

**THE UTTAR PRADESH STATE LEGISLATURE (HOUSE BUILDING ADVANCE OR
CONVEYANCE ADVANCE TO MEMBERS) RULES, 1987**

(Uttar Pradesh Act NO. 23 of 1980)

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**UTTAR PRADESH SHASAN
SANSADIYA KARYA ANUBHAG-1
No. 740(S)/XVII-1-87-132(1)-S-80
Dated Lucknow, March 20, 1987**

NOTIFIACATION

IN exercise of the powers under section 30 read with section 17-A of the Uttar Pradesh State
Legislature (Members' Emoluments and Pension) Act, 1980, the Governor is pleased to make the

following rules for grant to members of the State Legislature of house building advance for their own residential facility or conveyance advance for purchase of a vehicle.

CHAPTER 1

General

- | | |
|--------------------------|--|
| Short title | 1. These rules may be called the Uttar Pradesh State Legislature (House Building Advance or Conveyance Advance to Members) Rules, 1987. |
| 2. | In these rules, the context otherwise requires- |
| Definitions | <p>(a) "Act" means the Uttar Pradesh State Legislature (Members' Emoluments and Pension) Act, 1980 (U. P. Act no. 23 of 1980);</p> <p>(b) "advance" means house building advance or conveyance advance, as the case may be, that may be sanctioned under these rules;</p> <p>[(c) "ex-member" means a person who had been a member of the Legislative Assembly or the Legislative Council but had ceased to be such member prior to making any application for advance under these rules ;</p> <p>(d) "member" means a sitting member or an ex-member and includes a person to whom re-payable advance has been sanctioned or may be sanctioned under these rules;</p> <p>(e) 'pension' means a pension payable under Chapter VIII of the Act;</p> <p>(f) 'sitting member' means a person who, on the date of making a valid application for advance under these rules is a member of the Legislative Assembly or the Legislative Council.]¹</p> |
| Admissibility
advance | <p>[3. (1) A sitting member may, subject to the provisions of these rules, be granted of repayable advance under section 17-A of the Act either for the construction or purchase of residential accommodation or for the purchase of a vehicle:</p> <p style="padding-left: 40px;">Provided that if the advance granted to any such member under theses rules. for one purpose and the interest due thereon has been repaid, the member may be granted advance for the other purposes.]²</p> <p>(2) An ex-member may subject to the provisions of these rules be granted repayable advance under section 17-A of the Act, for the construction or purchase of residential accommodation provided that -</p> <p style="padding-left: 40px;">(a) he applies for such advance within six months from the date of commencement of the Uttar Pradesh State Legislature (House Building Advance or Conveyance Advance to members) (Second Amendment) Rules, 1989 or within a period of a two years from the date he ceases to be a member of the Assembly or the Council, as the case may be whichever is later.</p> <p style="padding-left: 40px;">(b) he is not above 60 years of age.</p> <p style="padding-left: 40px;">(c) he is entitled to a pension under the sub-section (1) of section 24 of the Act: Provided that such advance may be granted to an ex-member who had made an application for such advance prior to the commencement of the Uttar Pradesh State Legislature (House Building Advance or Conveyance Advance to Members) (Second Amendment) Rules, 1989 irrespective of his age and where such application has been rejected before such commencement, it may be re-considered after making such enquiry as may be considered proper.</p> <p>[(3). If a member, to whom advance has been sanctioned under these rules, refunds the amount of advance together with interest thereon within three months from the date of sanction and again applies for sanction of advance stating reasons therefore, the Principal Secretary, may, after due consideration of the circumstances of the case, resanction the advance subject to the provisions of sub-rule (1) and (2).</p> |

Provided that if a member to whom advance has been sanctioned under these rules refunds within three months from the date of sanction, the amount of advance together with interest thereon and again applies for sanction of advance stating reasons therefor the State Government may, after due consideration of the circumstances of the case, resanction the advance subject to the provisions of sub-rules (1) and (2).]³

[4. The Principal Secretary may in his discretion, refuse to entertain any application for advance under these rules to a person against whom any Government dues are outstanding.]⁴

Sanctioning and Drawing 4. [The Principal Secretary shall be the sanctioning authority in regard to grant of advance. Necessary orders sanctioning advance shall be issued by the and Assembly/Council Secretariat, as the case may be, and the sanctioned amount shall be drawn and disbursed by said Secretariat.]⁵

disbursing authorities of advance

1. Substituted vide notification no 2713-S/1 XVII-89-132(1)S-80 dated 07th September, 1989.

2. Substituted vide notification no 1850/ XVII-S-1-2000-42(S) dated 03rd June, 2000. 3. Substituted vide notification no 2713-S/1 XVII-89-132(1)S-80 dated 07th September, 1989. 4. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.

5. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.

CHAPTER II

House Building Advance

Sanction of 5. [(1) House Building Advance shall be sanctioned for purchase of plot of land advance for from U.P Awas Evam Vikas Parishad or any of the Development Authorities of purchase of land the State and construction of residential accommodation thereon or for purchase of buildings or of constructed house from the said institutions. Certified copy of allotment order construction issued by the Uttar Pradesh Awas Evam Vikas Parishad or any of the of building Development Authority allotting land or House shall be obtained from the member concerned before granting advance.

