

HARYANA GOVERNMENT
GENERAL ADMINISTRATION DEPARTMENT

Notification

The 10th November, 2008

No. G.S.R. 126/H.A.9/79/S.8/79 28th November, 1979.—In exercise of the powers conferred by sub-section (1) of section 8 of the Haryana Legislative Assembly (Facilities to Members) Act, 1979, the Governor of Haryana hereby makes the following rules, namely :—

1. These rules may be called the Haryana Legislative Assembly (Facilities to Members) Rules, 1979.
2. In these rules unless the context otherwise requires,—
 - (a) “Act” means the Haryana Legislative Assembly (Facilities to Members) Act, 1979;
 - (b) “Borrower” means a person who has been sanctioned an advance under the Act;
 - (c) “Deputy Commissioner” means the Deputy Commissioner of the District wherein the house¹[proposed to be built, purchased or repaired] with the aid of the advance by a borrower;
 - (d) “Form” means a form appended to these rules;
 - (e) ²[*****]
 - (f) “Government” means the Government of Haryana in the Administrative Department;
 - (g) “Local body” means a municipality, notified area committee, a Panchayat or any other local body in whose jurisdiction the house is to be constructed;
 - ³[(gg) “Motor car” shall have the same meaning as assigned to it in the Motor Vehicle Act, 1988,
 - (ggg) “Major repairs” means the repairs, including additions and alterations the estimated cost of which is not less than twenty thousand rupees;]
 - (h) “Secretary” means the Secretary of the Haryana Legislative Assembly;

1. & 3. Substituted/Inserted vide Notification No. G.S.R. 129/H.A.9/79/S.8 Amended (I) /80, dated 11.12.1980.

2. Deleted vide Notification No. G.S.R. 129/H.A.9/79/S.8 Amended (I) /80, dated 11.12.1980.

- (i) the expressions not defined in these rules will have the meanings assigned to them in the Haryana legislative Assembly (Facilities to Members) Act, 1979.

PART I

HOUSE BUILDING ADVANCE

Application for House Building Advance Section 4. ¹**3.** (1) A member desiring to obtain an advance for building a house or flat to be constructed by the Cooperative Group Housing Society of which he is a member shall make an application to the Secretary in Form I, in duplicate, complete in all respects and duly certified by the Deputy Commissioner/Estate Officer, Haryana Urban Development Authority in case of building a house and by the President/Secretary of the Cooperative Group Housing Society of which he is a member in case of construction of a flat. He shall also furnish an affidavit to the effect that he has not availed himself of an advance for building a house or for construction of a flat or for built up house or flat, as the case may be, under these rules or any other scheme of any State Government or of the Government of India.

(2) On receipt of the application for an advance for building a house or for construction of a flat, the Secretary shall, after satisfying himself that the application is complete in all respects and the member is eligible for the grant of advance for building a house or for construction of a flat, record a certificate in Form II, and forward the same to the Government.

(3) On receiving the application for an advance for building a house or for construction of a flat, the Government may refer application to the Finance Department, for getting the necessary funds for payment of the advance earmarked as is done in the case of a Class-I Officer of the State Government of Haryana.]

Application for Advance for purchasing a house. ²**3-A** (1) A member desiring to obtain an advance for purchasing a built-up house or flat shall make an application to the Secretary in Form II-A, in duplicate, complete in all respects, duly certified by the Deputy Commissioner/Estate Officer, Haryana Urban Development Authority in case of built-up house and by the President/Secretary, Cooperative Group Housing Society of which he is a member in case of flat. He shall also furnish an affidavit to the effect that he has not availed himself of any advance for purchasing a built-up house or flat or for building a house or for construction of a flat, as the case may be, under these rules or any other scheme of the State Government or of the Government of India.

(1-A) A member who has drawn repayable advance for building a house or for purchasing a built-up house under sub-rule (1) of rule (3) or sub-rule (1) of this rule may also draw repayable advance for the second time as per entitlement excluding the amount of sale proceeds of the first house. He shall also furnish an affidavit to the effect that he has paid the full amount of first advance together with interest thereon and declare the amount of sale proceeds of the first house therein.]

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1. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended(I)/80, dated 11.12.1980 and substituted vide Notification No. S.O.15/H.A.9/1979/S.8 Amended(I)/81, dated 10.2.1981 and further substituted vide Notification No. S.O.45/H.A.9/1979/S.8/2004, dated 29.4.2004.
 2. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8/1980, dated 11.12.1980 further amended vide No. S.O.5/H.A.9/1979/S.8/2004, dated 9.1.2004 and further amended vide No. S.O.45/H.A.9/1979/S.8/2004, dated 29.4.2004.

(2) On receipt of the application for purchasing a ¹[built House or flat] the Secretary shall, after satisfying himself that the application is complete in all respects and that the member is eligible for grant of the advance applied for, record a certificate in Form II-B and forward the same to the Government.

(3) The application for purchasing a ²[built house or flat] will then be referred by the ³[Government] to the Finance Department for getting the appropriate funds for the advance earmarked.

Application for advance for effecting major repair

3-B. (1) A member desiring to obtain an advance for effecting major repairs to his house shall make an application to the Secretary in Form II-C, in duplicate, complete in all respects and duly certified by the Deputy Commissioner. He shall also furnish an affidavit to the effect that he has not availed himself of any advance ⁴[for purchasing a built house or flat to be constructed by the Cooperative Housing Society of which he is a member] or for building a house or flat or for major repairs to his house or flat under these rules or any other scheme of any State Government or of the Government of India.

(2) On the receipt of the application for major repairs, the Secretary shall, after satisfying himself that the application is complete in all respects and that the member is eligible for grant of the advance applied for, record a certificate in Form II-D, and forward the same to the Government.

(3) The application for major repairs will then be referred by the ⁵[Government to the Finance Department for getting the appropriate funds for the advance earmarked].

Mortgage deed personal bond agreement deed Section 5.

4. (1) After the requisite funds have been earmarked by the Finance Department intimation in this regard will be sent to the Secretary and to the prospective Borrower who shall mortgage the plot on which the house is proposed to be constructed as also all structures to be constructed thereon, ⁶[or the house wherein major repairs are to be carried out, as the case may be, to the Government in Form III and get the mortgage deed registered with registering authority concerned.]

(2) The prospective Borrower shall submit to the Secretary a ⁷[Personal Bond in Form IV] in respect of the said advance.

⁸[(3) An agreement deed in form V shall be executed by the prospective Borrower and submitted to the Secretary along with a copy of registered mortgage deed.]

1, 2, 4. Amended vide No. S.O.5/H.A.9/1979/S.8/2004 dated 9.1.04.

3, 5. Amended vide No. S.O.5/H.A.9/1979/S.8/2004 dated 29.4.04.

6, 7. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended (1)80 dated 11.12.80.

8. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended (1)80 dated 11.12.80.

