

FORM IV

[See Rule-29]

Form of Mortgage bond for Motor Vehicle/ Personal Computer – Initial Advance

THIS INDENTURE made this.....day of two thousand andBETWEEN..... (Hereinafter called "the Borrower" which expression shall include his heirs administrator, executors, and legal representatives) of the one part and the PRESIDENT of India (hereafter called the President", which expression shall include his successors and assigns) of the other part WHEREAS the Borrower has applied for and has been granted an advance of Rupees..... to purchase a Motor Vehicle/Computer and / or to pay customs duty in respect of a (the) Motor Vehicle/ Computer on the terms of Rules 21 to 30 of the compendium, of the Central Government (hereinafter referred to as " the said Rules" which expression shall include any amendment thereof or addition thereto for the time being in force) AND WHEREAS one of conditions upon which the said advance has been /was granted to the Borrower is /was that the Borrower will/would hypothecate the said Motor Vehicle/Computer to the president as Security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased and /or paid custom duty with or partly with the amount so advanced as aforesaid the Motor Vehicle/Computer 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 President the sum of Rs.....aforesaid or the balance there of remaining unpaid at the date of these presents by equal payment of Rs.....each on the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated according to the said rules and the Borrower doth agree that such payment may be recovered by monthly deductions from his salary in the manner provided by the said rules or where in the event of his proceeding on deputation out of India for a period exceeding twelve months or of his being transferred to a post outside India , the competent authority has allowed repayment of the amount of advance remaining unpaid and /or interest as aforesaid on the happening of such as event in rupees in India ,the Borrower doth hereby agree to pay to the President such dues by remittance through Bank draft drawn by the 15th of every month in favour of the Accounts Officer in whose books the accounts of the aforesaid advance are kept , and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the President the Motor Vehicle/ Computer the 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 Rules.

And The Borrower doth hereby agree and declare that he has paid in full the purchase price of the said Motor Vehicle /computer and /Or the entire customs duty payable and that the same is his absolute property and that he has not pledged and so long as any money remain payable to the President in respect of the said advance will not sell pledge or part with the property in or possession of the said Motor Vehicle /Computer 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 Government service or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Vehicle /Computer 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 became payable AND IT IS HEREBY AGREED and declared that the president may on the happening of any of the events hereinbefore mentioned seize and the possession of the said Motor Vehicle / Computer and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle /Computer 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 executors, administrators or personal representative PROVIDED FURTHER that aforesaid power of taking possession or selling or said Motor Vehicle/ Computer shall not prejudice the right of the President, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle/Computer being sold the amount by which the net sale proceeds fall short of the amount owing AND THE Borrower here by further agrees that so long as any moneys are remaining due and owing to the president he will not permit or suffer the said Motor Vehicle/Computer 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 the event of any damage or accident happening to the said Motor Vehicle/ Computer the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle/ Computer

Maker's Name

Description

No of Cylinders

Engine Number

Chasis No

Cost Price

IN WITNESS WHERE OF the Mortgagor/ Borrower has hereunto set his hand and Shri.....in the Ministry /Office offor and on behalf of the President of India has hereunto set his hand

Signed by the said

In the presence of

1.

2.....

(Signature of Witness)

(Signature and designation of the Borrower)

Signed by.....

(Name & Designation)

For and on behalf of the President

Of India in the presence of

1.

2.

(Signature of Witness)

(Signature and designation of the Officer)