _____ and that in the event of the failure of the borrower to perform any of the said conditions and of the borrower dying or becoming insolvent or for any cause whatsoever before the entire amount due to the Government on account of the principal and interest under the said agreement and / or the hypothecation deed is paid off the Government shall be at liberty to recover the entire amount due to the Government by sale or otherwise as considered appropriate, of the property mortgaged with Government or from other assets of the borrower.

In witness whereof the parties have signed this deed on the dates respectively mentioned against their signatures in the **70th** year of the Republic of India.

Witnesses

1. _____ (_____), **MLA**
Signature of the Borrower

Accepted

2. _____ Signed for and on behalf of the
Governor of Haryana

FORM IX
(See Rule16)

**AGREEMENT TO BE EXECUTED AT THE TIME OF
DRAWING AN ADVANCE FOR THE PURCHASE OF MOTOR CAR.**

An agreement made on _____ day of _____
Two Thousand and **Nineteenth** between **Sh./Smt.** _____, **MLA**
(hereinafter called the "Borrower" which expression shall include **his** legal heirs,
administrators, executors and representatives and assignees) of the one part and
the Governor of Haryana hereinafter called "The Government" which expression
shall include his successors and assignees of the other part.

Whereas the Borrower has under the provisions of the Haryana Legislative
Assembly (Facilities to Members) Rules,1979 regulating the grant of motor car
advance to a member for the purchase of a motor car under the Haryana Legislative
Assembly (Facilities to Members) Act, 1979, applied to the Government for a loan of
Rs.20,00,000/- (Rupees Twenty Lac only) for the purchase of a motor car and the
Government have agreed to lend the said amount to the Borrower on the terms and
conditions hereinafter contained.

Now it is hereby agreed between the parties hereto that in consideration of
the sum of **Rs.20,00,000/-** paid by the Government to the Borrower hereby
agrees with the Government (i) to pay to the Government the said amount with
interest calculated according to the said rules by monthly deductions from her
salary /compensatory allowance / constituency allowance /telephone allowance/daily
allowance/travelling allowance/sumptuary allowance/office allowance as provided for
by the said rules and hereby authorizes the Government to make such deductions
and (ii)within one month from the date of disbursement of the advance or from the
extended period, if any, to extend the full amount of the said advance for the
purchase of a motor car or if the actual price paid is less than loan to repay the
difference to the Government forthwith and (iii) to execute a document hypothecating
the said motor car to the Government as security for the amount lent to the Borrower
as aforesaid and interest in the form provided by the said rules and further
authorizes the Government, on his ceasing to be a member to recover the
outstanding balance together with interest in instalments of **Rs.20,000/-** per mensem
from the pension/ family pension and dearness allowance which has become due to
him, and also from any of his other assets.

And it is hereby lastly agreed and declared that if the motor car has not been
purchased and hypothecated as aforesaid within one month from the date of
disbursement of advance or if the Borrower within that period becomes insolvent or
dies, the whole amount of the advance and interest accrued thereon shall
immediately become due and payable.

In witness whereof the parties have hereunto set their hands to this deed on
the day and year first before written. Signed by the Borrower in the presence of
witnesses:-

(_____), **MLA**

(1). _____

(Signature, designation and address of the Borrower)

R/o _____

_____.

(2). _____

(Signature and addresses of the witnesses)

Signed by (Name & Designation)

(1). _____

(2). _____

(Signature of the witnesses)

For and on behalf of the Governor of Haryana in the presence of (Signature and designation of the Officer).

FORM X
FORM OF THE CLAUSE TO BE INSERTED IN
INSURANCE POLICIES

1. It is hereby declared and agreed that Shri _____
(the owner of the Motor Car the hereinafter referred to as 'the insured' in the Schedule to this policy) has hypothecated the Motor Car to the Governor of Haryana (Hereinafter referred to as 'the Government') as security for Motor Car Advance for the purpose of the Motor Car and it is further declared and agreed that the Government is interested in any moneys which out for this endorsement be payable to the insured under this policy in respect of the loss or damage to the said Motor Car (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the Government as long as it is the hypothecated of the Motor Car and its receipts shall be full and final discharge to the company in respect of such loss or damage.
2. Save as by this endorsement expressly agreed, nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.

