

Form of mortgage bond for motor vehicle-initial advance

THIS INDENTURE made this _____ day of _____
one thousand nine hundred and _____ between
_____ (hereinafter called "the Borrower", which expression Sh. included 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 succession 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 and/or to pay customs duty in respect of a (the)
Motor Vehicle on the terms of Rules 199 to 211 to the General Financial rules, 1963 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 on 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 Motor Vehicle 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 advance as aforesaid the Motor Vehicle Particulars whereof are set out in the Scheduled Hereunder
written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the
considerations aforesaid the Borrower both hereby covenant to pay to the President the sum of
Rs _____ aforesaid 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
both 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 both 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 both hereby assign and transfer unto the President the
Motor Vehicle the particulars where of are set out in the Scheduled hereunto written by way of security
for the said advance and the interest there on as required by the said Rules.

And the Borrower both hereby a fee and declare that he has paid in full the purchase price of
the said Motor/Vehicle and/or the entire customs duty pay old 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-Vehicles PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said
instalments of Principal of the interest shall not be paid or recovered in manner aforesaid within ten
days after the same are due or if the Borrower shall die at any time cease to be in Government service
or if the Borrower shall sell or pledge or part with the priority in or possession of the said Motor
Vehicle or become insolvent or make any composition or
_____ or the balance the remaining unpaid at the
date of these presents by equal payment of Rs. _____ arrangements with his creditors or if any
person shall take proceedings in execution of any decree of judgment against the Borrower the whole
of the said principal sum which shall then be remaining due and unpaid together with interest there on
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 hereinbefore mentioned seize and take
possession of the said motor vehicle and either remain in possession thereof without removing the
same or else may remove and sell the said Motor Vehicle 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 right hereunder and shall pay over the
surplus, if any to the Borrower. His executors, administrators or personal representatives PROVIDE
FURTHER that the aforesaid power of taking possession or selling of the President, to see the
Borrower or his personal representatives for the said balance remaining due and interest or in the case
of the Motor Vehicle being sold the amount by which the sale proceeds fall short of the amount owing
AND THE Borrower hereby further agrees that so long as any moneys are remaining and owing to the
President he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate
by reasonable wear and tear there of AND further that in the event of any damage or accident

happening to the said Motor Vehicle, the Borrower will forthwith have the same repaired and made good:

THE SCHEDULE

Description of Motor Vehicle:

Maker's Name:

Description:

No. of Cylinders:

Engine Number

Chasis No.

Cost Price

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

Signed by the said

_____ in the presence of

1. _____
(Signature of witness)

Signature & Designation
of Borrower.

2. _____
(Signature of Witnesses)

Signed by (Name and designation)

for and on behalf of the President of India in presence of

1. _____

2. _____

(Signature of Witnesses)

Signature and designation of
the Officer.