

**APPLICATION FORM FOR GRANT OF ADVANCE FOR PURCHASE OF
CONVEYANCE BY MEMBERS OF RAJYA SABHA**

1. Name of Member (in block letters) : _____
2. State represented by the Member : _____
3. Anticipated price of conveyance : _____
4. Amount of advance required
(not exceeding Rs.4,00,000) : _____
5. Date of election as Member of Rajya
Sabha : _____
6. End date of Member's current term : _____
7. Number of monthly instalments in which
the advance is desired to be repaid
together-with the interest thereon
(Not more than sixty equal monthly
instalments which should not exceed
beyond the term of the applicant) : _____
8. 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 : _____
9. Whether the intention is to purchase a
new or old conveyance : _____
10. Are any negotiations or preliminary
enquiries being made to ensure that
delivery is taken of the conveyance within
one month from the date of drawal of the
advance : _____

11. Certified that I have not taken delivery of the conveyance 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 conveyance before the expiry of one month from the date of drawal of the advance and that I shall insure it from the date of taking delivery of it.

New Delhi
Dated: _____

(Signature of Member)
Division No.

UNDERTAKING

- (a) I will purchase the conveyance within a period of one month from the date of drawal of the advance failing which I will refund the advance drawn together with interest thereon for one month.
- (b) In case I do not purchase the conveyance within one month or refund the advance in lump sum, I will be liable to pay the same from my salary bill.

Signature_____

Name of the Member_____

State and Division No._____

New Delhi;
Dated_____

***FORM - I**

(See Rule 6 of the Members of Parliament (Advance for the purchase of Conveyance) Rules, 1986
Form of Agreement to be executed at the time of drawing in Advance for the purchase of a conveyance

An agreement made this _____ day
of _____ two thousand _____
between Shri/Smt./Km. _____ a Member of
Parliament (hereinafter called the Borrower, which expression shall include his heirs, administrators, executors, legal
representatives and assignees) of the one part and the President of India (hereinafter called the Central Government)
of the other Part; whereas the Borrower has under the provisions of the Rules regulating the grant of advances to
Members of Parliament for purchase of conveyance made under the Salary, Allowances and Pension of Members of
Parliament Act, 1954 applied to the Central Government for a loan of
Rs. _____ (Rupee _____ only) for the purchase
of a conveyance and the Central 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 here to that in consideration of the sum of
Rs. _____ paid by the Central Government to the
Borrower (the receipt of which the Borrower hereby acknowledges), the Borrower hereby agrees with the Central
Government (1) to pay to the Central Government the said amount with interest calculated according to the said rules
by monthly deductions from his salary as provided for by the said rules and hereby authorises the Central Government
to make such deductions and (2) to expend, within one month from the date of these presents, the full amount of the
said loan in the purchase of a conveyance or if the actual price paid is less than the loan, to repay the difference to the
Central Government forthwith and to execute a document hypothecating the said conveyance to the Central
Government as security for the amount lent to the Borrower as aforesaid and interest thereon in the form provided by
the said rules. And it is hereby Lastly agreed and declared that if the conveyance has not been purchased and
hypothecated as aforesaid within one month from the date of these presents or if the Borrower within that period
becomes insolvent or ceases to be a member or dies, the whole amount of the loan and interest accrued thereon shall
become due and payable.

In witness whereof the Borrower has hereunto set his hand the day and year first before written.

