

MOTOR CAR/MOTOR CYCLE/ SCOOTER/MOPED

1.	Form of Application by a Government Employee for an advance for the purchase of a Motor Car/Motor Cycle/ Scooter/Moped.	<u>FORM No-2</u> Rule Para- (4)
2.	Agreement Bond	<u>FORM No-3</u> Rule Para-(4)
3.	Form of Mortgage Bond for a Motor Car/Motor Cycle/ Scooter/Moped. On account of which a Government Employee has drawn an advance.	<u>FORM No-4</u> Rule, Para-13
4.	Form of letter intimating to the insurance company, the Andhra Pradesh Government's interest in the Motor Car/Motor Cycle/ Scooter/Moped. .	<u>FORM No-5</u> Para N0-5 (Para-11 (b) (iii))
5.	Utilization Certificate	
6.	Form of Reconveyance of Mortgaged Vehicle	<u>FORM NO-6</u> Para-13

FORM No-2
(Para-4)

Form of application by a Government employee for an advance for the purchase of a Motor Car/Motor Cycle/Scooter/Moped.

1.	Name of the applicant (in Block Letters)		
2.	Designation of the applicant and office in which employed.		
3.	a.	Whether permanent, if so the particulars of the permanent post.	
	b.	If not permanent, whether he is an approved probationer and if so, the name of the post and the date from which he has been declared as an approved probationer.	
	c.	Total period of Regular Service	
4.	Date of Birth		
5.	Date of retirement on superannuation.		
6.	Scale of Pay of the present post		
7.	Basic Pay in the present post (as defined under Fundamental Rule-9 (21) (a) (i))		
8.	a.	Amount of gross salary (i.e., Pay + allowances)	
	b	Total amount of deductions from the pay bill	
9.	a	Whether the advance applied for is the first one.	
	b	If, not:	
		i) Amount of previous advance	
		ii) Number and date of order in which such advance was sanctioned.	
		iii) Date of drawal of such advance	
		iv) Whether any amount of such advance is outstanding repayment (principal and interest to be shown separately).	
		v) In case it is fully repaid whether the clearance certificate has been obtained from the Accountant General.	

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10.	a	If the Motor Car/Motor Cycle/Scooter/Moped is to be purchased in the open market name of the agency and the place of delivery (if possible).	
	b	Are any negotiations or preliminary enquires being made to facilitate delivery of Motor Car/Motor Cycle/Scooter/Moped within one month from the date of drawal of the advance.	
	c	Anticipated price of the Motor Car/Motor Cycle/Scooter/Moped.	
11.	i)	Whether the employee is/or was in possession of Motor Car/Motor Cycle/Scooter/Moped.	
	ii)	If so the amount or the anticipated amount of the sale-proceeds of the Motor Car/Motor Cycle/Scooter/Moped.	
12.		Amount of advance applied for.	
13.		Number of monthly installments in which the advance may be recovered.	

I hereby declare that the particulars furnished above are true to the best of my knowledge and belief.

I have not taken delivery of the Motor Car/Motor Cycle/Scooter/Moped on account of which I apply for the advance shall complete the payment and take possession of Motor Car/Motor Cycle/Scooter/Moped before the expiry of one month from the date of drawal of the advance, and I shall insure it immediately.

Station:

Signature of Applicant

Date:

TO BE FILLED UP BY THE HEAD OF THE OFFICE

1.	Whether the applicant is eligible for the advance applied for (Persons under suspension are not eligible)	
2.	If so, the maximum amount of advance to which the applicant is eligible.	
3.	Amount of advance recommended.	
4.	Number of installments in which the advance should be recovered.	
5.	Whether any charges are pending against the applicant or surety.	

Certified that the particulars regarding the applicant's service, Pay and previous advance have been checked up with his/her Service Register, Pay Bills etc., and found to be correct.

Station.

Date.

Signature and Designation
of the Head of the office.

FORM NO. 3

(Para-4)

Form of Agreement to be executed at the time of drawing an advance for the purchase of a Motor Car/Motor Cycle/Scooter/Moped.

(This form has to be used when it is proposed to purchase after receipt of the advance).

An Agreement made thisday ofone thousand nine hundred andbetweenof(hereinafter called the Borrower) which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Andhra Pradesh on the other part.

Whereas the borrower has applied to the Governor of Andhra Pradesh (hereinafter called the Government) for a loan of Rs.for the purchase of a Motor Car/Motor Cycle/Scooter/Moped one the terms and conditions hereinafter contained and whereas the application of the borrower for the said loan is being considered by the Government. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs.to be aid by the Government in the Borrower if any when the Government sanction the said loan, the Borrower hereby agrees (1) to pay the Government the said amount with interest calculated in accordance with the rates to be specified in the sanction order by monthly deductions from his salary and hereby authorize the Government to make such deductions. (2) to expend the full amount of the said advance within one month from the date of drawal of the advance for the purchase of a motor Car/ Motor Cycle /Scooter/Moped or if the actual price paid is less than the advance, to repay the difference to the Government forth with and (3) to execute a document hypothecating the said Motor Car/Motor Cycle/Scooter/Moped to the Government as security for the amount lent to the borrower as aforesaid and interest in the form prescribed and it is hereby lastly agreed and declared that if the Motor Car/Motor Cycle/Scooter/Moped has not been purchased and hypothecated as aforesaid within one month from the drawal of the advance or if the borrower within that period becomes insolvent or quits the service of the Government or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower andfor and on behalf of the Governor of the Andhra Pradesh have hereunto set their hands.

