

**INDIA TRADE PROMOTION ORGANISATION**  
**ITPO COMPUTER ADVANCE (GRANT AND RECOVERY) RULES**

**1. TITLE**

These rules may be called “India Trade Promotion Organisation Computer Advance (Grant and Recovery) Rules.”

**2. SCOPE**

**Amended vide O.O.No.Admn./883/2008 dt.11.07.2008**

These rules shall apply to all officials of ITPO.

**3. CONDITIONS FOR ELIGIBILITY**

The following provisions shall govern eligibility for grant of advance:

(a) Officials should not have less than 3 years of service in the India Trade Promotion Organisation.

(b) An official, who has taken an advance under these rules, shall not be entitled to a second/subsequent advance unless the previous advance with interest has been fully repaid. The second/subsequent advance will be given after five years or after the previous loan is fully repaid, whichever is later.

(c) Application for purchase of computer and printer shall be made on Annexure-I to these Rules.

**Amended vide O.O.No.Admn./883/2008 dt.11.07.2008**

The payment will be made directly to supplier company in all cases (Group “A”, “B”, “C” & “D” categories)

All employees will undergo a test on basic computer skills, three months after purchase of computer. If they fail, the amount of advance will be recovered in one lump sum.

**4. MAXIMUM AMOUNT OF ADVANCE**

The maximum amount of advance will be Rs. 60,000/- (Rupees sixty thousand only) or anticipated price of the computer (including printer), whichever is less.

**5. RECOVERY OF LOAN**

The advance taken under these Rules togetherwith interest shall be repaid maximum in 150 equal monthly instalments.

**6. RATE OF INTEREST**

The simple rate of interest chargeable on advance under these Rules shall be 10%. Interest shall be recovered after advance has been repaid in full. The interest shall be calculated on balances outstanding on the last day of each month.

## **7. SALE OR TRANSFER**

An official shall not sell or transfer the Personal Computer and printer so long as the amount of advance, together with the interest on such amount, is not completely repaid except with the permission of the Competent Authority.

## **8. AGREEMENT AND MORTGAGE DEEDS**

(a) An official before drawing an advance shall execute an agreement, as per Annexure-II to these Rules, on stamp paper of requisite value agreeing to hypothecate the computer and printer in favour of the Organisation after its purchase and to repay the advance as per provision of these Rules.

(b) An official taking the advance shall execute immediately after purchase of computer and printer a mortgage bond as per Annexure - III to these Rules, on stamp paper of requisite value hypothecating the computer and printer to the Organisation as a security for repayment.

(c) All original documents related to purchase of personal computer and printer will be retained by ITPO till the recovery are made. The original documents required to be submitted within two weeks of purchase.

## **9. EVIDENCE OF PURCHASE ETC.**

Officials taking advance shall furnish to the Organisation within one month from the drawal of advance cash receipt as evidence for purchase of personal computer and printer.

## **10. POWER TO SANCTION**

DM(Admn.) will be empowered to sanction advance subject to fulfilment of all the formalities required for the advance under the these rules.

## **11. REFUND OR FAILURE TO PURCHASE**

(a) Where an official after taking advance is unable to purchase the computer and printer for any reasons, he shall refund the advance taken within one month of drawal of advance the full amount with interest thereon to the Organisation. If he fails to do so, he shall be liable to disciplinary action for misconduct in addition to liability for repayment of additional interest.

(b) Where an amount of advance is retained by an employee beyond one month or where the employee fails to produce evidence of purchase of computer and printer, the rate of interest as specified in these rules will be charged for the first month and for the period in excess up to two months, the additional rate of interest will be compound interest and it will be merged with the principal at monthly intervals for the purpose of calculating interest for subsequent periods.

## **12. DISCRETIONARY POWERS**

Notwithstanding any of the provision of the Rules for the grant of Computer(including printer) advance, the organisation shall have the right to refuse the advance to any officials without assigning any reason therefor.

CMD, ITPO shall have the power to amend/modify/relax any or all provisions under these Rules.

