

**Ministry of Micro, Small and Medium Enterprises
Office of the Development Commissioner (MSME)**

FORM IV (See Rule 29)

**FORM OF MORTGAGE BOND FOR MOTOR VEHICLE/PERSONAL
COMPUTER- INITIAL ADVANCE**

THIS INDENTURE made this.....day of month 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 Rs...../- to purchase a Motor Vehicle/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 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 Vehicle/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 Motor Vehicle/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 Motor Vehicle/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 had paid in full the purchase price of the said Motor Vehicle/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 possession of the said Motor Vehicle, PROVIDEDE ALWAYS and it is hereby agreed and declared that if any of the said installments of the 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/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 than 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 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 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 Vehicle 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 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 Vehicle 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 Vehicle, the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle/Personal Computer

Maker's name :

Description :

No. of Cylinders :

Engine Number :

Chassis Number :

Cost Price Rs. :

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

Signed by the Said (Name and designation of the Borrower)

.....

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

1.....

2.....

(Signature of Witnesses)

(Signature and designation of the Officer)