Signed by the said Shri
In the presence of :

(Signature of Borrower)

Signed by Shri
(Name & designation)

for and on behalf of the
President in the presence of:

(Signature and designation
of the officer)

***FORM - II**

(See Rule 6 of the Members of Parliament (Advance for the purchase of Conveyance) Rules, 1986
Form of Mortgage Bond for Conveyance)

THIS INDENTURE made this _____ day of _____ two thousand _____ BETWEEN _____ (hereinafter called "the Borrower", which expression shall include his heirs, administrators, executors, legal representatives and assignees) of the one part and the President of India (hereinafter called, the Central Government) _____ of the other part; WHEREAS the BORROWER has applied for and has been granted an advance of Rupees _____ to purchase a conveyance in terms of Rules regarding the grant of advances to Members of Parliament for the purchase of conveyance made under the Salary, Allowances and Pension of Members of Parliament Act, 1954 (hereinafter referred to as "the said Rules") AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/would hypothecate the said conveyance to the Central Government as security for the amount lent to the Borrower and WHEREAS the Borrower has purchased with/or partly with, the amount so advanced as aforesaid the conveyance particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Central Government the sum of Rs. _____ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payment of Rs. _____ each on the first day of every month and will pay interest on the sum for the time being remaining due and owing, calculated according to the said Rules and the Borrower doth agree that such payments may be recovered 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 transfer unto the Central Government the conveyance the particulars whereof are set out in the Schedule hereunder written by way of security for the said 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 conveyance and that the same is his absolute property and that he has not pledged and, so long as any money remains payable to the Central Government in respect of the said advance, will not sell, pledge or part with the property in, or possession of, the said conveyance, provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest shall not be paid

*Inserted by GSR 15(E), published in the *Gazette of India, Extraordinary*, Part II, Section 3, Sub-section (i), dated 3rd January, 1986.

or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any times ceases to be a Member or if the Borrower shall sell or Ledge or part with the property in or possession of, the said conveyance 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 Central Government may on the happening of any of the events herein before mentioned seize and take possession of the said conveyance and either remain in possession thereof without removing the same or else may remove and sell the said conveyance either by public auction or private contract and may out of the sale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculated as aforesaid and all costs, 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 personal representatives; PROVIDED FURTHER that the aforesaid power of taking possession or selling of said conveyance shall not prejudice the right of the Central Government to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the conveyance 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 Central Government he, the Borrower will insure and keep insured the said conveyance against loss or damage by fire, theft and accident with an Insurance Company to be approved by the Accountant General that the Motor Insurance Company with whom the said motor vehicle is insured have received notice that the Central Government (President of India) is interested in the Policy AND the Borrower hereby further agrees that he will not permit or suffer the said conveyance to be destroyed or damaged or to deteriorate in a greater degree that it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said conveyance, the Borrower will, forthwith have the same repaired and made good.

- 3 -
THE SCHEDULE

Description of motor vehicle :.....
Maker's Name :.....
Description :.....
No. of Cylinders :.....
Engine Number :.....
Chasis No. :.....
Cost Price :.....

IN WITNESS Whereof the said(Borrower's name) and
..... for and on behalf of the President have
hereunto set their respective hands the day and year first above written.

Signed by the said in the presence of

1.
2.
(Signature of Witnessess) (Signatures and Designation of the Borrowers)

Signed by (Name & Designation)

.....
for and on behalf of the President of India
in the presence of

1.
2.
(Signature of Witnessess) (Signatures and Designation of the Officer)

Name & Designation of the Borrower
.....
.....

FORM - III

(See Rule 9 of the Members of Parliament (Advance for the purchase of Conveyance) Rules, 1986)

Form of the Clause to be inserted in Insurance Policies

1. It is hereby declared and agreed that Shri _____ (the owner of the conveyance hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the conveyance to the Central Government (President of India) as security for advance for the purchase of the conveyance and it is further declared and agreed that the said Government (President) are interested in any moneys which but for this endorsement be payable to the said Shri _____ (the insured under this policy) in respect of the loss or damage to the said conveyance (which loss or damage is not made good by repair, reinstatement or replacement) and such moneys shall be paid to the said Government (President) as long as they are the mortgages of the conveyance and their receipt 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.

*Inserted by GSR 15(E), published in the *Gazette of India, Extraordinary*, Part II, Section 3, Sub-section (i), dated 3rd January, 1986.

