To
The Secretary,
Legislature Secretariat,
Andhra Pradesh.

Sir,


****

I want to purchase a Car for my convenience to have tours in my Constituency.

Therefore, I Request you to accord sanction for an amount of Rs.20,00,000/- (Rupees twenty Lakhs only ) as an advance to purchase a car under Andhra Pradesh Legislator’s Motor Car Advance Rules 1991.

Yours Sincerely,

Amaravathi,
Dt:

Name of the Member:
(IN BLOCK LETTERS)

Name of the Constituency:
FORM OF MORTGAGE BOND FOR A MOTOR CAR/CYCLE AND ON ACCOUNT OF WHICH A GOVERNMENT SERVANT HAS DRAWN AN ADVANCE.

THIS INDENTURE made this .......... day of two thousand .......... BETWEEN
(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 an advance of Rupees .......... to purchase a Motor Car/Cycle on the terms of Article 230/231 of the Andhra Pradesh Financial Code (hereinafter referred to as the said Code which expression shall include any amendments thereof or additions thereto for the time being in force) 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/Cycle 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/Cycle 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 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 day of every month and will pay interest on the sum for the time being due at the rate of six per cent per annum and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said Code, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Government the Motor Car/Cycle particulars whereof are set out in the schedule hereunto written by way of security for the said advance and the interest thereon as required by the said Code.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Car/Cycle 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/Cycle. 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 die or 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/Cycle 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 judgment 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/Cycle and either remain in possession thereof without removing the same or else may remove and sell the said Motor Car/Cycle 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 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 to take possession or selling of the said Motor Car/Cycle shall not prejudice the right of the Government to due the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Car/Cycle 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/Cycle against loss or damage by fire, theft or accident with an insurance company to be approved by the Accountant-General, Andhra Pradesh and will produce evidence to the satisfaction of the Accountant General, Andhra Pradesh that the Motor Insurance Company with whom the said Motor Car/Cycle is insured have received notice that the Government are interested in the POLICY AND THE BORROWER hereby further agrees that he will not permit or suffer the said Motor Car/Cycle 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/Cycle the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Car/Cycle:

Makers Name:

Description:

Number of cylinders:

Engine Number:

Chasis Number:

Cost of 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 Name and designation of the Borrower,

in the presence of

1.

2.

(Signature of witnesses) (Signature and designation of the Borrower)

Signed by (Name and Designation.)

for and on behalf of the Governor of Andhra Pradesh in the presence of

1.

2.

(Signature of witnesses.) (Signature and designation of the Officer.)
RECEIPT

Received by cheque Rs. 20,00,000/- (Rupees twenty Lakhs Only) issued in favour of Sri MLC, from the pay & Accounts Officer, Andhra Pradesh, Amravati, towards Motor Car Advance sanctioned to Sri MLC, Vide G.O.Ms.NO........

Legislature (Members Claims) Secretariat, dt:..............

Token No....................
Cheque No....................

SIGNATURE

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