¹[(3A) In the case of an advance for purchasing a built house, the Borrower shall submit to the Secretary a personal bond in Form IV and also an agreement deed in Form V. The house to be purchased shall be mortgaged to Government within a period of one month of its purchase.

(3B) In the case of an advance for purchasing a flat, the borrower shall submit to the Secretary a personal bond in Form IV and also an agreement deed in Form V. The borrower shall also deposit with the Secretary a share certificate issued by the President/Secretary of the Cooperative Group Housing Society of which he is a member within a period of one month of its purchase.]

(4) The Secretary will have the authority to accept the ²[personal bond] and execute the agreement deed on behalf of the Governor of Haryana.

Sanction of house building repayable advance Section 5. ³[5. After all the formalities mentioned in rules 3 or 3-A or 3-B and 4 have been completed, the Speaker may sanction an amount of repayable advance to the applicant as under :—

- (a) for construction of house the estimated cost of the construction or forty lakhs rupees, whichever is less, in two equal instalments;
- (b) for purchase of a built house or flat to be constructed by the Cooperative Group Housing Society of which he is a member, the settled purchase price of the house or flat or forty lakhs rupees, whichever is less, in lump sum;
- (c) for major repairs to the house, the estimated cost thereof or one lakh seventy five thousand rupees, whichever is less, in two equal instalments :

Provided that a member who has drawn repayable advance for purchasing a built house or for building a house for the first time he may draw repayable advance for second time as per entitlement excluding the amount of the sale proceeds of the first house :

Provided further that the total amount of repayable advance under this rule and rule 14 together shall not exceed fifty lakhs rupees.”]

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1. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended (1)80 dated 11.12.80 further vide No. S.O.5/H.A.9/79/S.8/04 dated 9-1-04 and further vide No. S.O. 45/H.A.9/79/S.8/04 dated 29.4.04.
 2. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended (1)80 dated 11.12.80.
 3. Amended vide Notification No. G.S.R. 129/H.A.9/1979/S.8 Amended (1)80 dated 11.12.80 further vide No. 82/H.A.9/79/S.8/88 dated 21.10.88, further vide No. 39/H.A.9/79/S.8/84 dated 24.5.84 further vide No. 55/H.A.9/79/S.8/91 dated 23.8.91 further vide No. S.O.173/H.A.9/1979/S.8/01 dated 6.11.01 further amended vide S.O.No.58/H.A.9/1979/S.8/03 dated 7.4.03 further amended vide No. S.O.5/H.A.9/79/S.8/04 dated 9.1.04 further amended vide S.O. No.46/H.A.9/79/S.8/08 dated 27.5.08.

Debit of expenditure :—
Section 8.

¹[6. The amount of the advance so sanctioned shall be debitable the following head of account :—
“7610-Loans to Government Servants etc.-201-House Building advance (iii) Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislatures (Non-Plan) Expenditure.”]

or

Disbursement of advance
Section 5(1)

²[7. After the advance has been sanctioned by the Speaker, the Secretary shall disburse the amount to the borrower in the following manner, namely :—

- (a) In the case of purchase of built house, the sanctioned amount of the advance in lump sum, against duly stamped receipt.
- (b) In the case of ³[building a house or flat] or for major repairs first instalment of 50% starting the construction of major repairs and the second instalment of 50% after obtaining proof from the borrower that, in the case of ³[building a house or flat] the roof has been constructed and after obtaining proof from the borrower that, in the case of effecting major repairs, the amount of first instalment has been spent. Stamped receipt shall be obtained each time in token of disbursement of the advance.]

Completion certification
Section 8.

⁴[8. (1) The borrower shall furnish to the Secretary a completion certificate within a period of one year from the date of payment of the last instalment of the advance in case of building a house. This completion certificate should be authenticated by a qualified engineer of the Local Authority, in whose jurisdiction the house has been constructed. In case there is no qualified engineer in the Local Authority, the aforesaid certificate of completion will be obtained from an engineer authorized by the concerned Deputy Commissioner.

(2) In case of construction of flat, the borrower shall furnish to the Secretary copy of the completion certificate within one month after the issuance of the same by the Local Authority to the Cooperative Group Housing Society of which he is a member.

(3) The borrower shall, within one month of the drawl of advance for purchasing a built up house, purchase the house and furnish to the Secretary a copy of the sale deed and shall also mortgage the said house to the Government within one month of the sale deed.

1. Head of Account changed vide FD letter No. 27/1/86-1 B&C(BR) dated 29.1.87 w.e.f. 1.4.87 further amended vide No. S.O. 16/H.A.9/79/S.8/2001 dated 28.6.01.
2. Substituted vide G.S.R. 129/H.A.9/79/S.8/1980 dated 11.12.1980.
3. Substituted vide S.O. 5/H.A.9/79/S.8/2004 dated 9.1.2004.
4. Substituted vide G.S.R. 129/H.A.9/79/S.8/1980 dated 11.12.1980, further amended vide No. S.O. 5/H.A.9/79/S.8/04 dated 9.1.04 and further amended vide No. S.O. 45/H.A.9/79/S.8/2004 dated 29.4.04.

(4) The borrower shall, within one month of the drawl of advance for purchasing a flat, purchase the flat and deposit to the Secretary a share certificate duly issued by the President/Secretary, Cooperative Group Housing Society within one month of the purchase.]

Eligibility of balance amount of advance for house building
Section 3.

¹[(8A) A member who has drawn an advance of eight lakh rupees for building a house or for construction of a flat and who has not furnished a completion certificate as required under rule 8 shall be eligible to draw the balance of four lakh rupees for the said purpose.]

Repayment of house building advance
Section 8.

²9. (1) The recovery of the advance shall be made by the Secretary in monthly installments of ³[at the rate of (one per cent of the permissible advance) from the salary or ⁴(compensatory allowance/constituency allowance/telephone allowance/travelling and daily allowance/sumptuary allowance/office allowance) or from other amount payable to the borrower.]

⁵[Provided that if the member who has already drawn house building advance and executes a new deed, the date of recovery in respect of advance shall also be one per cent.]

(2) The deduction will commence from the first issue of salary or compensatory allowance, or other allowances after the said advance ⁶[for first instalment thereof] is drawn.

⁷[(3) Simple interest at the rate of four per cent per annum shall be charged on the amount of house building advance drawn by a member.]

(4) The amounts of interest will be recovered by the Secretary in one or more installments as may be decided by the Government commencing from the month following that in which the repayable of the principal has been completed.

Explanation:—The amount of the advance to be recovered shall be fixed in whole rupees except in the case of the last installment when the remaining balance including any fraction of a rupee shall be recovered.