**Amended by Circular Dated 01.03.2001**

ITPO Computer Advance (Grant and Recovery) Rules were circulated vide letter No. 9-ITPO(12)E.I./99 dated 24<sup>th</sup> October. 2000. According to these Rules, officers applying for advance are required to attach a copy of the quotation (Sl.No. 5 of the application form) and to forward the application with the recommendations from HODs/Regional Managers. It has now been decided that there is no need for attaching the quotations and also the recommendation of HODs/Regional Managers is not required. Accordingly, these two provisions stand deleted from the application form attached with said rules.

**INDIA TRADE PROMOTION ORGANISATION**

**Application form for an advance for the purchase of Personal Computer & Printer**

1. Name of the Applicant : \_\_\_\_\_
2. Designation : \_\_\_\_\_
3. Place of posting/Division : \_\_\_\_\_
4. Basic Pay : \_\_\_\_\_
5. Anticipated price of Personal Computer & Printer : \_\_\_\_\_
6. Amount of advance required : \_\_\_\_\_
7. Date of Superannuation or Retirement : \_\_\_\_\_
8. Number of installments in which the advance is desired to be repaid : \_\_\_\_\_
9. Whether advance for similar purpose was obtained previously and if so
  - (i) date of drawal of the advance : \_\_\_\_\_
  - (ii) the amount of advance and/or interest thereon still outstanding, if any : \_\_\_\_\_
10. Whether the intention is to purchase
  - (a) a new or an old Personal Computer/Printer : \_\_\_\_\_
  - (b) if the intention is to purchase Personal Computer/Printer from a person having official dealings with ITPO, whether previous sanction of the competent authority has been obtained \_\_\_\_\_
11. Whether the officer is on leave or is about to proceed on leave
  - (a) The date of commencement of leave : \_\_\_\_\_
  - (b) The date of expiry of leave : \_\_\_\_\_

12. Are any negotiations or preliminary enquiries being made so that delivery may be taken of the Personal Computer/Printer within one month from the date of drawal of the advance. : \_\_\_\_\_

13. (a) Certified that the information given above is complete and true.

(b) Certified that I have not taken delivery of the Personal Computer/Printer on account of which I apply for the advance, that I shall complete negotiations for the purchase and pay finally and take possession of the same before the expiry of one month from the date of drawal of the advance.

Applicant's Signature

Place:

Date:

**ANNEXURE-II**  
(Refers to Para 8(a))

(Specimen of Agreement to be executed on non-Judicial Stamp of Rs. 2/- before drawing the advance)

**AGREEMENT**

This Agreement is made in \_\_\_\_\_ on \_\_\_\_\_, between \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called "the Borrower" which expression shall include his heirs, assignees, administrators, executors and legal representative) on the one part and the India Trade Promotion Organisation (hereinafter called the Organisation) represented by the RM(\_\_\_\_\_/ Dy.Manager (Admn.) which expression shall include his successors and assignees on the other part.

WHEREAS the Borrower has, under the provisions of the India Trade Promotion Organisation, Personal Computer (Grant and Recovery) Rules, (hereinafter referred to as "the Rules" which expression shall include any amendments thereof for the time being in force) applied to the Organisation for a loan of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)** for the purchase of **Personal Computer and Printer**

AND WHEREAS the Organisation has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED BY and between the parties hereto that in consideration of the sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** to be paid by the Organisation to the Borrower, the Borrower hereby agrees with the Organisation. (1) to pay the Organisation the same amount with interest calculated according to the said rules by monthly deductions from his salary as provided in the said rules and hereby authorise the Organisation to make such deductions and (2) within one month from the date of the payment of said sum to expend the full amount of the said loan in purchase of **Personal Computer & Printer** and if the actual price paid is less than the loan, to refund the difference to the Organisation forthwith and (3) to execute a document hypothecating the said **Personal Computer & Printer** to the Organisation as Security for the amount to be lent to the Borrower aforesaid and interest thereon in the form provided in the said rules.

AND IT IS HEREBY AGREED AND DECLARED THAT IF THE **PERSONAL COMPUTER & PRINTER** 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 Organisation for any reason thereon or dies, the whole amount of loan and interest accrued thereon shall immediately become due and payable.

In witness whereof the Mortgager/Borrower has hereunto set his hand and Shri \_\_\_\_\_, RM(\_\_\_\_\_/Dy.Manager (Admn.) in the India Trade Promotion Organisation, for and on behalf of the ITPO has hereunto set his hand.