[(2) House Building Advance may also be sanctioned for construction of residential accommodation on the land held as of right by a member. The member shall furnish satisfactory evidence of this title to such land and it shall be subject to verification by the Principal Secretary.}]²

Registration 6. The amount required to be paid by members for registration of their names with amount the institutions referred to in rule 5 for purchase of plot of land or house shall be borne by them from their own sources.

Maximum amount of advance [7. The maximum amount of House Building Advance to be sanctioned to a member shall be Rs.2,00,000 (Rupees two lakh).]³

Instalment of

[8. House building advance shall be sanctioned in two instalments, the first advance instalment whereof shall not exceed Rs.1,20,000 (Rupees one lac twenty thousand only) or the cost of land and the amount required for completion of work up to plinth level, whichever is less. The rest of the amount shall ordinarily be released in second instalment after receipt of certificate to the satisfaction of the Principal Secretary regarding utilization of the amount of first instalment and mortgage of property (the land and construction thereon) in favour of the Government as security for the entire amount of the advance :

Provided that in case of purchase of a constructed house with land from the Uttar Pradesh Awas Evam Vikas Parishad/Development Authority, the entire

amount of advance may be released in one lump-sum. The amount of advance to be released in such cases, shall be the cost of building with land or Rs. Two lacs only, whichever is less.]⁴

Expenses on

9. The expenditure on stamp on stamp duty and registration shall be deemed to be stamp duty included in the cost of land /house.

and

registration

Execution of [10. (1) Before drawing the amount of first instalment for purchase of land on the agreement amount sanctioned for purchase of house under sub-rule (1) of rule 5, it shall be before incumbent upon the concerned member to execute and submit an agreement draws of Form 1. advance and



mortgage of
land/building

[(2) Within one month of drawing the amount of first instalment sanctioned for purchase of land or the amount sanctioned for purchase of house under sub-rule (1) of rule 5, the land or house shall be duly purchased and mortgage deed in



form II be executed and submitted for mortgaging the said land or building in favour of the Government and within four months from the date of such execution, the mortgage deed shall be got registered and submitted to the Principal Secretary for safe custody and record .]5



Mortgage of [11
land before

Before drawing the amount of first instalment of advance for construction of
residential accomodation sanctioned under sub-rule (2) of rule 5, a mortgage
drawal of
advance deed in



Form II-A shall be executed and submitted for mortgaging the land in

under rule favour of the State Government and the mortgage deed shall be got registered
5(2) and submitted to Principal Secretary for safe custody and record.]⁶

Instalment 12. The advance together, with interest shall be realised in a maximum of 120 of
recovery monthly installments.

Release of 13. After it has been ensured authentically that the entire amount of the advance and



property interest payable thereon has been realised, the property mortgaged as security
for after the advance shall be released from mortgage in appended



Form III.

realization of
advance and
interest

Stamp Duty 14.
for
registration
of
documents

The stamp duty payable for registration of various documents prescribed under these in regard to the house building advance shall be borne by the Government.

[15. xx.....xx]7 Loan from 16. If any
member has already taken a loan for construction of building on his plot of other land
from any other institutions such as Uttar Pradesh Avam Vikas Parishad Co-institutions

Operative Housing Federation, any Development Authority or from any other Public Institution, he may also be granted advance under these rules, subject to the condition that the loan taken from the said institutions is not sufficient for the

construction of the house and in such case the Government shall have ;Second Charge' on land/building.

1. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.
2. Inserted and renumbered vide notification no 219-S/XVII-1-87-132(1) dated 29th July, 1987.
3. Substituted notification no 637/XVII-S-1-97-31-S/97dated 25th June, 1997.
4. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.
5. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.
6. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.
7. Omitted vide notification no 219-S/XVII-1-87-132(1) dated 29th July, 1987.

CHAPTER III

Conveyance Advance

Maximum amount
of conveyance
advance

17 (1) The maximum amount of advance to be sanctioned to any member for purchase of Vehicle (Motor Car or Jeep) shall, subject to the provisions of

section 17-A of the Act, not exceed the actual price of vehicle.

(2) The amount, if any, to be deposited by a member in the account of the dealer for registration for purchase of vehicle, shall be borne by the member himself from his own sources.

Advance in one
installment

18 The amount of conveyance advance shall be released in one lump sum.

Refund of
amount of

19 If the price of the vehicle is less than the sanctioned amount, the balance the amount shall be refunded to Government forthwith.

advance in excess
of the price

Submission of [20 Before drawal of the sanctioned amount, an agreement shall be executed
agreement by the member concerned in



purchase	Form IV and within one month of the drawal and mortgage bond of the sanctioned amount of advance, the member concerned shall	
	the vehicle and execute a mortgage bond in Form V. The agreement and the mortgage bond shall be submitted to the Principal Secretary for safe custody and record.] ¹	
Purchase of vehicle	21	The vehicle shall be purchased in cash and shall not be purchased in in cash only installments or on hire purchase.
Comprehensive insurance of the vehicle	22	The member concerned shall within one month of drawal of the amount of advance, purchase the vehicle, get it insured comprehensively and submit the insurance policy alongwith other connected papers for the perusal of drawing officer.
Instalments of recovery	23	The conveyance advance together with interest thereon shall be realised in a maximum of 120 instalments.

1. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.

CHAPTER IV

Realisation of the amount of House Building/Conveyance Advance and interest thereon and Miscellaneous Provisions

Realisation of from allowances and pension	[24	Realisation of any advance sanctioned under these rules and interest advance payable thereon, shall be made by deducting the required amount by the salary, Principal Secretary from the members from their salary, travelling allowance, daily allowance, compensatory accommodation allowance or any other allowance bill and in case of a person who ceases to be a member or who was not a member at the time, any repayable advance was sanctioned to him, the advance and interest payable thereon shall be realised from the amount of pension payable to him. In case the amount of monthly instalment fixed for realisation of advance/interest exceeds the amount of monthly pension and the amount of other payments, if any, the amount of difference shall be deposited by such person in the concerned receipt head of account of Government and in proof of such deposit a copy of the Treasury Challan shall be made available to Assembly/Council Secretariat, as the case may be, by the 7 th day of every month.] ¹
Realisation of advance from the next following the month of drawal.	25.	The repayment of advance shall begin from the month next following the month of drawal of first instalment of advance sanctioned for purchase of month land or drawal of the amount sanctioned for purchase of house or for purchase of vehicle.
Deposit of balance of advance in one lump sum	26	The members shall be at liberty to deposit in one lump sum, the entire amount balance amount of advance before the period fixed for repayment.
Realisation of interest	27	The realisation of the amount of interest shall begin from the month next following the month in which realisation of the principal amount is completed. Monthly instalment of the amount of interest shall not be less than the amount of instalment of principal amount. The member shall be at liberty to deposit in one lump sum the entire amount of interest.
Rates of interest	28	The rate of interest on the amount of advance and the procedure of calculating the amount of interest rebate in the rate of interest and adjustment of the advance carrying comparatively higher rates of interest, shall be as fixed by the State Government from time to time in regard to house building advance or, as the case may be, conveyance advance to its employees.

Account of repayment	29 The accounts regarding repayment of the advance and realisation of interest payable thereon shall be maintained by the Legislative Assembly/Legislative Council Secretariat, as the case may be. In the case of repayment from pension, the Treasury Officer of the concerned district shall by the 7th day of every month, send a certificate to the Legislative Assembly/Legislative Council Secretariat, as the case may be, to the effect that the instalment of advance or the interest for the concerned month has been realised from the person and that the same has been credited to the relevant receipt head of account of the Government.
Insertion of 29-A	[29 On being completed the recovery of advance and interest payable thereon, A no dues certificate shall be issued by the Assembly/Council Secretariat, as the case may be. In case of no dues certificate mentioning excess recovery of advance and interest thereon, the orders of repayment of excess amount to the member shall be made and action in this regard shall be taken by the Assembly/Council Secretariat, as the case may be, mentioning relevant Grant No, Major head/Sub-major head/Minor head/sub-head/Detailed head under which salary/pension of the said member was/is being drawn. The said Secretariat will draw and disburse the said excess amount to the member concerned by making arrangement of the said amount under standard head '42-other expenditure'.] ²
Realisation in lump sum in	[30. Where a person to whom an advance has been granted has, - (a) died: certain cases (b) ceased to be member of the Assembly or the Council, as the case may be, and is not entitled to any pension ; (c) ceased to be entitled to any pension for any reason whatsoever; (d) not paid regularly the instalments of repayment of advance or interest, as the case may be (and is in arrears of more than six such instalments) ; (e) committed breach of any of the conditions of advance including the condition regarding execution and submission of any of the bonds or deeds as required under these rules; (f) ceased to be a citizen of India; then the entire balance amount, if any of the advance and interest payable thereon, shall become payable atonce to the State Government and may be realized by the Secretary in any manner from the member or his legal representatives, as the case may be.] ³
Utilization of the of advance	[31 The advance shall be utilized for the purpose for which it has been amount sanctioned. The member shall on being required by the Principal Secretary, from time to time furnish proof to the satisfaction of the Principal Secretary to the effect that the amount has been utilized for the purpose for which it has been sanctioned and that he has undisputed right over the property/Vehicle. Utilization of amount otherwise shall be treated as its misuse, and the Principal Secretary may realise in any manner, the entire amount of advance and interest payable thereon in one lump sum.] ⁴ Drawal of the 32 The amount of advance sanctioned under these rules shall be drawn within amount of one month from the date of sanction, or before 31st March next following, advance whichever is earlier, otherwise sanction order shall be treated as cancelled,
Miscellaneous	33 In regard to matters relating to advance not covered by these rules, the

provisions provision as applicable to, and the procedure as adopted in the case of,
Government servants shall apply.

1. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.
2. Inserted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003. 3.
 Substituted notification no 894/XVII-S-1-2002-634(V) S-98 dated 15th June, 2002.
4. Substituted vide notification no 905/XVII-1-2003-S-2002 dated 25th April, 2003.



