

GOVERNMENT OF KERALA

Abstract

ADVANCES- HOUSE CONSTRUCTION ADVANCE TO GOVERNMENT
SERVENTS-PROCEDURE REGARDING THE DRAWAL OF ADVANCE WHEN
THERE IS DELAY IN OBTAINING ORIGINAL REGISTERED DEEDS- ORDERS
ISSUED.

FINANCE DEPARTMENT

G.O.(P) 691/62/Fin

Dated, Trivandrum, 13th December 1962

- Read:-** (1) G.O.(P) 592/59/Fin dated 12-11-1959
(2) Letter No. E111-A-40173/62 dated 13-8-1962 from the Chief Engineer
(General & Irrigation)
(3) Letter No. Ins.4-16840/62 dated 15-10-1962 from the Inspector
General of Registration.

ORDER

According to rule C (5) of the rules regulating the grant of advance to Government servants for house construction purposes, no amount shall be passed by the Accountant General in preaudit unless the Head of Department furnishes a certificate to the effect that the security bond in respect of the advance sanctioned to his subordinate is received by him and kept under safe custody or that the security bond in respect of the advance sanctioned to him is deposited in the District Treasury, Trivandrum. Certain Heads of Departments have reported that there is considerable delay in obtaining registered documents from the Sub Registry Omces and that it causes corresponding delay in drawing the advances also. The Chief Engineer (General and Irrigation) has in his letter read above requested to clarify whether the certificate issued by the Sub Registrar concerned, to the effect that the mortgage bond has been registered by the lonee. Government have examined the question in detail and are pleased to order as follows:-

The Heads of Departments shall whenever undue delay is anticipated in obtaining the original mortgage bond, furnish the certificate on the bills as required under the rules----- obtaining a true copy of the registered mortgage bond classified to be true by the lonee and a certificate issued by the Sub Registrar concerned to the effect that the mortgage bond in favour of the Government has been registered by the

lonee. An Agreement on Rs.1-50 Np. Stamp paper should also be got executed by the lonee on the form appended to this order to the effect that-

- (1) he will produce the document in original to the Government as and when the same is received from the Sub Registrar ;
- (2) that the copy of the mortgage deed produced by him is a true copy of the original registered deed;
- (3) that in case there is any mistake or error in the mortgage deed he will execute the necessary deed to rectify the mistake or error ; and
- (4) in case he commits breach of the above conditions, the entire loan amount with interest shall become payable in a lump at once and shall be recoverable under the provisions of the Revenue Recovery Act.

The Heads of Departments shall ensure that the original deed is received within a reasonable period and shall keep the same under safe custody as contemplated in the Rules. The Rules regulating the grant of advances to Government servants for house construction purposes shall stand modified to the extent of the above provision.

By order of the Governor,
G.K.PARUKUTTY AMMA,
Assistant Secretary,

To

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

ARTICLES OF AGREEMENT made this the..... day of... One Thousand nine hundred and sixty..... BETWEEN the Governor of Kerala (hereinafter referred to as “ the Government”) of the one part and Shri..... (H.E. name and address) (hereinafter referred to as “ the Bounden”) of the other part:

WHEREAS the Government have sanctioned to the Bounden a loan of Rs..... (Rupees in words also) under the Scheme for the grant of House Construction Advances to Government Servants subject to the terms and Conditions contained in the rules relating to the said Scheme (hereinafter referred to as “the Rules” which expression shall include any amendments thereto issued by the Government from time to time).

WHEREAS the Bounden has executed a mortgage deed No.....of at theoffice (hereinafter referred to as “the Mortgage Deed”) mortgaging the property comprised in Sy. No..... of village admeasuring.....cents by way of security for the repayment of the said loan of Rs.....

WHEREAS the Boundan has represented to the Government that the receipt of the mortgage deed from the office of the Sub Registrar is likely to be delayed and that he may be paid the said advance of Rs..... on execution of These presents:

AND WHEREAS the Government have sanctioned thr disbursement of the said loan amount of Rs..... On his executing this agreement and subject to the terms and conditions herein contained:

NOW THESE PRESENTS WITNESS AND IT IS HEREBY MUTUALLY AGREED as follows:-

1. In consideration of the sum of Rs.....(Rupees.....) paid by the Government to the Bounden (the receipt of which the Bounden doth hereby admit and acknowledge) the Bounden shall:-

- (a) obtain and deliver to the Government the original of the mortgage deed, a true copy of which is attached hereto as soon as it is received back from the Sub Registrar.
- (b) Execute the necessary rectification deed or any other deed in case there is any mistake or error in the mortgage deed.

2. The Bounden hereby declares that the copy of the mortgage deed herewith attached is true copy of the original mortgage deed No..... of.....

3. If the Bounden fails to produce the mortgage deed in original as soon as it is obtained from the Sub Registrar or if the copy of the mortgage deed herewith attached varies in any way from the original document No..... of Or if the Bounden commits breach of all or any of the conditions in the Rules or in These Presents the whole amount hereby advanced together with the interest accrued thereon shall become payable in a lump at once.

4. The Bounden hereby further agrees that all sums found due to the Government under or by virtue of These Presents shall be recoverable from the Bounden and his properties movable and immovable as through such sums are arrears of land revenue or in such other manner as the Government may deem fit.

IN WITNESS WHEREOF shri.....(H.E. name and designation of the officer) for and on behalf of the Governor of Kerala and Shri..... the Bounden have hereunto set their hands the day and year first above written.

Signed by Shri.....

In the Presence of Witness:

(1)

(2)

Signed by Shri.....

In the Presence of Witness:

(1)

(2)