⁸[(5) In case the borrower ceases to be a member before the advance and interest thereon are fully repaid, the outstanding balance together with the interest thereon shall continue to be

1. Inserted vide No. G.S.R. 84/H.A.9/79/S.8/1998 dated 31.7.98 and further amended vide No. S.O. 173/H.A.9/79/S.8/01 dated 6.11.01 and further amended vide No. S.O. 45/H.A.9/79/S.8/2004 dated 29.4.04.
2. Substituted vide G.S.R. 129/H.A.9/79/S.8/1980 dated 11.12.1980.
3. Substituted vide G.S.R. 129/H.A.9/79/S.8/1980 dated 11.12.1980 and further amended vide No. S.O. 39/H.A.9/79/S.8/84 dated 24.5.84 further amended vide No. S.O. 82/H.A.9/79/S.8/88 dated 21.10.88 further amended vide No. S.O. 84/H.A.9/79/S.8/98 dated 31.7.98 and further vide No. 173/H.A.9/79/S.8/01 dated 6.11.2001.
4. Amended vide No. G.S.R. 16/H.A.9/1979/S.8/2001 dated 28.6.2001.
5. Added vide No. G.S.R. 173/H.A.9/1979/S.8/2001 dated 6.11.2001.
6. Amended vide No. G.S.R. 129/H.A.9/1979/S.8/1980 dated 11.12.1980.
7. Amended vide No. S.O. 4/H.A.9/1979/S.8/06 dated 13.1.06.
8. Amended vide No. G.S.R. 129/H.A.9/1979/S.8/1980 dated 11.12.1980 and further vide No. S.O. 82/H.A.9/79/S.8/88 dated 21.10.88.

recovered at the rate hitherto fore from the ¹[pension/family pension and dearness allowance] which has become due to the borrower unless he has voluntarily made payment of the remaining installments in lump sum or otherwise. In case there is any deficiency or shortfall in recovering the amount of the advance, the borrower shall be required to make payment through his own sources. In case where he does not comply with the conditions of the repayment the provisions of the mortgage deed shall be invoked immediately.]

²[(5A) Notwithstanding anything contained in sub rule (1) and 5 the rate of recovery of advance for major repairs will be ³(one thousands rupees per month.)]

(6) In case of Chief Minister, a Minister, a State Minister, a Deputy Minister, the Chief Parliamentary Secretary or a Parliamentary Secretary, the amount of deduction in lieu of recovery of the advance shall be made from his salary bills and intimation to that effect shall be sent to the Secretary regularly:

⁴[Provided that a borrower who has obtained advance prior to the 17th April, 1984, the recovery shall be made according to the pre-amended rules i.e. at the rate of seven hundred rupees per month].

Misutilization of the house building advance
Section 8. ⁵[10.(1) In case of misutilization of the advance, the Borrower shall be called upon to refund the entire amount of advance along with the interest due thereon in lump sum.

(2) Penal interest at 2.5 per cent over and above the normal rate of interest shall also be recovered from the Borrower misutilising the advance, from the date of its drawal till the date of recovery from him of the entire principal and interest and will be created in head of account "0049-Interest-Receipt of State/Union Territory Government-Other Receipt-Interest on House Building Advance (G.O.)"]

Head account
Section 8. ⁶[11. The amount of repayment received from the Borrower will be credited to the Head of Account "7610-Loans to Government Servants etc.-201-House Building Advance (iii) Advance to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan Receipts" under intimation to the Secretary.]

Account of recovery
Section 8. ⁷[12. The account of recovery of the advance shall be maintained by the Secretary.]

Safe custody and cancellation of mortgage deed and personal bond
Section 8. ⁸13. The mortgage deed and ⁸[personal bond] shall be kept in safe custody of the Secretary. When the advance and the interest due thereon have been fully repaid, the mortgage deed and ⁸[personal bond] shall be returned to the Borrower duly cancelled after obtaining a certificate from the Accountant General as to the complete repayment of the house building advance and interest.

1. Amended vide No. G.S.R. 16/H.A.9/1979/S.8/2001 dated 28.6.2001.

2 & 4. Added vide G.S.R. 39/H.A.9/1979/S.8/1984 dated 24.5.1984 read corrigendum dated 10.7.84.

5. Amended vide No. G.S.R. 129/H.A.9/79/S.8/1980 dated 11.12.1980 and further amended vide No. 16/H.A.9/79/S.8/2001 dated 28.6.01.

6 & 7. Head of account changed vide FD letter No. 27/1/86-B&C(BR) dated 29.1.87 w.e.f 1-4-87 and further amended vide No. G.S.R. 16/H.A.9/1979/S.8/2001 dated 28.6.2001.

8. Amended vide No. G.S.R. 129/H.A.9/1979/S.8/80 dated 11.12.80.

Safe custody and cancellation of share certificate and personal bond
Section 8.

¹[13A. The share certificate and personal bond shall be kept in safe custody of the Secretary. When the advance and the interest due thereon have been fully repaid, the personal bond duly cancelled along with share certificate shall be returned to the borrower after obtaining a certificate from the Accountant General as to the complete repayment of advance along with interest for construction of flat or built up flat.]

PART II

Motor Car Advance

Advance for purchase of Motor Car
Section 4.

²[14. (1) The total amount to be advanced the prospective Borrower for the purchase of a motor car shall not exceed Ten lakh rupees or the anticipated price of the motor car, whichever is less. If the actual price is less than the advance drawn, the balance shall forthwith be refunded to the Government :

Provided that a member shall be entitled to a total repayable advance of [fifty lakhs rupees under this rule and rule 5 together.]

Explanation:In case the borrower has already applied for loan and in anticipation of the grant of car advance to be sanctioned to him, has purchased a car and made payment of its price to the dealer, he shall still be entitled to the grant of the car advance.]

In the said Rules, in rule 14, for sub-rule (2), the following sub-rule be substituted, namely :—

(2) Notwithstanding anything contained in sub-rule (I) the member shall be eligible to draw second car advance in a tenure of the Vidhan Sabha which may be for a period of five years or less if the borrower has refunded the amount of first motor car advance in full along with interest thereon to Government.]

³[(ii & iii).....omitted.]

Eligibility of balance amount of advance for purchase of car
Section 3.

⁴[14A. A member who has drawn an advance of rupees two lacs for the purchase of car and the price of car exceeds rupees two lacs, he shall be eligible to draw the balance of rupees two lacs out of rupees four lacs or the price of car whichever is less.]

