

Kerala Gazette No. 9 dated 26th February 1963.

PART 1

GOVERNMENT OF KERALA

Abstract

PROVIDENT FUND-FINAL WITHDRAWAL BY SUBSCRIBERS FROM
PROVIDENT FUND FOR HOUSE BUILDING PURPOSES
CLARIFICATION ISSUED

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FINANCE DEPARTMENT

G.O.No (P) 108/63/Fin.

**Dated, Trivandrum, 14th February 1963/
25 th Magha 1884**

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Read:-1. G.O. (MS) 387/Fin. (Pen) dated 5-3-1955 of the Government of Madras.

2. G.O.No.R.Dis.30533/55/ Fin. dated 17-4-1956
3. G.O.No (P) 96/58/Fin.dated 16-4-1958
4. G.O.No (P) 503/59/Fin dated 24-9-1959
5. G.O.No (P) 588/59/Fin.dated 10-11-1959
6. G.O.No. (P) 218/60/Fin.dated 28-4-1960
7. G.O.No. (P) 35/62/Fin.dated 31-1-1962
8. G.O.No (P) 454/62/Fin. (PF) dated 16-10-1962

ORDER

In the G.Os read above the Government have permitted final withdrawal by subscribers of the Provident Fund money at any time after completion of twenty years before the date retirement on superannuation, whichever is earlier, for the following purposes:-

- (i) building of requiring a house including the site;
- (ii) repayment of any outstanding amounts on the loan expressly taken or the aforesaid purpose;
- (iii) purchasing a site and eventual construction of a house on the site of purchased;
- (iv) altering , enlarging or repairing a house already owned or acquired with or without any assistance from Provident Fund or other Government sources ; and
- (v) Completing the construction of a house begun with the subscriber's own money or with assistance from Government.

One of the conditions for allowing such a withdrawal is that in all cases except where the land and the building thereon stands mortgaged to Government the subscriber should either possess or acquire absolute ownership of the land on which the building is proposed to be constructed/the building proposed to be repaired, completed reconstructed, etc., is situated. While the subscriber is in service, he should not also part with possession thereof by way of transfer, mortgage, sale, gift, etc. without the previous permission of the sanctioning authority.

2. Government have been receiving applications from many a subscriber for permitting withdrawals from their Provident Fund money for house-building purposes where the site on which the house is proposed to be constructed is in the name of the wife of the subscribers concerned or is jointly owned by the

subscriber and his wife. Governments have also granted, in relaxation of the rules, such requests in certain cases.

3. Now the Government consider that the subscribers who are otherwise eligible for final withdrawals from Provident Fund for house- building purposes should be permitted to make withdrawals even in cases where the property in which the house is proposed to be constructed / the house proposed to be completed, reconstructed, repaired etc. is situated, is in the name of the wife of the subscriber or is jointly owned by the subscriber and his wife and they order accordingly.

4. In such cases, the wife of the subscriber in whose name the property stands or who owns the property jointly with the subscriber should execute an undertaking in the form annexed to this G.O. (to be modified to suit the circumstances of each case) on stamp paper worth Re.1.50 n P, and forward it to the sanctioning authority, who will on receipt of the undertaking address the Accountant General the issue of the authorisation for the drawal of the amount.

5. The undertaking to be executed by the subscriber in such cases also will be in the form in Annexure 1 to the G.O (P) No.96/58/Fin dated 16 th April 1958, form being modified to suit the circumstances of each case.

6. The undertakings executed by the subscriber and his wife will be kept under safe custody by the Head of the Department in the case of subordinate officers and the Treasury Deputy Collector, in the case of Heads of Departments, until the retirement of the subscriber from service and the final settlement of this Provident Fund claims.

By order of the Governor,
P.K.SYED MOHAMMED,
Deputy Secretary.

To

The Accountant General, Trivandrum
All Heads of Departments and Offices
The Registrar of High Court (with C.L)
The Registrar, University of Kerala (With C.L)
The Secretary Public Service Commission (with C.L)
The Secretary, Kerala State Electricity Board (with C.L)
All the Departments of the Secretariat.
The Director of Public Relations.
The Gazette.
The Superintendent of Government Presses.
The Secretary to the Governor
The Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries,
Under Secretaries and Assistant Secretaries to Government
The Private Secretaries to the Chief Minister and other Ministers
The Personal Clerk to the Chief Secretary

ANNEXURE

ARTICLES OF AGREEMENT made this the day of One Thousand Nine Hundred and Sixty By Smt aged wife of of House Village now residing at (H.E.name and address) hereinafter called “the Bounden” in favour of the Governor of Kerala (hereinafter called “the Government”);

WHEREAS the Government have as per Order/Proceedings No..... dated accorded sanction for the withdrawal of a sum of Rs (Rupees in words also) from the Provident Fund Account No of Shri (H. E.designation) the husband of the Bounden, for the purpose of a building on the land more particularly mentioned and described in the schedule hereunder written;

WHEREAS the said land is owned by the Bounden/jointly owned by the Bounden and her husband and the building is intended for the residence of the said Shri..... and the Bounden and their children;

WHEREAS the said sanction is subject to the execution by the Bounden of an agreement as herein contained;

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

1. The Bounden shall not, until the said Shri retires from Government Service, alienate, let lease or create any mortgage lien or charge by way of hypothecation, or otherwise create encumbrance of any nature whatsoever on or in respect of the land mentioned in the Schedule hereto annexed, without obtaining the previous consent in writing of the Government.

2. The Bounden shall allow the said Shri to a building on the said land, utilising the money advanced to him by the Government as aforesaid.

3. In case the Bounden commits breach of the above conditions, she shall be liable to pay the Government forthwith on demand the sum of Rs (Rupees only).

4. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the Bounden, and her properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force or in such other manner as the Government may deem fit.

SCHEDULE

(H.E. details of the land)

In Witness where of the Bounden, Smt (H.E. name and address) has hereunto set her hands the day and year first above written.

Signed by Smt

(the Bounden)

In the presence of witnesses:

- (1)
- (2)
