

NO.FIN(C)A(3)- 5/2009  
GOVERNMENT OF HIMACHAL PRADESH  
FINANCE(REGULATIONS) DEPARTMENT

From

The Principal Secretary(Finance) to the  
Government of Himachal Pradesh.

To

1. All the Administrative Secretaries to the  
Government of Himachal Pradesh.
2. All Heads of Departments in H.P.

Dated Shimla-171002, the

13<sup>th</sup> July, 2011.

SUBJECT:-


HOUSE BUILDING ADVANCE TO GOVT. SERVANTS TO  
ACQUIRE FLATS/HOUSES THROUGH MEMBERSHIP OF CO-  
OPERATIVE GROUP HOUSING SOCIETIES AND FROM  
PRIVATE BUILDERS-FORMAT OF PERSONAL BOND AND  
SURETY BOND.

Sir,

In continuation of this department OM of even number  
dated 19.2.2011 on the subject cited above, I am directed to say that the  
format of Personal Bond and Surety Bond was not prescribed with the OM  
referred to above. Now, the Format of Personal Bond and Surety Bond has  
been prescribed as required vide Para 1 of the said OM which may kindly  
be downloaded from the official website  
[www.himachal.nic.in/Finance/Regulations](http://www.himachal.nic.in/Finance/Regulations).

This may please be brought to the notice of all  
concerned.

Yours faithfully,

  
Deputy Secretary(Finance) to the  
Government of Himachal Pradesh.



**PERSONALBOND**

(To be executed in the case of purchase of ready built-house/Flat  
From Registered Co-operative Societies/Private Builders)

KNOW ALL MEN BY THESE PRESENTS that I .....  
son of Shri..... (hereinafter referred to as "the  
Bounden") am held and firmly bound unto the Governor of Himachal Pradesh exercising  
the executive power of the Government of Himachal Pradesh (hereinafter referred to as  
"the Government") in the sum of Rs..... to be paid to the  
Government for which payment will and truly to be made I bind myself, my heirs,  
executors, administrators and legal representatives by these presents.

SIGNED on the .... day of .....(month) of year two thousand and .....  
WHEREAS THE BOUNDEN applied to the Government for loan of  
Rs ..... (Hereinafter referred to as "the said loan") for the purpose of  
purchase/construction of a residential flat in the building/Society known as and situated  
at.. ..... and more particularly described in the Schedule  
hereunder written and which building is to be transferred shortly to:

The ..... Society Ltd., a Co-operative Society having its registered  
Office At ..... (hereinafter referred to as "the Society") which has  
been duly sanctioned by the Government on the terms and conditions inter alia  
that the Bounden do execute in favour of the Government a bond in the mariner  
hereinafter contained.

NOW THIS BOND IS CONDITIONED TO BE VOID if the Bounden-

(a) duly pays to the Government the said sum of Rupees .....  
within a period of ..... years from the day of  
..... and subsequent installments to be paid in the first week of  
each calendar month, the first of such installments to be paid in the first week of  
..... year ..... and the subsequent installments to  
be paid in the first week of each and every succeeding calendar month thereafter  
and after the Bounden had paid the principal amount of the said loan in regular  
installments as hereinbefore provided, the Bounden duly pays to the Government  
within a further period of ..... years thereafter the amount of  
interest on the diminishing balances of the said loan until payment at the rate of  
percent per annum such interest to be paid by..... equal monthly  
payment of Rs ..... each to the interest that the entire loan and  
interest thereon shall be repaid within a period of ..... years from  
the .....day of .....(month)year two thousand and  
..... provided, however, that if the Bounden fails to pay any  
installments of principal and/or interest on its due date, then and in every such  
case the amount of such installment of principal or interest so in arrears shall bear  
such higher rate of interest at the rate of..... percent, per annum  
and the amount of the each of the said installments of interest shall be

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proportionately increased PROVIDED FURTHER that nothing herein contained shall be construed as a relaxation of Bound obligation to duly and punctually pay the said installments of principal and interest on their respective due dates or otherwise prejudice any right or remedy of the Government.

(b) Within one month from the date of these presents utilizes the amount of each installments of the said loan in the purchase/construction of residential flat in the building known as..... and situated at..... and more particularly described in the Schedule hereunder written.

(c) On transfer being executed in favour of the Bounden of the house or plot, he would mortgage it to the Government of India as security for the loan obtained from the Government of India.

(d) Does not transfer, assign, underlet the said flat or any interest therein or part with possession the Thereof, or transfer or otherwise alienate the said shares/debentures without the previous consent in writing of the Government.

\*(e) So long as the said loan and interest or any part thereof outstanding and if so required by the Government, hand over the share/debentures of the Society to the Government along with properly signed blank transfer forms as further security for the said loan.

IT IS HEREBY AGREED BY THE BOUNDEN as under-

(1) The said loan or the balance thereof for the time being due by the Bounden to the Government and all other moneys due under these presents, shall become immediately payable in each and every of the following events:

(a) If the Bounden fails to pay any installment or repayment of principal on its due date as and when it may become due and payable.

(b) If the Bounden makes default in payment of any installment of interest on its due date as hereinabove provided.

(c) If any distress or execution shall be levied upon any property of the Bounden or a receiver thereof be appointed.

(d) If the Bounden commits a breach of anyone of the said covenants or provisions and on his part to be observed and performed.

(e) If the Bounden dies or retires from or ceases to be in the service of the Government.

(f) If the Bounden presents a petition for being adjudged insolvent or is adjudicated insolvent.