Signed by the said.....

In the presence of
(Signature of Witnesses)

(Signature and Designation
of the Borrower)

- 1.
- 2.

Signed by

(Name and Designation of the Officer).

(for and on behalf of the Governor of Andhra Pradesh)

In the presence of
(Signature of Witnesses)

(Signature and Designation
of the Officer)

FORM NO.3.
(Para-4)

Form of Agreement to be executed at the time of drawing an advance for the purchase of a Motor Car/Motor Cycle/Scooter/Moped.

(This form has to be used when it is proposed to purchase after receipt of the advance)

An Agreement made thisday of.....one thousand nine hundred andbetweenof..... which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Andhra Pradesh on the other part.

Whereas the borrower has applied to the Government of Andhra Pradesh (hereinafter called the Government) for a loan of Rs.....for the purchase of a Motor Car/Motor Cycle/Scooter/Moped on the terms and conditions hereinafter contained and whereas the application of the borrower for the said loan is being considered by the Government. Now it is hereby agreed between the parties hereto that in consideration of the sum of Rs.....to be paid by the Government to the Borrower if any when the Government sanction the said loan, the Borrower hereby agrees (1) to pay the Government the said amount with interest calculated in accordance with the rates to be specified in the sanction order by monthly deductions from his salary and hereby authorize the Government to make such deductions, (2) to expend the full amount of the said advance within one month from the date of drawal of the advance for the purchase of a Motor Car/Motor Cycle/Scooter/Moped or if the actual price paid is less than the advance, to repay the difference to the Government forth with and (3) to execute a document hypothecating the said Motor Car/Motor Cycle/Scooter/Moped to the Government as security for the amount lent to the aforesaid and interest in the form prescribed and it is hereby lastly agreed and declared that if the Motor Car/Motor Cycle/Scooter/Moped has not been purchased and hypothecated as aforesaid within one month from the date of drawal of the advance or if the borrower within that period becomes insolvent or quits the service of the Government or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Borrower andfor and on behalf of the Governor of Andhra Pradesh have hereunto set their hands.

Signed by the said

In the presence of
(Signature of Witnesses)

(Signature and Designation
of the Borrower)

- 1.
- 2.

Signed by

(Name and Designation of the Officer)
(for and on behalf of the Governor of Andhra Pradesh)

In the presence of
(Signature of Witnesses)

(Signature and Designation
of the Officer)

- 1.
- 2.

FORM NO.4.
(Para-11 (a) (1))

Form of Mortgage Bond for a Motor Car/Motor Cycle/Scooter/Moped on account of which a Government employee has drawn an advance.

This indenture made on thisday ofOne thousand and Nine hundred andbetween(hereinafter called the Borrower, which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Andhra Pradesh of the other part.

Whereas the Borrower has applied for and has been granted ad advance of Rupeesto purchase a Motor Car/Motor Cycle/Scooter/Moped on the terms and whereas one of the conditions upon which the said advance has been granted to the Borrower is that the Borrower will hypothecate the said Motor Car/Motor Cycle/Scooter/Moped to the Government of Andhra Pradesh (hereinafter called the Government) as a 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 Motor Car/Motor Cycle/Scooter/Moped particulars whereof are set out in the schedule hereunder written.

Now this indenture witnesses that in purchase of the said agreement and for the consideration aforesaid, the Borrower, doth hereby covenant to pay to the Government the sum of Rs.....aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs.....each on the first working day of every month and will pay interest on the sum for the time being remaining due and owing and the borrower, doth agree that such payments may be recovered by monthly deductions from his salary and in further purchase of the said agreement the Borrower, doth hereby assign and transfer unto the Government, the Motor Car/Motor Cycle/Scooter/Moped the particulars whereof are set out in the schedule hereunto written by way of security for the said advance and the interest thereon.

And the Borrower, doth hereby agree and declare that he ;has paid in full the purchase price of the said Motor Car/Motor Cycle/Scooter/Moped and that the same is his absolute property and that he has not pledged and so long as any moneys remain payable to the Government in respect of the said advance, will not sell, pledge or part with the property in or possession of the said Motor Car/Motor Cycle/Scooter/Moped, provided always and it is hereby agreed and declared that if any of the said installments 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 if at any time cease to be in the service of the Government or if the borrower shall sell or pledge or part with the property in or possession of the said Motor Car/Motor Cycle/Scooter/Moped or becomes insolvent or makes any arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower, the