FORM NO. 1

Form of Agreement to be executed at the time of drawing an advance for the purchase of land on which to construct a house or for the purchase of a ready built House from the U. P. H. D. Board or the Development Authority.

AN AGREEMENT MADE

.....

day of... ..one thousand nine hundred

and.....

corresponding to Saka Samvat the day of

.....19

... ..BETWEEN

Sri/Srimati/Km.....

son/wife/daughter of

.....

resident of

(designation) member or ex-member of State Legislative Assembly/Council (hereinafter called 'the Borrower' which expression shall include his legal representatives and assigns) of the one part and the GOVERNMENT OF UTTAR PRADESH (hereinafter called "the Governor) of the other part;

WHEREAS the Borrower has agreed to purchase for the purpose of erecting a house thereon the piece of land/a ready built house situated in.....in the registration district of subdistrict.....thana.....containing

.....more or less and bounded on the north by.....on the south by.....

....on the east.....and on the west by.....from the U. P. Housing and Development Board or the.....Development Authority... ..for the sum of Rs.....(Rupees.....only);

AND WHEREAS the Borrower has under the provisions of the Uttar Pradesh State Legislature (House Building Advance or Conveyance Advance to Members) Rules, 1987(hereinafter referred as 'the said Rules' which expression shall include any amendments thereof for the time being in force), applied to the Governor for a loan of Rs..... (Rupees.....only) to enable him/her to purchase the said piece of land/for the purchase of the said house with land appurtenant there to and the Governor has agreed to lend the said sum of Rs..... (Rupees.....only) 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 Rupees.....paid by Governor to the Borrower (the receipt of which the Borrower hereby acknowledges) the Borrower hereby agrees with the Governor:

(1) to repay the Governor the said amount with interest calculated according to the said Rules by monthly deductions from his salary, travelling allowance, daily allowance, compensatory accommodation allowance or any other allowance payable to him/her as a member of the State Legislature or from his/her pension or any other amount payable to him/her as provided for by the said Rules and hereby authorizes the Governor to make such deductions and (2) within one month from the date of these presents to expend the full amount of the said loan in the purchase of the said piece of land/ready-built house and if the actual price paid is less than the loan, to repay the difference to the Governor forthwith and (3) to execute a document mortgaging the said piece of land and the house to be erected thereon/ the said ready built house with land appurtenant thereto the Governor 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 FURTHER AGREED that the Borrower shall immediately after he/she has purchased the said piece of land commence and erect thereon a suitable residence for his/her own use AND IT IS HEREBY ALSO AGREED AND DECLARED that if the said piece of

land or the said house has not been purchased and mortgaged 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 of State Legislature due to any reason whatsoever and does not become entitled to pension or does not get or ceases to get pension for any reason whatsoever or fails to pay the repayment instalment of loan or interest thereon on due dates or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable AND the Borrower hereby agrees and declares that the Governor may on the certificate of Secretary Legislative Assembly/Council Uttar Pradesh which shall be final, conclusive and binding on the Borrower, recover all dues hereunder from the Borrower as arrears of land revenue AND it is hereby lastly agreed and declared, that the Governor shall be entitled to recover the balance of the said loan with interest remaining so unpaid from his/her legal representatives and assignee in any manner whatsoever.

IN WITNESS whereof the Borrower has hereunto set his/her hand the day and year first above written.

Signed by the said Borrower.

In the presence of-

()
(Borrower)

(1)

(2)



FORM NO. II

Form of mortgage for house building loan granted to the Members/ex-members or
Legislative Assembly|Legislative Council.

THIS INDENTURE made the day of.....19 corresponding to Saka Samvat
the.....day of 19..... BETWEEN SRI/SRIMATI/KM,
.....son/wife/daughter of permanent resident of P.O. District
(designation) a member/ex-member (as the case may be) of the State Legislative Assembly/Council
(hereinafter called 'the mortgagor which term shall where not repugnant to the context include
his/her heirs executors administrators and assigns) of the one Part and THE GOVERNOR OF UTTAR
PRADESH (hereinafter referred to as 'the mortgagee' which term shall where not repugnant to the
context include his successors in office and assigns) of the other part ; WHEREAS the
mortgagor is entitled to the piece of land hereditaments and premises/house hereinafter described
under a lease from.....Development Authority (name of the Development Authority) or the U.
P. Housing and Development Board, as the case may be, dated for a term of.....years
expiring on subject to a rental of
Rs.....(Rupees.....only) per mensem/annum ;

AND WHEREAS, the mortgagor has applied to the mortgagee for a loan of the sum of Rs.
.....(Rupees..... Only) for the purpose of enabling him to defray the expenses for the
purposes of building a house on the said hereditaments for the purchase of a house from as
a residence suitable for his/her own use.

AND WHEREAS, under the provisions contained in the Uttar Pradesh State Legislature
(House Building Advance or Conveyance Advance to Members) Rules, 1987 (hereinafter referred as
'the said Rules' which expression shall where the context so admits include any amendment thereof
or addition thereto for the time being in force and shall be deemed to form part of these presents)
the mortgagee has agreed to lend and advance to the mortgagor the said sum of Rs.....(Rupees..
...only) in a lump sum (in the instalments mentioned in the Schedule hereto)

Now, THIS INDENTURE WITNESSES that in consideration of the said loan and in pursuance
of the said agreement the mortgagor hereby covenants with the mortgagee to pay the mortgagee the
said principal sum and interest thereon calculated according to the said Rules on or before
the.....day of next and if the loan shall not be repaid on the date will pay interest in
accordance with the said Rules

AND THIS INDENTURE ALSO WITNESSES that for the consideration aforesaid the mortgagor
hereby demises lets and transfers unto the mortgagee ALL THAT piece of land bearing plot no.....
..situated in..... the registration district of.....Sub-district.....thana
containing.....Sq.mtrs. more or less and bounded on the North by.....South
by.....and on the East by.....on the West by.....together with the dwelling-
house and the out offices stables, cook-rooms and out buildings of all kinds used or intended to be
used with the said dwelling house now erected or hereafter to be erected together with all rights,
easements and appurtenances to the same or any of them belonging TO HOLD the said premises
including all erections and buildings erected or hereafter to be erected all the said land unto the
mortgagee, his successors in office and assigns for all the residue now unexpired of the said term of
years granted by the said lease except the last day of the said term PROVIDED ALWAYS that if and
as soon as the said advance made upon the security of these presents and interest thereon calculated
according to the said Rules shall have been repaid by the deduction of monthly instalments from the
salary and other benefits of the mortgagor or from the pension of the mortgagor or if the monthly
amount of pension falls short of the monthly instalment fixed for the repayment of the loan, the
difference shall have been deposited by the mortgagor from his own source of income. In accordance
with the said Rules or by any other means whatsoever the demise hereby made shall be void AND
the mortgagor hereby covenants with the mortgagee that the lease creating the term or estate for
which the said land or house is held by the mortgagor is now a good, valid is in full force, unforfeited
and unsurrendered and

free from encumbrances and shall in nowise become void or voidable and that all the rents reserved thereby and all the covenants, conditions and agreements contained therein and on his/her part to be paid, observed and performed have been paid, observed and performed un to the date of these presents and also that the mortgagor so will at all times so long as any money remains due on the security of these presents pay observe and perform or cause to be paid, observed and performed all the said rents convents, conditions and agreements and will keep the mortgage indemnified against all actions, proceedings, cost charges, claims and demands if any , to be incurred or sustained by the mortgage by reason of the non-payment of the said rents or the non-observance or non-performance of such covenants or conditions or agreements or any of them AND ALSO that the mortgagor now has good right and full powers to demise the said premises to the mortgagee in the manner aforesaid AND that it shall be lawful for the mortgagee to enter into and upon and to hold an enjoy the said demised premises during the terms hereby granted without any interruptions or disturbance by the mortgagor or any person claiming through or in trust for him/her, AND that the mortgagor at the request at any time hereafter of the mortgagee will at his/her own cost execute and do all such assurances things as may be necessary or proper for more effectually vesting the said premises the mortgagee in manner aforesaid as may by the mortgagee be reasonably required PROVIDED ALWAYS and it is hereby agreed and declared that if there shall be any breach by the mortgagor or the covenants on his/her part herein contained or if he/she shall cease to be a member ot the State Legislature due to any reason whatsoever and does not become entitled to pension or does not get or ceases to get pension for any reason whatsoever or fails to pay the repayment instalments of loan or interest thereon or dies before all sums due or payable to the mortgagee on the security of these presents shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to sell the said premises or buildings or any part thereof either together or in parcels and either by public auction or by private contract or to rescind any contract for sale and to resell without being answerable for any loss which may be occasioned thereby or to let the same for any term or period and to do and execute all such acts and assurances for effectuating any such sale and letting the mortgagee shall think fit AND It is hereby declared that the receipt of the Mortgage for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that after any sale of the said premises or any part therof under the aforesaid power the mortgagor shall stand possessed of the premises sold for the last day of the term granted to him/her by the hereinbefore recited least IN trust for the purchaser, his executors, administrators and assigns to be assigned and disposed of as he or they may direct AND it is hereby declared that the mortgagee shall hold any rents, profits, premiums, salami, of moneys arising from the premises or from any such letting or sale as aforesaid UPON trust in the first place thereon to pay all expenses attending such sale or otherwise incurred in relation to this security and in the next place to apply such moneys in or towards satisfaction of moneys for the time being owing on the security of these presents and then to pay the surplus, if any, to the mortgagor. AND the mortgagor hereby agrees and declares that without prejudice to any remedy provided by this deed the mortgage may on the certificate of the Secretary, Legislative Assembly/Council which shall be final, conclusive and binding on the mortgagor, recover all dues hereunder from the mortgagor as arrears of land revenue. AND it is hereby lastly agreed and declared that the mortgagee shall be entitled to recover the balance of the said loan with interest remaining so unpaid from his legal representatives and assigns in any manner whatsoever.