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1. Added vide Notification No. S.O. 45/H.A.9/1979/S.8/04 dated 29.4.04.
 2. Substituted vide No. G.S.R. 129/H.A.9/1979/S.8/80 dated 11.12.1980, further amended vide No. 63/H.A.9/79/S.8/86 dated 5.9.86 w.e.f. 1.6.82, and further amended vide No. S.O. 55/H.A.9/79/S.8/91 dated 23.8.91 w.e.f. 25.9.90 further vide No. G.S.R. 49/H.A.9/79/S.8/85, dated 17.5.85 further vide No. G.S.R. 39/H.A.9/1979/S.8/84, dated 24.5.84, further vide No. G.S.R.82/H.A.9/1979/S.8/88, dated 21.10.88, further vide No. G.S.R. 16/H.A.9/1979/S.8/2001, dated 28.6.01, further vide No. G.S.R.173/H.A.9/1979/S.8/2001, dated 6.11.01 and further amended vide No. 58/H.A.9/79/S.8/03, dated 7.4.03 and vide No. S.O.5/H.A.9/1979/S.8/2004, dated 9.1.04 and amended vide No. 153/H.A.9/79/S.8/04, dated 1.10.04 substituted vide No. S.O.46/H.A.9/1979/S.8/2008, dated 27.5.08.
 3. Deleted vide No. S.O.59/H.A.9/1979/S.8/2005, dated 1.8.05.
 4. Inserted vide No. G.S.R.84/H.A.9/1979/S.8/98, dated 31.1.98.

Application for Motor Car advance Section 4.	<p>15. (1) A member shall make an application for a motor car advance in Form VI, in duplicate, to the Secretary.</p> <p>(2) On receipt of the application for the motor car advance, the secretary shall, after satisfying himself that the application is complete in all respects and the member is eligible for the grant of the said advance record a certificate in form VII and forward the same to the Government.</p> <p>¹[(3) On receiving the application for a motor car advance, the administrative department shall refer the application to the Finance Department for getting the necessary funds for payment of the motor car advance earmarked.]</p>
Personal loan and agreement deed Section 5.	<p>16. (1) After the requisite funds have been earmarked by the Finance Department, intimation in this regard will be sent to the Secretary and to the prospective Borrower who shall submit to the Secretary a ²[personal bond in for VIII] in respect of the said advance.</p> <p>³[(2) An agreement in form IX shall be executed by the prospective Borrower and submitted to the Secretary.]</p> <p>(3) The Secretary will have the authority to accept the ⁴[personal bond] and to execute the agreement deed on behalf of the Governor of Haryana.</p>
Sanction of Motor Car advance Section 5.	<p>17. After all the formalities mentioned in rule 15 and 16 have been completed, the Speaker may sanction the motor car advance to the prospective Borrower subject to the limit prescribed in rule ⁵[14] under intimation to the Government.</p>
Debit of expenditure Section 5.	<p>18. The amount of motor car advance so sanctioned shall be debatable to the following head of account :—</p> <p>⁶["7610-Loans to Government Servants etc.-201-House Building Advance (iii) Advance to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Expenditure."]</p>
Disbursement of advance Section 5.	<p>19. After the advance has been sanctioned by the Speaker, the Secretary shall disburse the amount of the advance against a stamped receipt.</p>
Period within which negotiation for purchase of motor car advance may be completed Section 8.	<p>20. The Borrower shall complete the negotiations for the purchase of ⁷[motor car] and make final payment for the purchase of the motor car within one month of the date on which he draws the motor car advance, failing which the full amount of the advance drawn, with interest thereon till the date of refund, will be repaid to the Government unless the period for purchase of ⁸[motor car] is extended by the Speaker.</p>

1,2,3&4.Amended vide No. G.S.R.129/H.A.9/1979/S.8/80, dated 11.12.80.

5. Substituted vide No. G.S.R.129/H.A.9/1979/S.8/80, dated 11.12.80.

6. Head of Account changed vide FD letter No. 27/1/86-1 B&C(BR), dated 29.1.87 w.e.f. 1.4.87 further substituted vide No. G.S.R. 16/H.A.9/79/S.8/2001 dated 28.6.01.

7 & 8. Substituted vide No. G.S.R.129/H.A.9/1979/S.8/80, dated 11.12.80.

Insurance of motor car Section 8. **21.** The motor car purchased with the advance shall be insured against full loss by fire, theft and accident. The insurance policy shall contain a clause as specified in form X by which the insurance company agrees to pay to the Government, instead of the owner any sums payable in respect of loss or damage to the motor car which is not made good by repair, reinstatement or replacement. Such insurance should be effected within one month of the date of the purchase of the motor car.

Hypothecation deed Section 8. **22.** After the purchase of motor car has been effected and final payment thereof has been made, the Borrower shall hypothecate the motor car to the Government in form XI as security for the said advance. The cost price of the motor car shall be entered in the schedule attached to the hypothecation deed.

Repayment of advance Section 6. **23.** (1) The recovery of the motor car advance shall be made ¹[in monthly instalments of ²[one per cent of the permissible advance] from the salary or compensatory/telephone allowance, ³[travelling allowance/daily allowance/constituency allowance/sumptuary allowance/office allowance] or any other amount payable to the borrower”:]”

⁴[Provided that if the member who has already drawn Motor Car advance and executes a new deed, the rate of recovery in respect of advance shall also be one per cent.]

(2) The deduction will commence from the first issue of salary or compensatory allowance or other allowances after the advance is drawn.

⁵[(3) Simple interest at the rate of four per cent per annum shall be charged on the amount of car advance drawn by a member.]

(4) The amount of interest will be recovered in one or more instalments as may be decided by the Government, commencing from the month following that in which the repayment of the principal has been completed.

Explanation:- The amount of advance to be recovered shall be fixed in whole rupees except in the case of last instalment, when the remaining balance including any fraction of a rupee shall be recovered.

⁶[(5) In case, the borrower ceases to be a member before the advance and interest thereon are fully repaid, recovery shall continue to be made at the rate heithertofore

1. Substituted vide No. G.S.R.129/H.A.9/1979/S.8/80, dated 11.12.80 further vide G.S.R.39/H.A.9/1979/S.8/2001, dated 24.5.84 further vide No. G.S.R.82/H.A.9/1979/S.8/88, dated 21.10.1988.
2. Substituted vide No. 84/H.A.9/79/S.8/98, dated 31.7.98 and further vide No. No. S.O.173/H.A.9/79/S.8/201 dated 6.11.2001.
3. Substituted vide No. S.O.16/H.A.9/1979/S.8/2001, dated 28.6.2001.
4. Added vide No. G.S.R.173/H.A.9/1979/S.8/2001, dated 6.11.2001.
5. Substituted vide No. S.O.4/H.A.9/79/S.8/2006, dated 13.1.2006.
6. Amended vide No. G.S.R.129/H.A.9/79/S.8/1980, dated 11.12.80 further vide No. S.O.39/H.A.9/79/S.8/1984, dated 24.5.84 and further Amended vide No. S.O.82/H.A.9/79/S.8/1988, dated 21.10.1988.

from the ¹[pension/family pension and dearness allowance] which has become due to the borrower or from any of his other assets unless has voluntarily made payment of the remaining instalments in lump sum or otherwise. In case there is any deficiency or shortfall in recovering the amount of the advance the borrower shall be required to make the balance payment through his own resources. In case, where he does comply with the conditions of the repayment the provisions of the mortgage deed shall be invoke immediately.]

