

**FORM OF MORTGAGE BOND FOR MOTOR CAR/PC –
INITIAL ADVANCE**

FORM GFR 24
(Refer to Rule 207)

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 an advance of Rupees _____ to purchase a Motor Car/PC and/or to pay customs duty in respect of a (the) Motor Car/PC on the terms of Rules 199 to 211 of the General Financial Rules, 1963, of the Central Government (hereinafter referred to as “the said Rules” which expression shall include any amendment thereof or a 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 Motor Car/PC 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 Motor Car/PC 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. In further pursuance of the said agreement, the Borrower doth hereby assign and transfer unto the President the Motor Car/PC 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 Car/PC 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 possess on the said Motor Car/PC, PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments of principal or interest

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shall not be paid or recovered in manner aforesaid within ten days after the same are due if the Borrower shall die at any time, cease to be in Govt. service or if the Borrower of the said Motor Car/PC becomes insolvent or make any composition or arrangement with his creditors or if any person against the Borrower the whole of the said principal sum which 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 event hereinbefore mentioned seize and take possession thereof without removing the same or else may remove and sell the said Motor Car/PC either by public auction or private contract and may out of the dale money retain the balance of the said advance then remaining unpaid and any interest due thereon calculates as aforesaid and all costs, charges, expenses and payments properly incurred or maed 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 Motor Car/PC shall not prejudice the right of the President, to sue the Borrower of his personal representatives for the said balance remaining due and interest or in the case of the Motor Car/PC 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 Motor Car/PC 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/PC, the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Car/PC _____

Maker`s Name _____

Description _____

No.of Cylinders (for car) _____

Engine Number ,, _____

Chassis No. ,, _____

Cost Price _____

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

(Signature and Designation
of the Borrower)

In the Presence of :-

1. _____
2. _____
(Signature of Witnesses)

(Signature, Name & Designation)
for and on behalf of the President of India in the presence of :-

1. _____
2. _____
(Signature of Witnesses)