

क्रमांक 1866-3 जी० एस०-II 73/28891

प्रेषक

मुख्य सचिव, हरियाणा सरकार।

सेवा में

1. सभी विभागाध्यक्ष, आयुक्त, अम्बाला तथा हिसार मण्डल, हरियाणा के सभी उपायुक्त तथा सभी उप मण्डल अधिकारी (सिविल)।

2. रजिस्ट्रार, पंजाब तथा हरियाणा उच्च न्यायालय तथा हरियाणा के सभी जिला तथा सत्र न्यायाधीश।

दिनांक चण्डीगढ़ 23 अगस्त, 1973

विषय :- हरियाणा सरकार के मृत कर्मचारियों के परिवारों को अनुग्रहपूर्वक अनुदान तथा अन्य सुविधाएं देना-देयता का अन्तरण।

महोदय,

मुझे निदेश हुआ है कि मैं आपका ध्यान बर्तमान विषय पर हरियाणा सरकार के पत्र क्रमांक 7260-3 एस० II 73/880 दिनांक 10 जनवरी, 1972 में दिए गए अनुदेशों की ओर दिलाई गई हैं कि यह प्रश्न उठाया है कि क्या मृत सरकारी कर्मचारी को विधवा/विधुर को मृत कर्मचारी द्वारा विरत में लिए गए स्कूटर/कार को उनकी किस्तों के इलावा पहले की तरह किस्तों में चुकाने की अनुमति दे दी जाए। सावधानी से विचार करने के पश्चात् यह निर्णय किया गया है कि यदि मृत सरकारी कर्मचारी ने अपनी मृत्यु से पूर्व स्कूटर/कार पेशगी ली हो ब्याज सहित बकाया राशि विधवा/विधुर/आश्रितों को जैसी भी स्थिति हो अन्तर्गत की जा सकती है और उस स्थिति में अदायगी से नियत की गई किस्तों में की जा सकती है। जिस व्यक्ति को वाहन कर्ज की पुनरदायगी अन्तर्गत की गई है उसे संबंधित विभाग को 65 रु० (15 रु० जमानत के कारण स्टैम्प शुल्क के रूप में तथा 50 रु० बन्धक के रूप में) के मूल्य के कागज पर संलग्न फार्म में एक करारनामा भर कर देना होगा। इस सम्बन्ध में दी गई जमानत स्व सरकारी कर्मचारी की होनी चाहिये।

2. कृपया इन अनुदेशों का अनुपालन किया जाए तथा इसकी पावती भेजी जाए।

भवर्द्ध

हस्ताक्षर

संयुक्त सचिव सामान्य प्रश्न

कृते: मुख्य सचिव, हरियाणा सरकार

पृ० क्रमांक 1866-3 जी० एस०-II-73/20892 दिनांक चण्डीगढ़, 23-8-73

एक प्रति महालेखाकार, वित्तायुक्त राजस्व, सभी प्रशासकीय सचिव, हरियाणा चण्डीगढ़ को सूचना तथा आवश्यक वाही के लिये भेजी जाती है।

This deed is executed on the _____ day of _____ between
 Smt. _____ W/o _____ and Shri _____
 S/o _____ Miss _____
 D/o _____ (herein give names of the children of the deceased
 through Widow/Smt./Sh./Widower acting as guardian of the minor children namely _____

hereinafter referred to as debtors) of the first part and Shri _____ S/o _____
 resident of _____ hereinafter referred to as surety) of the second part
 and the Governor of Haryana here in after referred as the Government of the third part.

Whereas the Shri _____ obtained a loan
 of _____ from the Government, for the purchase of a Scooter/Car on.

And whereas Shri _____ died on _____ and out
 of the said loan an amount of Rs. _____ exclusive of the interest, is still
 outstanding ;

And whereas the debtors have requested the Government for the recovery of the balance amount
 of loan in instalments)

And whereas the Government has agreed to the request of the debtors subject to the terms and
 conditions herein appearing

Now this deed witness as follows :—

1. For the consideration of aforesaid the debtors and surety hereby jointly and severly
 covenant with the Government to be pay to to the said sum of Rs. _____ and the interest due on
 the total amount of loan in monthly instalments of Rs. _____ each on the _____ day
 of _____ each month.

2. If any of the instalments or any part thereof are be in arrears for a period of _____ days
 after the said instalments shall have become payable as aforesaid, then the whole or such part thereof of at
 shall for the time being remain unpaid, shall immediately become due and payable alongwith the
 interest thereon at _____ percent per annum upto the date of actual payment
 and the debtors and the surety hereby jointly and severly covenant to pay the same to the Govern-
 ment.

3. The liability of the surety herein shall not be impaired or discharged by reason of time being
 granted or by any forbearance act or omission by the Government (whether with or without the consent
 or knowledge of the sureties), nor shall it be necessary for the Government to one the said debtors
 before suing the surety or any of them for the amount due hereunder.

4. The debtor here by assigns and transfers to the Government the motor vehicle, the particulars
 of which are set out in the Schedule hereunder written by way of security for the said loan and the
 interest thereon. In the case of default in the payment of any instalment due under this deed the
 Government shall be at liberty to take possession of the said motor vehicle and sell the same either by
 public auction or private contract for the recovery of amount due under this deed alongwith the
 expenses incurred for such auction or other proceedings.

5. The debtor will insure and keep insured the said motor vehicle against loss or damage by
 fire, theft or accident with an insurance company.

6. All disputes and differences arising out of or in any way touching or concerning this deed
 whatsoever shall be referred to the sole arbitration of acting as such at the time of reference. If will
 be no objection to such appointment that the arbitrator so appointed is a Government servant, that he
 had to deal with the matter to which this deed relates and that in the course of his duties as Govern-
 ment servants he had expressed views on all or any of the matters in dispute or difference. The award
 of such arbitrator shall be final and binding on the parties to this deed.

7. The stamp duty on the execution of this deed shall be borne by the debtors.

SCHEDULE
(Particulars of the Vehicles)

1. Witness_____

Sd/_____

(Debtors)

Date _____

Date_____

2. Witness_____

for herself and as guardian of her minor children.

Date_____

Sd/-_____

(Surety)

For and on behalf of the Governor of Haryana.

1. Witness_____

Sd/-_____

Date_____

Date_____

2. Witness_____

Date_____