(6) In case of Chief Minister, a Minister, a State Minister, a Deputy Minister. The Chief Parliamentary Secretary or a Parliamentary Secretary, the amount of deduction in lieu of recovery of the advance shall be made from his salary bills and intimation to the effect shall be sent to the Secretary regularly :

²[Provided that a borrower who has obtained advance prior to the 17th April, 1984 the recovery shall be made according to the pre-amended rules *i.e.* at the rate of five hundred rupees per month.]

Misutilization of motor car advance
Section 8. **24.** (1) In case of misutilisation of the motor car advance, the Borrower shall be called upon to refund the entire amount of advance along with the interest due thereon in lump sum.

Section 8. ³(2) Penal interest at 2.5 per cent over and above the normal of interest shall also be recovered from the Borrower misutilisation the advance, from the date of its drawal till the date of recovery from him of the entire principal and interest and will be credited in head of account “0049-Interest-Receipts, Interest-Receipts of State/Union Territory Government-Other Receipts-Interest on Motor Car Advance (G.O.)”.]

Head of account
Section 8. ⁴**25.** The amount will be credited in the head of account “7610-Loans to the Government Servants etc.-202-Advance for purchase of motor conveyances-(ii) Advances for purchase of motor conveyances-Advances to Ministers, State Ministers, Deputy Ministers, Presiding Officers and State Legislators (Non-Plan) Receipts” under intimation to the Secretary.”.]

Account of recovery
Section 8. **26.** The account of recovery shall be maintained by the Secretary.

Safe custody and cancellation of mortgage deed and personal bond
Section 8. **27.** The hypothecation deed and ⁶[personal bond] shall be kept in safe custody of the Secretary. When the advance with interest due thereon have been fully repaid, the hypothecation deed and the ⁷[personal bond] shall be returned to the Borrower duly cancelled after obtaining a certificate from the Accountant General as to the complete repayment of the motor car advance and the interest accrued thereon.

1 & 3. Amended vide No. S.O.16/H.A.9/79/S.8/2001, dated 28.6.01 and corrected by corrigendum dated 28.9.2001.

2. Amended vide No. S.O.39/H.A.9/79/S.8/1984, dated 24.5.84.

4. Head of account changed vide FD letter No. 27/1/86-1B&C,(BR) dated 29.1.87 w.e.f. 1.4.1987 and further substituted vide No. S.O. 16/H.A.9/1979/S.8/2001 dated 24.5.1984.

6 & 7. Substituted vide Notification No. G.S.R.129/H.A.9/79/S.8/Amd.(I)/80, dated 11.12.1980.

Form I
(see rule 3)

Form of application for grant of an advance for building a house or constructing a flat under the Haryana Legislative Assembly (Facilities to Members) Act, 1979, (Haryana Act No. 9 of 1979),

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

North	South
East	West
5. The Plan of the house/flat should be attached. (If the house/flat proposed to be constructed is located in an urban area, the plan should be duly sanctioned by the competent local authority).
6. In case the residential plot has been allotted by the Haryana Urban Development Authority,—
 - (i) full particulars of the authority by whom the plot has been allotted;
 - (ii) the plot No. with area thereof and the place where it is situated;
 - (iii) amount of initial payment made towards the price of the plot;
 - (iv) date of taking possession of the plot;
 - (v) date of permission of the Haryana Urban Development Authority to mortgage the plot to the Government; and
 - (vi) date of sanction of the plan of the house proposed to be constructed. (Letter from the concerned authority in support of (ii), (iii), (iv), (v) and (vi) along with the letter of allotment and sanctioned plan be also attached).
7. In case of flat to be constructed by the Co-operative Group Housing Society,—
 - (i) name of the Society;
 - (ii) number and date of registration of the Society;
 - (iii) size of the plot allotted to the Society;
 - (iv) full particulars of the authority by whom the plot has been allotted;

1. Inserted vide notification GSR 15/HA 9/79/S 8/Amd.(1)/81, dated 10.2.1981.

- (v) total cost of the plot;
 - (vi) number of the flats to be constructed on the plot;
 - (vii) date of taking possession of the plot;
 - (viii) date of sanction of the plan of the flats proposed to be constructed. (Letter from the President/Secretary, Cooperative Group Housing Society of which he is a member in support of (ii), (iii), (iv), (v), (vi) (vii) and (viii) and along with the letter that he is a share holder and sanctioned plan be also attached).
8. Whether any advance has been drawn previously for building a house or constructing a flat, if yes,—
- (i) date of drawl of advance;
 - (ii) purpose for which the advance was drawn;
 - (iii) amount of advance drawn;
 - (iv) whether the house or flat with an advance has been sold; if so, indicate sale proceeds and attach copy of the sale deed.
9. Total amount of loan applied for building a house or constructing a flat. (Estimated cost of construction of the house or flat and detailed estimate in support thereof, duly approved by a qualified engineer or any other engineer authorized by the Deputy Commissioner/President/Secretaty, Co-operative Group Housing Society to be furnished.
10. I certify that I have not so far applied for or obtained any advance for the construction of a house or flat; or I certify that I have taken the advance previously and have applied for the second time.!
11. I also certify that I have not availed myself to any advance for building a house or constructing a flat under any other scheme of any State Government or of the Government of India.
12. I hereby certify that I am a full-fledged owner or shareholder of the Cooperative Group Housing Society of the plot of land mentioned at serial number 4, above, and this plot is free from all encumbrances and is required for bonafide personal residence.

OR

I certify that I am an allottee of the plot of land mentioned at serial number 6 above, on terms and conditions of allotment letter No. Dated..... The house to be constructed thereon is required for bonafide personal residence.

OR

I certify that I am the member and the shareholder of the Co-operative Group Housing Society.....(name of the Society) mentioned at serial No. 7. The flat to be constructed thereon is required for bonafide personal residence.

Place:

Dated:

Signature of applicant

13. *(Certificate by the Deputy Commissioner of the District wherein the land as mentioned against serial number 4 of the application is situated).

I....., Deputy Commissioner ofDistrict hereby certify that Shri.....is the sole owner in possession of the land mentioned at serial number 4 of the application and this land is free from all encumbrances.

Signature of the Deputy Commissioner
With the seal of his office.

OR

*(Certificate by the Estate Officer, Haryana Urban Development Authority by whom the plot at serial number 6 has been allotted).

I....., Estate Officer, Haryana Urban Development Authority hereby certify that the plot at serial number 7 of the application has been allotted to Shri on the terms and conditions contained in allotment letter No.

Place:

Dated:

Signature of the Estate Officer,
Haryana Urban Development Authority
With the seal of his office.