IN WITNESS Whereof the mortgagor has hereunto set his/ her hand the day and year first above written.

2. The stamp duty, if any, payable on the execution of these presents shall be borne and paid by the State Government and the registration charges in respect of these presents shall be borne by the mortgagor.

The schedule herein referred to

Rs.....

on

or

before

.....

Rs..... on or before
.....
Signed by the
mortgagor.
In the presence of-
First Witness.....Second
Witness.....
Address.. . Address
.....
Occupation.....
Occupation.....
The deed should be registered.

NOTE-There must be two witnesses to a mortgage.



FORM NO. II-A

Form of mortgage for house building loan granted to the members/ex-members of Legislative Assembly/Legislative Council who possesses proprietary rights in the land.

THIS INDENTURE made the.....day of.....one thousand nine hundred and..... corresponding to Saka Samvat the day of 19 BETWEEN Sri/Srimati/Km.....son wife daughter of.....permanent resident of P.O. District..... a member/ex-member (as the case may be) of the State Legislative Assembly/ Council (hereinafter referred to as the "mortgagor " which term shall where not repugnant to the context include his/her heirs executors,- administrators and assigns) of the one part: and the GOVERNOR OF UTTAR PRADESH (hereinafter referred to as the "mortgagee" which term shall where not repugnant to the context include his successors-in-office and assigns) of the other part.

WIEREAS- the mortgagor is absolutely seized and possessed of or otherwise well entitled to the land, hereditaments and premises hereinafter described and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as the said hereditaments):

AND WHEREAS, the mortgagor has appled to the mortgagee for an advance of the sum of Rs.....(Rupees only) for the purpose of enabling him to defray the expenses for the purposes of building a house on the said hereditaments as a suitable residence for his/her own use:

AND WHEREAS under the provisions contained in the Uttar Pradesh State Legislature (House Building Advance or Conveyance Advance to Members) Rules, 1987 (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 inforce and shall be deemed to form part of these presents), the mortgagee has agreed to lend and advance to the mortgagor the said sum of Rs..... (Rupees only) payable as follows that is to say the sum of Rs.....on execution of these presents and the balance (unless and until the power of sale applicable hereto shall have become exercisable) after furnishing necessary proof of utilization of the amount advanced) previously.

Now THIS INDENTURE WITNESSES that in pursuance of the said agreement and in consideration of the sum of Rs.....(Rupees.....only) paid on the execution of these presents to the mortgagor by the mortgagee the receipt where of the mortgagor hereby acknowledges (and the balance sum of Rs. to be paid in the manner herein above specified for the purpose of enabling the mortgagor to defray the herein before recited expenses the mortgagor hereby covenants with the mortgagee to repay to the mortgagee the said sum of Rs (and such further sums as shall after be paid by the mortgagee to the mortgagor pursuant to therein-after before recited agreement in that behalf) and interest thereon calculated according to the said Rules on or before the.....day of next and if the loan shall not be repaid on that date will pay interest in accordance with the said Rules.

AND THIS INDRNTURIE, ALSO WITNESSES that for consideration aforesaid he the mortgagor hereby conveys, transfers and assures on to the mortgagee ALL that piece of land situated in the district of..... registration district of sub-registration district of..... containing.....sq. mtrs. more or less now in the occupation of the mortgagor and bounded on the North by.....on the South by on East by..... and West by..... together with the together with the dwelling house and the out-office stables cook-rooms and out-buildings now erected or hereafter to be erected on the said piece of land together with all rights, easements appurtenances to the said hereditaments any of them belonging TO HOLD the said with their hereditaments appurtenances including all erections and buildings hereafter erected and built on the said piece of land unto and to the use of the mortgagee absolutely subject to the provision for redemption hereinafter contained. PROVIDED ALWAYS that if and as soon as the said advance made upon the security of these presents shall have been repaid and interest thereon paid calculated according to the said Rules by the deduction of monthly instalments of salary and other benefits of the mortgagor or from the pension of the mortgagor or if the monthly amount of

pension falls short of the monthly instalments fixed for the repayment of the loan the difference shall have

been deposited by the mortgagor from his/her own source of income in accordance with the said Rules or by any other means whatsoever then and in such case the mortgagee will upon the request and at the cost of the mortgagor reconvey, retransfer or reassure the said hereditaments unto and to the use of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his/her part herein contained or if he/she shall cease to be a member of the State Legislature due to any reason whatsoever and does not become entitled to pension or does not get or ceases to get pension for any reason whatsoever or fails to pay the repayment instalments of the loan and interest thereon or dies before all sums due to payable to the mortgagee on the security of these presents shall have been fully paid off then and 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 contracts with power to rescind any contract for sale and to re-sell without being answerable for any loss which may be occasioned thereby AND to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit AND it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND it is hereby declared that the mortgagee shall hold the moneys to arise from any 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 satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any), to mortgagor AND the mortgagor hereby agrees and declares that without prejudice to any remedy provided by this deed the Mortgagee may on the certificate of the Secretary, Legislative Assembly/Council which shall be final, conclusive and binding on mortgagor, recover all the dues hereunder from the mortgagor, as arrears of land revenue. AND it is hereby also agreed and declared that the mortgagee shall be entitled to recover the balance of the said loan with interest remaining so unpaid from the legal representatives and assigns of the mortgagor in any manner whatsoever. It is hereby agreed and declared that the said Rules shall be deemed and taken to be part of those presents.

