

GOVERNMENT OF KERALA
Abstract

ADVANCE- MOTOR CONVEYANCE ADVANCE- PURCHASE OF ACAR
UTILING THE SALE PROCEED OF THE ORIGINAL. CAR- EXECUTION OF
SUPPEMENTARY MORTGAGE DEED-ORDERS ISSUED.

FINANCE DEPARTMENT

G O (P) 571/64/Fin

Dated, Trivandrum, 13th August 1964.

Read; Letter No. F 16 (15)-E11 (A) \63 DATED27-5-1964 from the Government of
India.

ORDER

In the letter read above the Government of India have ordered that in case of Government servants who have been sanctioned Motor conveyance advances and who have been permitted to utilize the sale proceeds of the conveyance towards the purchase of another conveyance before the repayment of the advance in full should execute a supplementary deed for the amount outstanding at the time and not for the amount originally sanctioned.

Government have decided to adopt similar provision in the case of conveyance advances granted by the State Government and are pleased to order that the State Government Servants in such cases need only execute a supplementary mortgage Bond for the amount due at the time and not for the amount originally advanced.

The new supplementary mortgage form is appended to this G O This order will come into force with immediate effect,

Necessary amendment will issue separately,

By order of the Governor,
T G UNNI,
Assistant Secretary.

To

The Accountant General , Kerala.
All Heads of Department and offices.
The Secretary, Kerala Public Service Commission (with C L)
The Registrar of High Court, Ernakulam (with C L)
The Registrar of University of Kerala (with C L)
The Departments and Sections of the Secretariat.
The Secretary to the Governor
The Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries and Assistant Secretaries to Government.
The Private Secretary to the Chief minister.
The Personal Clerk to the Chief Secretary.

The Finance (Rules) Section for taking steps to amend the rules.

SUPPLEMENTARY MORTGAGE BOND

This indenture made this the.....day ofbetween sri.....son of.....(here in after called “ the Borrower” which expression shall unless excluded by repugnant to the subject or context, include his heirs, administrators, executors and legal representative of the one part and the Governor of Kerala (here in after called ” the Government”) of the other part;

WHEREAS by a Deed of Mortgage , dated the.....day ofthe Borrower mortgaged to the Government the Motor Vehicle described in the scheduled thereto (here in after referred to as” the old Motor Vehicle purchase advance of Rs..... (Rs..... In words and figures) with interest at the rate and on conditions mentioned in the said Deed of Mortgage (here in after referred to as “the Principal Deed”)

WHEREAS out of the said sum of Rs.....advanced to the Borrower by the Government the Borrower has made part repayments and a sum of Rs..... (in words as well as in figures) towards principal plus interest there on as per the terms of the Principal Deed still remain due and payable to the Government:

WHEREAS the Borrower being in need of a new another Motor Vehicle (here in after referred to as “the new Motor Vehicle) applied to the Government for permission to sell his old Motor Vehicle and purchase of a New Motor Vehicle;

WHEREAS the Borrower has been permitted to sell the Motor Vehicle and utilize the sale proceeds of the old Motor Vehicle and utilize the sale proceeds of the old Motor Vehicle in terms of rule (.H E. the rule after making the amendment to the rules (here in after to as “ the said rules” which expression shall include any amendment there of or addition there to for the time being in force towards the purchase of the New Motor Vehicle on condition that the new Motor Vehicle shall be mortgaged to the Government by way of security for the repayment of the sums thus due and owing from the borrower to the Government:

WHEREAS the sum of Rs..... is now due and owing from the Borrower for principal;

AND WHEREAS the Borrower is liable in addition to pay interest as per the terms of the Principal Deed :

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth here by convenient to pay to the Government the sum of Rs.....foresaid by equal monthly instalments

of Rs.....each of the first day of every month and will pay interest on the sum of Rs..... Originally advance to him according to the terms of the Principal Deed 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, and in further pursuance of the said agreement the Borrower doth hereby assign and transfer un to the Government the new Motor Vehicle the particulars where of are set out in the scheduled hereunder written by way of security for the said advance and the interest there on as required by the said Rules.

And the Borrower doth here by agree and declare that he has paid in full the purchase price of the said new Motor Vehicle and or the entire customs duty payable and that the same is his absolute property and that has not pledged and so long as any money remains payable to the Government in respect of the Principal will not sell, pledge or part with the property in or possession of the said new Motor Vehicle .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 the 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 or become insolvent or make any composition or agreement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower the balance of the principal which shall then be remaining due and unpaid together with interest on principal calculated as aforesaid shall for with become payable in a lump at once and the Borrower shall pay the same immediately on demand. AND IT IS HEREBY AGREED that the Government may on the happening of any of the herein before mentioned seize and take possession of the said new Motor Vehicle and either remain possession there of without removing the same or else may remove and sell the said Motor Vehicle either by public auction or private contract without being liable for any loss occasioned there by and may out of the sale moneys retain the balance of the principal then remaining unpaid and any interest still due the principal calculated as aforesaid and all costs , charges, expenses , and payments o property incurred or made in maintaining , defending or realizing his rights here under 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 MOTOR Vehicle shall not prejudice the right of the government to recover, in the manner hereinafter contained, the balance remaining due and interest or in the new Motor Vehicle being sold the amount by which the net sale proceeds fall short of the amount owing.

The Borrower also agrees that all sums found due to the Government under or by virtue of this deed shall be recoverable from the Borrower and his assets movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the government may deem fit;

AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government, the Borrower shall issue and keep insured the said new Motor vehicle against loss or damage by fire, theft or accident with an Insurance Company to be approved by the government and shall assign the policy in

favour of the Government and the Borrower shall at all times during the continuance of the charge hereby created keep the said policy alive by paying the premia and other amounts duty and punctually;

AND the Borrower hereby further agrees that he will not permit or suffer the said Motor Vehicle to be destroyed or injured or to deteriorate a greater degree than it would deteriorate by reasonable wear and tear there of;

AND further that in the event of any damage or accident happening to the said Motor vehicle, the Borrower shall forthwith have the same repaired and made good.

THE SCHEDULE

Description of Motor Vehicle
Makers name
Description
No of Cylinder
Engine Number
Chassis No
Cost price

IN WITNESS WHEREOF the said.....(Borrower's name)
and.....for and on behalf of the Government have hereunto set their
respective hands the day and the year first above written.

Signed by the said.....

In the presence of witness;

1

2

Signed by (Name and Designation)

For and on behalf of the Governor of Kerala.

In the presence of witness;

1

2

* Name and designation of the Borrower.