*(Certificate by the President/Secretary, Co-operative Group Housing Society where plot has been purchased by the society for construction of flat)

I.....(name), President/Secretary, Co-operative Groups Housing Society (name of the Society) hereby certify that the one of the flat out of.....flat to be constructed by this Society will be allotted to Shri/Smt....., who is also the share holder.

Place:

Dated:

Signature of the President/Secretary,
Co-operative Group Housing Society
With the seal of his office".

*(Score out whichever is not applicable)

*. Sr. No. 7 deleted and Sr.No. 8 renumbered as Sr. No. 7 vide notification No. GSR 129/HA 9/1979/S.8/80, dated 11.12.1980 and Sr. No. 7 further substituted with Sr. No. 7, 8, 9 and 10 vide No. GSR 15/HA 9/79/S.8/81, dated 10.2.1981 and further form was amended vide No. SO 45/HA9//79/S.8/2004, dated 29.4.2004.

FORM II

(See Rule 3)

**(CERTIFICATE BY THE SECRETARY, HARYANA VIDHAN SABHA IN THE CASE OF
SPEAKER/DEPUTY SPEAKER OR A MEMBER)**

Certified that.....is Speaker/Deputy Speaker/Member of the Haryana Legislative Assembly and is drawing Rs. _____ P.M. as salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance/Daily Allowance/¹(Sumptuary allowance and office allowance).

It is also certified that his term of membership will expire on_____ and an amount of Rs. _____if advanced to him ²(for building a house or for construction of a flat) will be recovered from his salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance/(Sumptuary allowance and office allowance) Daily Allowance etc., during his term of membership and thereafter from his pension/²(family pension and dearness allowance) or from his other assets.

Place:

Secretary,

Date:

Haryana Vidhan Sabha.

1. Amended by S.O. 16/H.A. 9/1979/S. 8/2001 dated 28-6-01.

2. Amended by S.O. 45/H.A. 9/1979/S. 8/2004 dated 29-4-04.

“FORM II-A

[see rule 3A(1)]

Form of application for grant of advance for purchasing a built up house or flat.

1. Name of the applicant
(in block letters)
2. Father’s Name/Husband’s Name
(in case of married lady applicant)
3. Designation and address of the applicant.
4. Particulars of the house to be purchased.
and surrounded by

North	South
East	West
5. Full particulars of the person or of the authority e.g. Estate Officer, Housing Board, etc. from whom the house is to be purchased.
(In case the built up house is to be purchased from a private person a certificate from the Deputy Commissioner to the effect that the vendor is absolute owner of the house and that it is free from all encumbrances should be attached).
6. Name of the Co-operative Group Housing Society of which he is a member (in case of purchase of flat).
7. The plan of the House or flat to be purchased.
8. Certified copy of the agreement made with the owner of the house to be purchased.
9. Certified copy of the share certificate issued by the President/Secretary of the Society of which he is a member.
10. Settled price of the house to be purchased.
11. Cost of the flat to be paid to the Society.
12. Total amount of the advance applied for.
13. Whether the affidavit stipulated in rule 3-A(1) or 3-B(1) has been furnished.
14. Whether any advance has been drawn previously for building a house or built up house, if yes,—
 - (i) date of drawl of advance.
 - (ii) Purpose for which the advance was drawn.
 - (iii) Amount of advance drawn.
 - (iv) Whether the house with an advance has been sold; if so, indicate sale proceeds and attach copy of the sale deed.

Place:

Date:

Signature of the applicant”.

***FORM II-B**

(See Rule 3-A)

Certified that.....is Speaker/Deputy Speaker/Member of the Haryana Legislative Assembly and is drawing Rs. _____ per month as salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance/Daily Allowance¹[Sumptuary allowance and office allowance].

It is certified that his term of membership will expire on _____
— and that an amount of Rs. _____is advanced to him for purchasing a ²[built house or flat] will be recovered from his Salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance ¹[Sumptuary allowance and office allowance] Daily Allowance etc. during his term of membership and thereafter from his pension ²[family pension and dearness allowance] or from his other assets.

Place:

Secretary,

Date:

Haryana Vidhan Sabha.

* Form II-B, inserted vide Notification No. G.S.R. 129/H.A. 9/79/S. 8/Amd./(1)/80, dated 11.12.1980.

1. Amended vide S.O. 16/HA 9/1979/S. 8/2001, dated 28-6-2001.

2. Amended vide S.O. 5/HA 9/1979/S. 8/2004, dated 9-1-2004.

***FORM II-D**

(See Rule 3-B)

Certified that.....is Speaker/Deputy Speaker/Member of the Haryana Legislative Assembly and is drawing Rs. _____ per month as Salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance/Daily Allowance ¹[Sumptuary allowance and office allowance].

It is also certified that his term of membership will expire on_____ and that an amount of Rs. _____for major repairs, if advance to him will be recovered from his Salary/Compensatory Allowance/Constituency Allowance/Telephone Allowance ¹[Sumptuary allowance and office allowance] Daily Allowance etc., during his term of membership and thereafter from his pension ²[family pension and dearness allowance] or from his other assets.

Place:

Secretary,

Date:

Haryana Vidhan Sabha.

* Inserted vide Notification No. G.S.R. 129/H.A. 9/79/S.8/Amd./(1)/80, dated 11.12.1980
1&2 Amended vide S.O. No. 16/HA 9/1979/S. 8/2001, dated 28-6-2001.

***FORM III**

(See Rule 4)

Mortgage Deed

This Indenture made theday of.....
.....one thousand nine hundred as the "mortgagor" which term shall where the context so admits include his heirs, executors, administrators and assignees of the one part and the Governor of Haryana (hereinafter referred to as the "Mortgagee" which term shall where the context so admits include his successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and assessed of or otherwise well entitled to the land hereditament and premises hereinafter described and expressed to be hereby conveyed transferred and assured (hereinafter referred to as the said hereditament);

AND WHEREAS the mortgagor has applied to the mortgagee for an advance of the Rs. _____
_____ for the purpose of enabling him to defray expenses for *purchasing a ¹[built house or flat] to defray the expenses of *building of homes as suitable residence for his own use or to defray expenses for *carrying out major repairs to his house;

AND WHEREAS under the provisions contained in the Haryana Legislative Assembly (Facilities to Members) Rules, 1979 (hereinafter referred to as the said rules, which expression shall where the context so admits include any amendments thereof or addition thereto for the time being in force) the mortgagee has agreed to advance the mortgagor the said sum of Rs. _____ payable in the manner specified in rule 5.

NOW THIS INDENTURE WITNESSTH that in pursuance of said agreement and in consideration of the sum of Rs. _____ paid on or before the execution of these presents to the mortgagor by the mortgagee (the receipt thereof the mortgagor both hereby acknowledges) for the purpose of enabling the mortgagor to defray the herein before receipt expenses the mortgagor here by covenants with the mortgagee to repay to the mortgagee the said sum of Rs. _____ and such further sums as said hereafter repaid by him to the mortgagor pursuant to the hereinbefore recited agreement in that behalf and interest thereon calculated according to the said rules on the _____ day of _____ next and if the loan shall not be repaid on that day shall pay interest in accordance with the said rules.