The mortgagor hereby lastly covenants with the Mortgagee that he 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.

IN WITNESS WHEREOF, the mortgagor has hereunto set his/her hand the day and year first above-written.

2. The stamp duty, if any payable on the execution of these presents shall be borne and paid by the State Government and the registration charges in respect of these presents shall be borne by the mortgagor.

Signed by the said (mortgagor).

In the presence of-

1st witness :

Address.....

Occupation.....

2nd witness :

Address.....

Occupation.....

(The deed should be registered)

NOTE- There must be two witnesses to a mortgage."

FORM NO.

FORM NO. III

Form of Re-conveyance for house Building Loan

THIS INDENTURE made the.....day of....19.....corresponding to Saka Samvat the..... day of....19.....BETWEEN the GOVERNOR OF UTTAR PRADESH (here after called 'the Governor') of the one part AND.....Son/wife/daughter of Sri.....resident of.....(designation) (member or ex-member of State Legislative Assembly/ Council) hereinafter called "the mortgagor" of the other part is supplemental to an Indenture of mortgage, dated the.....day.....19.....and made BETWEEN the mortgagor of the one part and the Governor of the other part and registered on the.....day of.....19:.....at the office of the Sub-Registrar..... in Book.....Volume.....Pages.....Volume.....Pages.....to.....as no.....for.....(hereinafter called. called "the PRINCIPAL INDENTURE").

WAEREAS ALL moneys viz. Rs. . . . (Rupees.....only) as principal and interest due and owing on the security of the PRINCIPAL INNDENTURE have been fully paid and satisfied and the Governor has accordingly at the request of the mortgagor agreed to execute such re-conveyance of the mortgaged premises in the written INDENTURE comprised as is hereinafter contained.

NOW THIS INENTURE WITNESSES that in pursuance of the said agreement and in consideration of the premises, the Governor hereby grants assigns and re-conveys unto the mortgagor his/her heirs, executors administrators and assigns ALL THAT the piece of land situate in the containing..... more or less bounded on the North by..... on the South by..... on the East by..... on the West by..... together with the dwelling house and out-offices, stables cook-rooms and out-building thereon AND ALL and singular other the premises in the PRINCIPAL INDENTURE comprised or expressed to be thereby assured or which now are by any means vested in the Governor subject redemption under or by virtue of the PRINCIPAL INDENTURE with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right, title, interest, property, claim and demand whatsoever of the Governor into, out of or upon, the same premises by virtue of the PRINCIPAL INDENTURE to have and to held the premises hereinbefore expressed to be thereby granted, assigned and re-conveyed unto and to the use of the mortgagor his/her heirs, executor, administrators and assigns for ever freed and discharged from all moneys intended to be secured by the PRINCIPAL INDENTURE and from all actions suits, accounts- claims and demands for, or in respect of the said moneys or any part thereof or for or, in respect of the PRINCIPAL INDENTURE or of anything relating to the premises AND the Governor hereby covenants with the mortgagor, his/her heirs, executors, administrators and assigns that the Governor has not done knowingly suffered or been partly or privy to anything whereby the said premises or/any part thereof, are/is, or can be impeached encumbered or affected in title estate or otherwise howsoever.

IN WITNESS whereof the parties here to have hereunto set their hands and seals the day and year first above written.

2. The stamp duty, if any, payable on these presents shall be borne and paid by the Government.

Signed, sealed and delivered by.....behalf of the Governor of Uttar Pradesh in the presence of -

(1)

(2)

FORM NO IV

(See RULE 19)

Form of agreement to be executed at the time of taking advance for
purchase of conveyance

AN AGREEMENT made.....day of..... one thousand nine hundred and
.....corresponding to Saka Samvat the.....day
of.....19..... BETWEEN Sri/Srimati/Km..... son of/ wife of/ daughter
of..... resident of.....(designation), member/ex-member of the
State Legislative Assembly/Council (hereinafter called 'the Borrower' which expression shall
include his/her legal representatives and assignees) of the one part and THE GOVERNOR OF
UTTAR PRADESH (hereinafter called 'the Governor') of the other part.

WHEREAS the Borrower has under the provisions of the Uttar Pradesh State Legislature
(House Building or Conveyance Advance to Members) Rules, 1987 (hereinafter referred to as the
said Rules which expression shall include any amendments thereof for the time being force), applied
to the Governor for a loan of Rs..... (Rupees.....only) for the purchase of a
Motor Car/Jeep and the Governor has agreed to lend the said amount to the Borrower on the term
and conditions hereinafter contained.