FORM XI
(See Rule 22)

HYPOTHECATION DEED FOR MOTOR CAR ADVANCE

This indenture made this _____ day of _____ two thousand Nineteen between **Sh./Smt.** _____, **MLA** (hereinafter called the "the Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Haryana (hereinafter called "the Government" which expression shall include his successors and assignees) of the other part;

WHEREAS THE Borrower has applied for and has been granted an advance of ₹.20,00,000/- (Rupees Twenty Lac only) to purchase a motor car on the terms specified in the Haryana Legislative Assembly (Facilities to Members) Rules, 1979 (hereinafter referred to as the said rules);

AND WHEREAS one of the conditions upon which the said advance has been granted to the borrower is that the borrower should hypothecate the said motor car to the Government as security for the amount advanced to the borrower;

AND 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 given;

NOW, THE INDENTURE WITNESSTH that in pursuance of the said agreement and for the consideration aforesaid, the Borrower doth hereby covenant to pay to the Government the sum of ₹.20,00,000/- aforesaid or the balance thereof remaining unpaid on date of these presents by equal payments of ₹.20,000/- 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 by monthly deductions from his salary in the manner provided by the said rules, and in further pursuance of the said agreement, the borrower doth hereby assign and upto the Government the motor car the particulars whereof are set out in the schedule hereunto written by way of security for the advance and the interest there on as required by the said rules. And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car and that the same of his absolute property and that he has not pledged and so long as any money remains payable to the Government in respect to the said advance, will not sell, or pledge the said motor car or part with possession thereof; provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time or if the Borrower shall sell or pledge the said motor car or part with the possession thereof or become insolvent or make any composition or arrangement with his creditors or if any persons shall take proceedings in execution of any decree or judgement against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forthwith, become payable AND IT IS HEREBY agreed and declared that the Government may on the happening of any of the events hereinbefore mentioned seize and take possession of the said motor car and either remain in possession thereof without removing the same or else may remove and sell the said motor car either by public auction or private contract and may out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid at all cost, charges, expenses and payments properly incurred or made in maintaining defending or realizing its rights hereunder and shall pay over the surplus, if any, to the Borrower, his executors administrators or legal representatives' PROVIDED FURTHER that

the aforesaid power of taking possession or selling of the said motor car shall not prejudice the right or the Government to sue the Borrower or his legal representatives for the said balance remaining due and interest or in the case of the motor vehicle being sold the amount by which the net sale proceeds fall short of the amount owing and the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government, the Borrower shall ensure and keep insured the said motor car against loss damage by fire, theft or accident with an Insurance Company to be approved by Accountant General, Haryana and will produce evidence to the satisfaction of Accountant General, Haryana that the Motor Insurance Company with whom the said motor car is insured have received notice that the Government is interested in the policy AND THE Borrower hereby further agrees that he will not permit or suffer the said motor car to be destroyed or injured or to deteriorate in 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.

THE SCHEDULE

DESCRIPTION OF MOTOR CAR

Maker's Name	_____
Description	_____
Number of Cylinder	_____
Engine Number	_____
Chassis Number	_____
Cost Price	_____

In witness whereof the parties have hereunto set their respective hands day and year a first above written.

Signed by the Borrower in the presence of :-

1. _____
2. _____

(Signature & addresses of witnesses)

_____, MLA
R/o _____
Dist. _____, Haryana
(Signature, designation & address of the Borrower)

Signed by (Name and Designation)

For and on behalf of the Governor of Haryana in presence of –

1. _____
 2. _____
- (Signature & addresses of witnesses)

(Signature & designation of the Officer)

Name and designation of the Borrower _____, MLA

FORM – 34
(See Rule 60)

Application for making an entry of an Agreement of hire purchase/lease/hypothecation subsequent to registration.

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the financier simultaneously on making the entry in the certificate of registration)

To

The Registering Authority,

_____.

The motor vehicle bearing registration number _____ is the subject of an agreement of hire-purchase/ Lease/ Hypothecation between _____ the registered owner/person to be registered as owner* and _____

(fill the name and full address of the financier).

We request that an entry of the agreement be made in the certificate of registration and the relevant records in your office.

The Certificate of registration together with the fee is enclosed.

Date _____

Signature of the Registered Owner

Date _____

Signature of the Financer

*Strike out whichever is inapplicable.

Number _____ dated _____ Office of the _____

The entry of the agreement of hire purchase/lease/hypothecation as requested above is recorded in the office Registration Record in Form 24 and Certificate of Registration on _____.

Dated _____

Signature of the Registering Authority

To

(Name and address of the financier)

By registered post or delivered under proper acknowledgement.

FORM – 35
(See Rule 61 (1))

Notice of Terminal of an Agreement of Hire purchase/Lease/ Hypothecation.

(To be made in duplicate and the duplicate copy with the endorsement of the Registering Authority to be returned to the financier simultaneously on making the entry in the certificate of registration)

To
The Registering Authority,
_____.

We hereby declare that the agreement of hire-purchase/Lease/Hypothecation entered into between us has been terminated. We, therefore, request that the note endorsed in the Certificate of Registration of Vehicle No. _____ in respect of the said Agreement between us, be cancelled.

The Certificate of Registration together with the fee is enclosed.

Date _____ Signature of the Registered Owner

Date _____ Signature of the Financer

Strike out whichever
is inapplicable.

Office Endorsement

Number _____ dated _____ Office of the _____
_____.

The cancellation of the entry of an agreement as requested above is recorded in this Office registration record Form 24 and Registration Certificate on _____ (date).

Dated _____ Signature of the Registering Authority

To

(Name and address of the financier)
By registered post or delivered under proper acknowledgement.