* Substituted vide Notification No. G.S.R. 129/H.A. 9/79/S. 8/Amd.(1)/80, dated 11.12.1980.

1 Amended vide SO No. 5/HA 9/1979/S.8/2004, dated 9.1.2004.

The mortgagor hereby covenants with the mortgagee that the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

AND THIS INDENTURE ALSO WITNESSTH that the consideration aforesaid the mortgagor both hereby convey, transfer and assure in to the mortgagee, all that piece of land situated in the ————— district of ————— registration district of ————— sub-registration district ————— containing ————— more or less not in the occupation of the mortgagor and bounded on the North by ————— on the South by ————— on the East by ————— and on the West by ————— togetherwith the dwelling house and the out-houses, stables, cook-room and out-building now erected or hereafter to be created on the said piece of land togetherwith all fights, easements and appourtenances to the said hereditaments or any of them belonging to HOLD the said/hereditaments with their apportionments including all erections and buildings hereon on hereafter erected and built the said piece of land or the '[built house or flat] purchased with the advance in to and to the use of the mortgagee absolutely subject to the provision for redemption hereafter contained provided ALWAYS that if and as soon as the said advance of rupees ————— and such further sums as may have been paid as aforesaid made upon the security of these presents shall have been repaid and interest thereon calculated according to the said rules by the deduction of monthly instalments of the salary etc. of the mortgagor as in the said rules mentioned or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor recovery, re-transfer or reassure the said hereditaments and premises, until and to the use of the mortgagor or as he may direct and it is hreby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or is declared insolvent before the said sum of rupees——

1 Amended vide SO No. 5/HA 9/1979/S.8/2004, dated 9.1.2004.

The mortgagor hereby covenants with the mortgagee that the mortgagor will during the continuance of this security observe and perform all the provisions and conditions of the said rules on his part to be observed and performed in respect of these presents and the said hereditaments.

(and any further sum as may have been paid as aforesaid) and interest thereon calculated according to the said rules shall have been fully paid off then in any of such cases it shall be lawful for the mortgagee to sell the said hereditaments or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby AND TO do and execute all such acts and assurances for effectuating any such as the mortgagee shall think for AND it is money of the premises sold of any part thereof shall effectually discharge that the mortgages shall hold the money to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards satisfactions of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND it is hereby agreed and declared that the said rules shall be deemed and taken to be part of these presents.

IN WITNESS whereof the mortgagor hath, hereunto set his hand to this deed on the day and year first above written.

1st witness _____

Address/occupation _____

2nd witness _____

Address/occupation _____

Signed by the said
"mortgagor" in the presence of

- Note- 1. The deed should be registered.
2. There must be two witnesses to a mortgage.

***FORM IV**

(See Rule 4)

(Personal Bond)

This deed is made on the _____ day of _____
_____ between _____ son of _____
— and resident of _____ (hereinafter referred to as the borrower
which expression shall include his legal representatives and assignees) of the one part and the Governor of Haryana
(hereinafter referred to as the Government which expression shall include his successors and assignees) of the other
part.

Whereas an advance of Rs. _____ has been sanctioned to _____
_____ son
of _____ and resident of _____
_____ (borrower) for construction of ¹[house or flat]/for purchasing a built ²[house or flat]/for major
repairs, on the terms and conditions contained in the rules ³[mortgage deed of share certificate], dated _____
_____ for performance and observance by him of the conditions of the agreement, dated _____
and/or of the ⁴[mortgage deed of share certificate], dated _____.

Now this deed witnesses and the parties hereto hereby agree that in pursuance of the said agreement and in
consideration of the sum of Rs. _____ advanced by the Government, as loan, the borrower
hereby agrees that he shall duly, faithfully and punctually perform all the conditions set out in the agreement,
dated _____ and/or ⁵[mortgage deed of share certificate], dated _____ and that in
the event of the failure of the borrower to perform any of the said conditions and of the borrowers 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 ⁶[mortgage deed of share certificate] 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 ⁷[with the Government or in respect of flat, share certificate
deposited with the Secretary] from any other assets of the borrower.

In witness whereof the parties have signed this bond on dates respectively mentioned against their signatures
in the _____ years of the Republic of India.

Witnesses:

1. _____
2. _____

Signature of the borrower.

Accepted.

Signed for and on behalf of the Governor of Haryana.

* Form IV substituted vide Notification No. G.S.R. 129/H.A. 9/79/S.8/Amd.(1)/80, dated 11.12.1980 and further 1 to 7 amended vide SO No. 45/HA9/1979/S.8/2004, dated 29.4.2004.

¹[FORM V

(See Rule 4)

(Agreement to be executed by a member at the time of drawing an advance for the construction of ³[house of flat]/purchase of a ³[built house or flat]/major repairs to ³[house or flat].

An agreement made on _____ day of _____ one thousand nine hundred and _____ between Shri _____ (hereinafter called the Borrower, which expression shall include his legal representatives, legal heirs and assignees) of the one part and the Governor of Haryana (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 Haryana Legislative Assembly (Facilities to Members) Rules, 1979 regulating the grant of advance to a member for the construction of a residential ³[house or flat]/for purchasing a ³[built house or flat]/for major repairs to his ³[house or flat] under the Haryana Legislative Assembly (Facilities to Members) Rules, 1979 applied to the Government for a load of Rs. _____ (Rs. _____ only) for the construction of a ³[house or flat]/for purchasing a ³[built house or flat]/for major repairs to his ³[house or flat] and the Government have agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. _____ paid by the Government to the Borrower (the receipt of which the Borrower hereby acknowledge the Borrower hereby agree with the Government (i) to pay to the Government the said amount in _____ monthly instalments of ²[one percent of the advance] excluding the instalment(s) of interest calculated according to the said rules, from the salary/compensatory allowance/telephone allowance/travelling allowance and ⁵[daily allowance/Constituency allowance/Sumptuary allowance and office allowance]/ of the Borrower. It is further agreed that in case the Borrower ceases to be a member before the advance and interest are fully repaid, the outstanding balance together with the interest shall be recovered in instalments of Rs. _____ P.M. from the ⁴[pension/family pension and dearness allowance] which has become due to the Borrower and also from any of his other assets; and (ii) to execute a document within a period of one year from the date of the payment of last instalment of the advance for constructing a ³[house or flat]/or for carrying out major repairs to his ³[house or flat], or within one month of payment

-
1. Substituted vide Notification No. G.S.R. 129/H.A. 9/79/S.8/Amd. (1)/80, dated 11.12.1980.
 2. Substituted vide Notification No. G.S.R. 39/H.A. 9/79/S. 8/84, dated 24.5.1984 and further amended vide No. S.O. No.45/H.A. 9/79/S.8/2004 dated 29-4-2004.
 3. Amended vide No. S.O. 5/H.A. 9/79/S. 8/04 dated 9-1-04 and further vide No. S.O. No. 45/H.A. 9/79/S.8/2004 dated 29-4-04
 - 4 & 5. Amended vide No. S.O. 16/H.A. 9/79/S. 8/2001 dated 28-6-01.

of advance for the purchase of a build hypothecating the ¹[house or flat] constructed or the ¹[house or flat] in which major repairs are made, or the ¹[house or flat] purchased, with the said advance to the Government as the security for the amount lent to the Borrower as aforesaid and interest in the form provided by the said rules.