whole of the said principal sum which shall then be remaining due and unpaid together with interest thereon shall forthwith become payable, and it is hereby agreed and declared that ;the Government may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Car/Motor Cycle/Scooter/Moped and either remain in possession of the said Motor Car/Motor Cycle/Scooter/Moped and either remain in possession hereof without removing the same or else may remove and sell the said Motor Car/Motor Cycle/Scooter/Moped either by public auction or private contract and may out of the sale proceeds remain the balance of the said advance then remaining, unpaid and any interest due thereon and all costs charges, expenses and payments properly ;incurred or made in maintaining or defending or realizing their 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 the said Motor Car/Motor Cycle/Scooter/Moped shall not prejudice the right of the Government to use the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Car/Motor Cycle/Scooter/Moped 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, he, the Borrower will insure and keep insured the said Motor Car/Motor Cycle/Scooter/Moped against damage by fire, theft or accident with an insurance company and will produce evidence to the satisfaction of the Head of the Department, that the insurance company with whom the said Motor Car/Motor Cycle/Scooter/Moped is insured have received notice that the Government are interested in policy and the Borrower hereby further agrees that he will not permit or suffer the said Motor Car/Motor Cycle/Scooter/Moped to be destroyed or injured or to deteriorate in a 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/Motor Cycle/Scooter/Moped the Borrower will forthwith have the same repaired and made good.

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SCHEDULE

Description of Motor Car/Motor Cycle/Scooter/Moped:

Maker's Name:

Description:

Number of Cylinders:

Engine Number.

Chassis Number.

Cost Price.

In witness whereof the said (Borrower's name) and for and on behalf of the Governor of Andhra Pradesh have hereunto set their respective hands.

Signed by the said..... in the presence of

(Signature of witnesses)

(Signature and Designation
Of the Borrower)

1.

2.

Signed by

In the presence of

(Name and Designation)

(Signature of witnesses)

(Signature and Designation
of the Officer)

1.

2.

FORM NO.-5
(Para-11 (b) (iii))

Form of letter intimating to the insurance company, the Andhra Pradesh Government's interest in the Motor Car/Motor Cycle/Scooter/Moped.

From.....

To.....

Dear Sir,

I am to inform you that the Government of Andhra Pradesh are interested in the Motor Car/Motor Cycle/Scooter/Moped insurance policy No.....secured in your company and to request that you will kindly insert a clause to the following effect in policy.

Form of clause to be inserted in the insurance policy"

1. It is hereby declared and agreed that Sri(the owner of the Motor Car/Motor Cycle/Scooter/Moped, hereinafter referred to as the insured in the schedule to this policy) has hypothecated the Motor Car/Motor Cycle/Scooter/Moped to Government of Andhra Pradesh (hereinafter called the Government) as security for an advance for the purchase of the Motor Car/Motor Cycle/Scooter/Moped it is further declared and agreed that the Government are interested in any moneys which would, but for this endorsement, be payable to the said Sri(the insured under this policy) in respect of the loss or damage to the said Motor Car/Motor Cycle/Scooter/Moped (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 he is the mortgagee of the Motor Car/Motor Cycle/Scooter/Moped and his 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 effect 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.

Station:

Yours faithfully,

Dated:

**FORM NO-6
(Para-13)**

Form of Reconveyance of Mortgaged Vehicle

This deed of reconveyance is made theday of.....between the Governor of Andhra Pradesh (herein after called the Mortgagee which expression shall, unless excluded by or repugnant to the subject or context, include his successors in office and assigns) of the one part and(hereinafter called the Mortgage, which expression shall, unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

Whereas by an indenture of Mortgage dated thedayand made between the mortgagor of the one part and the Mortgage of the other part and registered atin BookVolumepages.....at Nos.....for(hereinafter called the Principal Indenture) the Mortgage by the said Principal indenture mortgaged the property atmore particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs.....made by the Mortgagee to the Mortgagor.

And whereas all money due and owing on the security of the Principal Indenture have been fully paid and satisfied and the mortgagee has accordingly at the request of the mortgagor agreed to execute a reconveyance of the mortgaged vehicle as is hereinafter contained. Now this Indenture witnesses that in pursuance of the said agreement and the consider of the vehicle the mortgagee doth hereby grant, assign and reconvey unto the mortgagor all that the vehicle and comprised in the said Principal indenture and more particularly described in the Schedule hereunder written; with their rights as in the Principal Indenture expressed and all the right, title, interest, claims and demand whatsoever of the mortgagee into, out of or upon the said vehicle by virtue of the Principal Indenture, to have, and to hold the vehicle herein before expressed to be hereby granted, assigned and reconveyed into and to the use of the Mortgagor, for ever, freed and discharged from all moneys intended to be secured by the said 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 in respect of the principal indenture or of anything relating to the vehicle and the mortgagee hereby covenants with the mortgagor that the mortgagee has not done or knowing suffered or been partly or privy to anything whereby the said vehicle is or can be impeached, encumbered or effected in the title or otherwise howsoever.

SCHEDULE

Description of the Motor Car/
Motor Cycle/Scooter/Moped.

Maker's Name,

Description:

Number of Cylinders.

Engine Number:

Chassis Number

Cost Price

In witness whereof the mortgagee has caused on his behalf to set his hand the day and year first above written.

Signed by Sri..... For and on behalf of the Mortgagee in the presence of the following witnesses.

1.

2.

Station:

Signature and designation
of the officer.

Date: