

PERSONAL BOND

KNOW ALL MEN BY THESE PRESENTS that I,
_____ son of Shri _____
(hereinafter referred to as 'the Bounden') am held and firmly bound unto the President of India exercising the executive power of the Government of India (hereinafter referred to as 'the Government') in the sum of Rs. _____ to be paid to the Government for which payment will and truly to be made, I bind myself, my heirs, executors, administrators and legal representatives by these presents.

SIGNED the _____ day of _____, 200

WHEREAS THE BOUNDEN applied to the Government for loan of Rs. _____ (Rupees _____) (herein referred to as 'the said loan') for the purpose of purchase/construction of a residential flat in the building/society known as and situated at _____ and more particularly described in the Schedule hereunder written and which building is to be transferred shortly to the _____ Society Ltd., a Co-operative Society having its registered office at _____ (hereinafter referred to as 'the Society') which has been duly sanctioned by the Government on the terms and conditions inter alia that the Bounden do execute in favour of the Government a bond in the manner hereinafter contained.

NOW THIS BOND IS CONDITIONED TO BE VOID if the Bounden –

- (a) duly pays to the Government the said sum of Rs. _____ within a period of ____ years from the _____ day of _____, 200 and the subsequent installments to be paid in the first week of each equal calendar month, the first of such installments to be paid in the first week of _____, 20 and the subsequent installments to be paid in the first week of each and every succeeding calendar month thereafter and after the Bounden had paid the principal amount of the said loan in regular installments as hereinafter provided, the Bounden duly pays to the Government within a further period of _____ years thereafter the amount of interest on the diminishing balances of the said

loan until payment at the rate of _____ percent , per annum such interest to be paid by _____ equal monthly installments of Rs. _____ each to the interest that the entire loan and interest thereon shall be repaid within a period of _____ years from the _____ day of _____, 20____ provided, however, that if the Bounden fails to pay any installments of principal and/or interest on its due date, then and in every such case the amount of such installment of principal or interest so in arrears shall bear such higher rate of interest at the rate of _____ percent, per annum and the amount of the each of the said installments of interest shall be proportionately increased PROVIDED FURTHER that nothing herein contained shall be construed as a relaxation of the Bounden's obligation to duly and punctually pay the said installments of principal and interest on their respective due dates or otherwise prejudice any right or remedy of the Government.

- (b) Within one month from the date of these presents utilizes the amount of each installment of the said loan in the purchase/construction of residential flat in the building known as _____ and situated at _____ and more particularly described in the Schedule hereunder written.
- (c) On transfer being executed in favour of the Bounden of the house or plot, he would mortgage it to the Government of India as security for the loan obtained from the Government of India.
- (d) Does not transfer, assign, underlet the said flat or any interest therein or part with possession thereof* or transfer or otherwise alienate the said shares/debentures without the previous consent in writing of the Government.
- (e) *So long as the said loan and interest or any part thereof outstanding and if so required by the Government hand over the said shares/debentures of the society to the Government along with properly signed blank transfer forms as further security for the said loan:

* Applicable only to the flats purchased in a building owned by Co-Operative Housing Society.

IT IS HEREBY AGREED BY THE BOUNDEN as under :-

(1) The said loan or the balance thereof for the time being due by the Bounden to the Government and all other moneys due under these presents, shall become immediately payable in each and every of the following events:

- (a) If the Bounden fails to pay any installment of repayment of principal on its due date as and when it may become due and payable.
- (b) If the Bounden makes default in payment of any installment of interest on its due date as hereinabove provided.
- (c) If any distress or execution shall be levied upon any property of the Bounden or a receiver thereof be appointed.
- (d) If the Bounden commits a breach of any one of the said covenants or provisions and on his part to be observed and performed.
- (e) If the Bounden dies or retires from or ceases to be in the service of the Government.
- (f) If the Bounden presents a petition for being adjudged insolvent or is adjudicated insolvent.

2. Government shall have the absolute right and full liberty to deduct every month from the Bounden's salary the amount of monthly installments and appropriate the same towards the said monthly installments in repayment of principal and interest and for the purpose aforesaid the Bounden hereby irrevocably authorise the Government to take such deductions without the necessity of any further consent or concurrence of the Bounden.

3. In the event of the retirement or death before retirement of the Bounden, Government will be entitled to recover the entire unpaid balance of the said loan remaining unpaid at the time of such retirement or death and all unpaid interest thereon from the gratuity, if any, that may be sanctioned to the Bounden under the service rules applicable to him.

4. Whenever any installment of the principal or interest or any other sum due and payable by the Bounden under these presents shall be in arrears, Government shall be entitled to recover the same as an arrears of land revenue PROVIDED ALWAYS THAT this clause shall not affect any other rights, powers and remedies of the Government.

IN WITNESSES WHEREOF the Bounden above mentioned has hereto set his hand the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

SIGNED AND DELIVERED BY)
SHRI _____)
THE BOUNDEN WITHIN NAMED)

IN THE PRESENCE OF

1st Witness:

Signature: _____

Name: _____

Designation: _____

Office Address: _____

2nd Witness:

Signature: _____

Name: _____

Designation: _____

Office Address: _____