

तम्बाकू बोर्ड / TOBACCO BOARD

(भारत सरकार, वाणिज्य एवं उद्योग मंत्रालय) / (MINISTRY OF COMMERCE & INDUSTRY, GOVT. OF INDIA)

श्रीनिवास राव तोटा, जी.टी. रोड, पो.बॉ.सं.322 SRINIVASA RAO THOTA, G.T.ROAD, P.B.No.322

गुंटूर GUNTUR-522 004 (A.P)

(अं.प्र.सं 9001-2000 से प्रमाणित संस्थान / An ISO-9000-2001 certified organization)

फार्म-VI

FORM - VI

मोटर कार/मोटर साईकिल/पर्सनल कंप्यूटर को खरीदने के लिए अग्रिम लेने के लिए आवेदन पत्र
APPLICATION FORM FOR AN ADVANCE FOR THE PURCHASE OF
MOTOR CAR / MOTOR CYCLE / PERSONAL COMPUTER

- 1 आवेदक का नाम/Name of the Applicant _____
- 2 आवेदक का पदनाम /Applicant's Designation _____
- 3 जिला व स्थान/District and Station _____
- 4 मूल वेतन/Basic Pay रु Rs. _____
- 5 मोटर कार/मोटर साईकिल/पर्सनल कंप्यूटर की अपेक्षित कीमत/
Anticipated price of Motor Car/ Motor Cycle /
Personal Computer रु Rs. _____
- 6 आवश्यक अग्रिम राशि/Amount of advance required रु Rs. _____
- 7 अतिवर्षिता या सेवा निवृत्ति की तिथि या यदि ठेका अधिकारी हो तो,
ठेके समापन होने की तिथि /Date of superannuation or
retirement or date of expiry of contract in case of
a contract officer.
- 8 अग्रिम की अदायगी, जो कितनी किस्तों में करने की इच्छा
है /Number of installments in which the advance is
desired to be repaid _____
- 9 क्या यदि अग्रिम इसी उद्देश्य के लिए पहले ही लिया गया है, हो तो
/ Whether advance for similar purpose was obtained
previously and if so-
(i) अग्रिम आहरण की तिथि/
date of drawal of the advance _____
(ii) अग्रिम की बाकी राशि और / या ब्याज की अभी तक बाकी राशि,
यादि कोई हो तो/ the amount of advance and / रु Rs. _____
or interest thereon still outstanding, if any
- 10 क्या आपको खरीदने की इच्छा :-
Whether the intention is to purchase
(a) नया या पुराने मोटर कार / मोटर साईकिल / पर्सनल कंप्यूटर
खरीदने की है / a new or an old Motor Car / Motor
Cycle / Personal Computer

(b) यदि कोई सरकार कर्मचारी के साथ कार्यालयीन सम्बन्ध रहने वाले व्यक्ति से मोटार कार/मोटार साइकिल/पर्सनल कंप्यूटर खरीदने का इरादा हो तो, क्या केन्द्रीय सिविल सेवाएँ (आचरण) नियमावली, 1964 के नियम 18(3) के अंतर्गत, सक्षम प्राधिकारी की पूर्व अनुमति आवश्यक है, प्राप्त कर ली गयी है। अनुमति प्राप्त कर लिया है?/ if the intention is to purchase Motor Car / Motor Cycle / Personal Computer from a person having official dealings with the Government servant. whether previous sanction of the Competent Authority has been obtained as required under Rule 18(3) of the Central Civil Services (conduct) Rules, 1964.

11 क्या अधिकारी छुट्टी पर है या छुट्टी पर जाना चाहता है/

Whether the officer is on leave or is about to proceed on leave _ _ _

(a) छुट्टी प्रारंभ होने की तिथि/The date of commencement of leave _____

(b) छुट्टी की समाप्ति की तिथि/The date of expiry of leave _____

12 क्या कोई बातचीत या प्रारंभिक पूछताछ की गयी है, ताकि मोटार कार/मोटार साइकिल / पर्सनल कंप्यूटर की डेलिवरी अग्रिम के आहरण की तिथि से एक महीने के भीतर ली जा सके/ Are any negotiations or preliminary enquiries being made so that delivery may be taken of the Motor Car / Motor Cycle / Personal Computer within one month from the date of drawal of the advance.

13 (a) प्रमाणित किया जाता है कि उपरोक्त सूचना पूर्ण और सही है/ Certified that the information given above is complete and true.