Signed by the said in the presence of

1. \_\_\_\_\_
2. \_\_\_\_\_

(Signature of Witnesses)

Signature and Designation  
of the Borrower

Signed by the name and designation for and on behalf of  
the India Trade Promotion Organisation in the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

Signature and Designation  
of the officer

**ANNEXURE-III**  
(Refers to para 3(b))

(Specimen of Mortgage Bond to be executed on Rs.10/- Non-Judicial Stamp Paper)

MORTGAGE-BOND FOR PERSONAL COMPUTER

THIS INDENTURE made this (date and year in words) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_ between \_\_\_\_\_  
(hereinafter called the "Borrower" which expression shall include his heirs, administrators, executors and legal representatives) of the one part, and the India Trade Promotion Organisation (hereinafter called the Organisation) represented by the RM(\_\_\_\_\_/DM(Admn.) (which expression shall include his successors and assigns) on the other part.

WHEREAS the Borrower applied for and has been granted an advance of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) to purchase a Personal Computer & Printer under the India Trade Promotion Organisation Personal Computer (Grant and Recovery) Rules (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 Personal Computer & Printer to the Organisation as security for the amount lent to the borrower AND WHEREAS the borrower has purchased with or partly with the amount so advanced as aforesaid Personal Computer & Printer 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 Organisation the sum of Rs. \_\_\_\_\_ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal instalments of Rs. \_\_\_\_\_ each of the first day of every month and will pay interest on the sum for the time being remaining due and owing calculated at the rate specified in the rules or by the Organisation 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 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 Organisation such dues by remittance through bank draft drawn by the 15<sup>th</sup> of every month in favour of the Organisation, in whose books the accounts of the aforesaid advance are kept, and in further pursuance of the said agreement.

The Borrower doth thereby assign and transfer unto the Organisation the Personal Computer & Printer, 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 Personal Computer & Printer and that the same is absolute property and that he has not pledged and so long as any money remain payable to the Organisation in respect of the said advance, will not sell, pledge or part with the property in or possession of the said Personal Computer & Printer.



PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said instalments 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 anytime cease to be in Organisation's service or if the Borrower shall sell or pledge or part with the property in or possession of the said Personal Computer & Printer or become insolvent or make any composition or arrangement with his creditors or if any persons shall take proceedings in execution of any decree or judgement against the Borrower, the whole of the said principal sum which shall then be remaining due and unpaid together with interest there upon calculated as aforesaid shall forthwith become payable and IT IS HEREBY AGREED and declared that the Organisation may on the happening of any of the events herein before mentioned seize and take possession of the said Personal Computer & Printer, either remain in possession there of without removing the same or else may remove and sell the said Personal Computer & Printer either by public auction or private contract and may out of the sale proceed, retain the balance of the said advance than 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 realising 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 the said Personal Computer & Printer shall not prejudice the right of the Organisation to sue the Borrower or his personal representatives for the said balance remaining due and the interest thereupon or in case of the Personal Computer & Printer being sold the amount by which the net sale proceeds fall short of the amount owing and the Borrower hereby further agreed that so long as any moneys are remaining due and owing to the organisation he will not permit or suffer the said Personal Computer & Printer to be destroyed or damaged 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 Personal Computer & Printer the Borrower will forthwith have the same repaired and made good.

**THE SCHEDULE**

Description of <b>Personal Computer</b>		Description of <b>Printer</b>	
Maker's name		Maker's name	
Cost Price		Cost Price	
Name of Seller		Name of Seller	
Chasis number		Chasis number	

In witness whereof the Mortgager/Borrower has hereunto set his hand Shri \_\_\_\_\_ RM(\_\_\_\_\_) /DM(Admn.) in the India Trade Promotion Organisation for and on behalf of the ITPO has hereunto set his hand.

Signed by the said in the presence of

1. \_\_\_\_\_
  2. \_\_\_\_\_
- (Signature of Witnesses)

Signature and Designation of the Borrower

Signed by the name and designation for and on behalf of the India Trade Promotion Organisation in the presence of :

1. \_\_\_\_\_
2. \_\_\_\_\_

Signature and Designation of the officer