²[And it is hereby lastly agreed and declared that if the house has not been mortgaged or the share certificate has not been deposited in respect of flat as aforesaid or if the Borrower within that period becomes insolvent or dies, the whole amount of loan and interest accrued thereon shall become due and payable].

In witness thereof the parties above mentioned 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:-

(1) _____

(2) _____

Signature and designation of Borrower

For and on behalf of the Governor of Haryana.

* Strike off inapplicable purpose for advance.

1. Amended vide No. S.O. 5/H.A. 9/79/S. 8/04 dated 9-1-04 and further vide No. S.O. No. 45/H.A. 9/79/S.8/2004 dated 29-4-04.
2. Para amended vide S.O. No. 45/H.A.9/1979/S.8/2004, dated 29.4.2004.

FORM VI

(See 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 drawl of the advance
 - (ii) the amount of advance and/or interest thereon still outstanding, if any.
7. Whether the intention is to purchase a new motor car through a person other than a regular or reputed dealer or agent.
8. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the vehicle within one month from the date of drawl of the advance.
 - (a) Certified that the information given above is complete and true.
 - (b) Certified that I have not taken delivery of the motor car on account of which I apply for the advance, and that I shall complete negotiations for the purchase of pay finally and take possession of the motor car before the expiry of one month from the date of withdrawal of the advance.
9. I certify that I have not so for 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 Rs. _____ Salary/Compensatory Allowance/Telephone Allowance/Daily Allowance/Travelling Allowance and Rs. _____ P.M. as Constituency Allowance ¹[Rs. _____ as a sumptuary allowance and Rs. _____ per month as office allowance]. It is further certified that an amount of Rs. _____ is advance to him as Motor Car Advance can be recovered from his ²["salary"] Allowances during the term of his membership and thereafter from his ³[pension/family pension and dearness allowance] and other assets.

The member is eligible for the grant of Rs. _____ as ⁴[motor car advance].

Place:

Secretary,

Date:

Haryana Vidhan Sabha.

2&4. Inserted/Substituted vide Notification No. G.S.R. 129/HA 9/79/S.8 Amd.(1)/80, dated 11.12.1989.

1&3 Inserted/amended vide Notification No. SO 16/HA 9/79/S. 8/2001, dated 28.6.2001.

FORM VIII

(See Rule 16)

(Personal Bond)

This deed is made on the _____ day of _____ between _____
_____ son of _____ and resident of _____
_____ (hereinafter referred as the "borrower" which expression shall include his legal representative and assigned)
of the one part and Governor of Haryana (hereinafter referred to as the "Government") of the other part.

Whereas a loan of Rs. _____ has been granted to the Borrower for
purchase of a motor car on the terms and conditions contained in the agreement dated _____ and/or the
mortgage deed, dated _____ for due performance and observance by him (borrower) of the conditions
of the agreement dated _____ and/or the mortgage deed, dated _____.

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

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

Witnesses:

1. _____

Signature of the borrower.

2. _____

Accepted.

Signed for and on behalf of the
Governor of Haryana.

FORM IX

(See Rule 16)

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 _____ between Shri _____ (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 successor and assigness) of the other part.

Whereas the Borrower has under the provision 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 Lesiglative Assembly (Facilities to Members) Act, 1979 applied to the Government for a loan of Rs. _____ (Rupees. _____ only) for the purchase of a motor car and the conditions hereinafter contained.

Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs. _____ paid by the Government to the Borrower hereby agrees with the Government (i) to pay to the Government the said amount with interst calculated according to the said rules by monthly deductions from his Salary/Compensatory Allowance/Constituency Allowance ²[telephone allowance/daily allowance/travelling allowance/sumptuary allowance/office allowance] 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 the loan to repay the difference to 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 ¹[rupees five hundred] per mensem from the ³[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 witness.

Signed by Borrower in the presence of _____

- 1. _____
- 2. _____

(Signature, designation and address of the Borrower)

(Signature, designation and address of the witness)

Signed by (Name and 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)

1. Substituted vide Notification No. G.S.R. 129/HA 9/79/S.8 Amd.(1)/80, dated 11.12.1980.
2&3. Inserted vide Notification No. S.O. 16/HA 9/79/S. 8/2001, dated 28.6.2001.

FORM X

(See Rule 21)

**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 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 purchase of the motor car and it is further declared and agreed that the Government is interested in any moneys which but for this endorsement by 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 hypothecatee 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 the 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 and-----between-----of-----
------(hereinafter called "The Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the other part and the Governor of Haryana (hereinafter called "The Governor" 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 Rs.-----
-----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 THIS INDENTURE WITNESSTH that in pursuance of the said agreement and for the consideration aforesaid, the Borrower doth covenant to pay to the Government the sum of Rs.-----aforesaid or the balance thereof remaining unpaid on date of these presents by equal payments of ¹[rupees six hundred] 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 payment may be recovered by monthly deductions from his salary in the manner provided by the said rules, and infurther pursuance of the said agreement, the borrower doth hereby assign and up to 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 thereon as required by the said rules. And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car that the same is his absolute property and that he has not pledged and so long as any money remains payable to the Government in respect to the said advance, will not sell or pledge the said motor car or part with possession thereof; provided, always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid or recovered in the manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time or if the Borrower shall sell or pledge the said motor car or part with the possession thereof or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or 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 herein before mentioned seize and take possession of the said motor car and either remaining 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

1. Substituted vide Notification No. G.S.R. 129/HA 9/1979/S 8/Amd. (1)/80, dated 11-12-80 and further substituted vide Notification No. G.S.R. 39/HA 9/1979/S. 8/84, dated 24-5-1984.

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

Engine Number

Chassis Number

Cost price

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

Signed by the Borrower in
the presence of-

- 1. -----
- 2. -----

(Signature and address of
witnesses)

(Signature, designation and
address of the Borrower)

Signed by (Name and Designation)
For and on behalf of the Governor
of Haryana in the presence of-

- 1. -----
- 2. -----

(Signature and address of
witnesses)

(Signature, designation
of the officer)

Name and designation of the Borrower -----

S.D. BHAMBRI,
Chief Secretary to Government, Haryana.