NOW, IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of
Rs..... (Rupees.....only) paid by the Governor to the Borrower (the receipt of
which Borrower here by acknowledges) the Borrower hereby agrees with the Governor (1) to pay
the Governor the said amount with interest calculated according to the said Rules by monthly
deductions from his salary, travelling allowance, daily allowance, compensatory
accommodation allowance and any other allowances payable to him/her as member of State
Legislature or from his pension or any other amount payable to him/her, as provided for by the said
Rules and hereby authorizes the Governor to make deductions and (2) within one month from the
date of these presents to expend the full amount of the said loan in the purchase of a Motor Car/Jeep
or if the actual price paid is less than the loan to repay the differences to the Governor forthwith and
(3) to execute a document hypothecating the said Motor Car/Jeep to the Governor 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 FURTHER AGREED AND DECLARED THAT if the Motor Car/Jeep 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 of the State
Legislature due to any reason whatsoever and does not become entitled to pension or does not get
or ceases to get pension for any reason whatsoever or fails to pay the repayment instalment of loan
or interest thereon or dies the whole amount of the loan and interest accrued thereon shall
immediately become due and payable AND the Borrower hereby agrees and declares that the
Governor may, on the certificate of the Secretary, Legislative Assembly/Legislative Council, which
shall be final,
conclusive and binding to the Borrower, recover all dues hereunder from the Borrower as arrears of
land revenue. AND IT IS HEREBY LASTLY AGREED and declared that the Governor shall be entitled
to recover the balance of the said advance with interest remaining unpaid from his legal
representatives and assigns in any manner whatsoever.

IN WITNESS whereof the Borrower has hereunto set his hand the day and year first above written.

Signed by the said:

In the presence of

(Names with Address)

1..... 2.....

FORM V

Form of Mortgage Bond for Motor Car/ Jeep Advance

THIS INDENTURE made this day of one thousand nine hundred and.....corresponding to Saka Samvat the day of 19..... BETWEEN Sri/Srimati/Km.....son of/wife of/daughter of.....resident of (designation) member/ex-member of State Legislative Assembly/Council (hereinafter called "the Borrower") of the one part and THE GOVERNOR OF UTTAR PRADESH (hereinafter called "the Governor") of the other part.

WHEREAS, the Borrower has applied/applied for and has been granted an advance of Rs.....(Rupees.....only) to purchase a Motor Car/Jeep (hereinafter referred to as 'the said Conveyance' on the terms of the Uttar Pradesh State Legislature (House Building Advance or conveyance Advance to Members) Rules, 1987 (hereinafter referred to as "the said Rules" which expression shall include any amendment thereof or additions thereto for the time being in force :

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 Governor 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 said conveyance particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSES that in pursuance of the said agreement and for the consideration aforesaid the Borrower hereby covenants to pay to the Governor the sum of Rs.....(Rupees.....only) aforesaid by equal payments of Rs..... on the first day of every month and will pay interest on the sum for time being remaining due and owing calculated according to the said Rules and the Borrower agrees that such payments may be recovered by monthly deductions from his/her salary and other allowances in the manner provided by the said Rules, and in further pursuance of the said agreement the Borrower hereby assigns and transfers upto the Governor the said conveyance the particulars whereof are set out in the Schedule hereunder written by way or 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/she has paid in full the purchase price of the said conveyance and that the same is his/her absolute property and that he /she has not pledged and so long as any moneys remain payable to the Governor 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 or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall cease to be a member of the State Legislature due to any reason whatsoever and does not become entitled to pension or does not get or ceases to get pension for any reason whatsoever or fails to pay the repayment instalment of loan or interest there on or dies or if the Borrower shall sell or pledge or part with the property in or possession of the said conveyance or become insolvent or make any composition or arrangement with his/her 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 calculated as aforesaid shall forthwith become payable AND IT IS HEREBY AGREED and declared that the Governor may on the happening of any of the events hereinbefore 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 and the said conveyance either by public auction or private contract and may out of the sale moneys 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 his rights hereunder and shall pay over the surplus, if any, to the Borrower, his/her executors, administrators or personal representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said conveyance shall not prejudice the right of the Governor, to sue the Borrower or his/her personal representatives for the said balance

remaining due and interest or in the case of the said 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 Governor he/she, the Borrower, will insure and keep insured the said conveyance

against loss or damage by fire, theft or accident with an Insurance Company to be approved by the Accountant-General, Uttar Pradesh, and will produce evidence to the satisfaction of the Accountant-General that the Motor Insurance Company with whom the said conveyance is insured have received notice, that the Governor is interested in the policy AND the Borrower hereby further agrees that he will not permit or suffer the said conveyance to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear there of 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. AND the Borrower hereby also agrees and declares that the Governor may, on the certificate of the Secretary, Legislative Assembly/ Legislative Council which shall be final, conclusive and binding on the Borrower, recover all dues hereunder from the Borrower as arrears of land revenue.

IN WITNESS whereof the said..... (Borrower) hath hereunto set his/her hand the day and the year first above written.



THE SCHEDULE

Description of conveyance.

Makers' name.

Description.

Number of cylinders.

Engine number.

Chasis number.

Cost price.

Signed by the Borrower.

Two witnesses

In the presence of--.

(1) and

(2).....

By order,
S. N. SAHAY,
Sachiv