(b) प्रमाणित किया जाता है कि मैं ने मोटार कार/मोटार साइकिल/पर्सनल कंप्यूटर की डेलिवरी नहीं ली है, जिसके कारण अग्रिम के लिए आवेदन कर रहा हूँ, कि मैं उसकी खरीदी की बातचीत पूरी करके, दाम अदा करके, अग्रिम लेने की तिथि से एक माह तक की तिथि समाप्त होने से पूर्व उसकी डेलिवरी करा लूँगा / Certified that I have not taken delivery of the Motor Car / Motor Cycle / Personal Computer on account of which I apply for the advance, that I shall complete negotiations for the purchase of pay finally and take possession of the same before the expiry of one month from the date of drawal of the advance.

तारीख:

DATE: _____

आवेदक का हस्ताक्षर

APPLICANT'S SIGNATURE

EMP NO. _____

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FORM II

FORM OF AGREEMENT TO BE EXECUTED BEFORE DRAWING AND ADVANCE FOR THE PURCHASE OF MOTOR VEHICLE / PERSONAL COMPUTER

AN AGREEMENT made on _____ 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 CHAIRMAN, TOBACCO BOARD (hereinafter called "the Chairman", which expression shall include his successors and assigns) of the other part. WHEREAS the Borrower has under the provisions of the Compendium (hereinafter referred to as the said Rules which expression shall include any amendments thereof for the time being in force), applied to the Chairman for a loan of Rs. _____ for the purchase of a Motor Vehicle / Personal Computer and whereas the Chairman has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained NOW IT IS HEREBY AGREED between the parties hereto that in consideration of the sum of Rs. _____ to be paid by the Chairman to the Borrower, the Borrower hereby agrees with the Chairman (1) to pay the Chairman the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided in the said rules and hereby authorizes the Chairman to make such deductions, and (2) within one month from the date of payment of the said sum to expend the full amount of the said loan in purchase of a motor vehicle / personal Computer or if the actual price paid is less than the loan to repay the difference to the Chairman forthwith, and (3) to execute a document hypothecating the said motor vehicle / Personal Computer to the Chairman as Security for the amount to be lent to the Borrower as aforesaid and interest in the form provided by the said rules and IT IS HEREBY LASTLY AGREED AND DECLARED THAT IF THE MOTOR VEHICLE /PERSONAL COMPUTER has not been purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the Borrower within that period becomes insolvent or quits the service of the Government or dies the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS whereof the Mortgagor / Borrower has hereunto set his hand and
Shri _____ in the Ministry / Office of _____
for and on behalf of the Chairman of Tobacco Board has hereunto set his hand.

Signed by the said in the presence of _____

1.

2.

(Signature of the Witnesses)

Signed by (Name and designation)

.....
(Signature and designation of the Borrower)

for and on behalf of the Chairman, Tobacco Board in the presence of

1.

2.

(Signature of the Witnesses)

.....
(Signature and designation of the Officer)

FORM IV

**FORM OF MORTGAGE BOND FOR MOTOR VEHICLE /
PERSONAL COMPUTER --- 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 CHAIRMAN, TOBACCO BOARD (hereinafter called "the Chairman", 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 / Personal Computer and / or to pay customs duty in respect of a (the) Motor Vehicle / Personal 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 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 Chairman 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 Chairman 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 Chairman 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 Chairman 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 has 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 Chairman in respect of the said advance will not sell, pledge or part with the property in or possession of the said Motor Vehicle / 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 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 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 Chairman may on the happening of any of the events hereinbefore mentioned seize and take possession of the said Motor Vehicle / Personal Computer and either remain in possession thereof without removing the same or else may remove and sell the said Motor Vehicle / Personal Computer either by public auction or private contract any 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 / Personal Computer shall not prejudice the right of the Chairman, to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the Motor Vehicle / 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 Chairman he will not permit or suffer the said Motor Vehicle / 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 Motor Vehicle / Personal Computer, the Borrower will forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle /
Personal Computer

Maker's Name.

Description

Model

No. of Cylinders

Engine / CPU No.

Chassis / Monitor No.

Cost Price

Rs. _____

IN WITNESS WHEREOF the Mortgagor / Borrower has hereunto set his hand and
Shri _____ in the Ministry / Office of _____
_____ for and on behalf of the Chairman, Tobacco Board has hereunto
set his hand.

Signed by the said in the presence of

1.

.....

2.

.....

(Signature of the Witnesses)

(Signature and designation of the Borrower)

Signed by (Name and designation)

for and on behalf of the Chairman, Tobacco Board in the presence of

1.

.....

2.

.....

(Signature of the Witnesses)

(Signature and designation of the Officer)