

FORM IV

Form of Mortgage Bond for Personal Computer¹ – Initial advance

THIS INDENTURE made this ____ day of _____ two thousand and _____ BETWEEN _____ (hereinafter called "the Borrower", which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the PRESIDENT of India (Hereinafter 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 as advance of Rupees _____ to purchase a Personal Computer and/or to pay customs duty in respect of a (the) Motor Vehicle 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 the conditions upon which the said advance has been/was granted to the Borrower is/was that, the Borrower will/would hypothecate the said Personal Computer to the President as Security for the amount lent to the Borrower AND WHEREAS the Borrower has purchased and/or paid customs duty with or partly with the amount so advanced as aforesaid the Personal 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 considerations aforesaid the Borrower doth hereby covenant to pay to the President 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 remaining due and owing calculated according to the said Rules and the Borrower doth agree that such payments 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 an 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 Personal 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 Personal 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 Personal Computer, 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 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 Personal 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 become payable AND IT IS HEREBY AGREED and declared that the President may on the happening of any of the events herein before mentioned seize and take possession of the said Personal Computer and either remain in possession thereof without removing the same or else may remove and sell the said Personal 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 representatives PROVIDED FURTHER that the aforesaid power of taking possession or selling of said Personal 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 Personal Computer 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 President he will not permit or suffer the said Personal 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 in the event of any damage or accident happening to the said Personal Computer, the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Personal Computer -

Cost Price -

IN WITNESS WHEREOF the mortgagor/Borrower has hereunto set his hand and Shri/Smti _____ in the Ministry/Office of _____ for and on behalf of the President of India has hereunto set his hand.

1 Signed by the said

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 President of India in the presence of

3. _____

4. _____

(Signature of Witnesses)

(Signature and designation
of the Officer)