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(2) Government shall have the absolute right and full liberty to deduct every month from the Bounden's salary the amount of monthly installments and appropriate the same towards the said monthly installments in repayment of principal and interest and for the purpose aforesaid the Bounden hereby irrevocably authorize the Government to make such deductions without the necessity of any further consent or concurrence of the Bounden.

(3) In the event of retirement or death before retirement of the Bounden, Government will be entitled to recover the entire unpaid balance of the said loan remaining unpaid at the time of such retirement or death and all unpaid interest thereon from the Gratuity, if any, that may be sanctioned to the Bounden under the service rules applicable to him/her.

(4) Whenever any installment of the principal or interest or any other sum due and payable by the Bounden under these presents shall be in arrears, Government shall be entitled to recover the same as an arrear of land revenue PROVIDED ALWAYS THAT this clause shall not affect any other rights, powers and remedies of the Government.

IN WITNESS WHEREOF the Bounden above mentioned has hereto set his hand the day and year first hereinabove written.

\*THIS SCHEDULE ABOVE REFERRED TO

Signed and delivered by  
SHRI/Smt.....

The Bounden within named in the presence of :

(1).....

(2).....



**SURETY BOND**

( to be executed jointly by two sureties )

(1) KNOW ALL MEN BY THESE PRESENTS THAT I, \_\_\_\_\_  
Son/ daughter /wife of \_\_\_\_\_ resident of \_\_\_\_\_,  
in the District of \_\_\_\_\_ at present employed as a permanent \_\_\_\_\_  
in the \_\_\_\_\_ (hereinafter called "the Surety") am held and firmly bound unto  
the Governor of Himachal Pradesh (hereinafter called "the Government" which expression  
shall unless excluded by or repugnant to the subject or context include his successors in  
office and assigns)in the sum of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) to be paid to the Government FOR WHICH  
PAYMENT TO be well and truly made I hereby bind myself, my heirs, executors,  
administrators and representatives firmly by these presents. As witness my hand this \_\_\_ day  
of \_\_\_\_\_ Two thousand and \_\_\_\_\_.

(2) KNOW ALL MEN BY THESE PRESENTS THAT I, \_\_\_\_\_  
Son/ daughter /wife of \_\_\_\_\_ resident of \_\_\_\_\_,  
in the District of \_\_\_\_\_ at present employed as a permanent \_\_\_\_\_  
in the \_\_\_\_\_ (hereinafter called "the Surety") am held and firmly bound unto  
the Governor of Himachal Pradesh (hereinafter called "the Government" which expression  
shall unless excluded by or repugnant to the subject or context include his successors in  
office and assigns) in the sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) to be paid to the Government FOR WHICH  
PAYMENT TO be well and truly made I hereby bind myself, my heirs, executors,  
administrators and representatives firmly by these presents. As witness my hand this \_\_\_ day  
of \_\_\_\_\_ Two thousand and \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_, son/ daughter/ wife of \_\_\_\_\_,  
resident of \_\_\_\_\_ in District of \_\_\_\_\_ at present employed  
as a temporary/permanent \_\_\_\_\_ in the \_\_\_\_\_ (hereinafter  
called "the Borrower") (but is due to retire on \_\_\_\_\_) applied to the Government for  
an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
only)for the purpose of purchasing land and/or constructing a new house or enlarging living  
accommodation in an existing house/purchasing a ready-built house.

**AND WHEREAS** the Government sanctioned the payment of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) under the Rules framed by the  
Government of Himachal Pradesh to regulate the grant of advance to State Government  
servants building, etc, of house vide the Ministry/Office, Letter No \_\_\_/\_\_\_  
dated \_\_\_/\_\_\_/201\_\_\_, a copy of which is annexed to these presents on the terms and  
conditions set forth therein.

**AND WHEREAS** the Borrower has undertaken to repay the said amount  
in \_\_\_\_\_ monthly installments. **AND WHEREAS** the Borrower has further undertaken to  
Mortgage the house built/purchased with the help of the said amount and to observe the  
provisions of the said rules. **AND WHEREAS** in consideration of the Government having  
agreed to grant the aforesaid advance to the borrower the Surety has agreed to execute the  
above bond with such conditions as hereunder is written.

**NOW THE CONDITION OF THE OBLIGATION** is such that if the said Borrower shall  
while employed in the said or any other Ministry/ Office \_\_\_\_\_ duly  
and regularly pay or cause to be paid to the Government the amount of the aforesaid advance

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owing to the Government by installments until the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be duly paid or mortgages to the Government the house built/purchased referred to above whichever event happens earlier, then this bond shall be void; otherwise the same shall be and remain in full force and virtue. **BUT SO NEVERTHELESS** that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Government, the whole or so much of the said principal sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) together with the interest as shall then remain unpaid shall immediately become due and payable to the Government and recoverable from the Surety in one installment by virtue of this Bond. The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Government to the said Borrower. The stamp-duty payable in respect of these presents shall be borne and paid by the Government.

Signed and delivered by the said \_\_\_\_\_.

(1) Signature of Surety \_\_\_\_\_

Designation \_\_\_\_\_

Office to which attached \_\_\_\_\_

(2) Signature of Surety \_\_\_\_\_

Designation \_\_\_\_\_

Office to which attached \_\_\_\_\_

**In the presence of :**

**1st Witness :**

**Name :**

**Designation :**

**Address :**

**2nd Witness :**

**Name :**

**Designation :**

**Address :**

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(for Official use only)

Signed by Shri \_\_\_\_\_ in the  
Govt. of Himachal Pradesh

\_\_\_\_\_  
(For and behalf of the Governor of Himachal Pradesh)

**In the presence of :**

**1st Witness :**

**Name :**

**Designation :**

**Address :**

**2nd Witness :**

**Name :**

**Designation :**

**Address :**