

Abstract

HOUSE CONSTRUCTION ADVANCES TO GOVERNMENT SERVANTS -
ADDITIONAL ADVANCE FOR THE COMPLETION OF A BUILDING ON JOINT
SALARY BASIC-INSTRUCTIONS-ISSUED.

FINANCE DEPARTMENT

G.O.(P)No.372/60/Fin.

Dated, Trivandrum, 28th July 1960.

Read:- G.O(P) 269/59/Fin. dated 26-5-1959.

ORDER

Additional advance for the completion of a house built with the assistance sanctioned by Government to an officer is granted as per rules contained in the G.O(P)269/59/Fin. dated 26-5-1959, if the application for the additional amount is submitted to Government within one year from the date of disbursement of the original advance. But the rules do not provide for the grant of an additional amount on joint salary basis for the completion of the house constructed with the advance originally sanctioned to the husband or wife of an officer as the case may be. Government are of the view that assistance in such cases should also be given and are accordingly pleased to order that additional advance on the basis of the joint salary of the husband and wife, will be sanctioned for the completion of the house constructed with the assistance sanctioned to one of them, subject to the following conditions:-

1. A further mortgage deed will be executed jointly by the husband and wife creating a second mortgage on the property already mortgaged to Government in the form appended.

2. If the insurance policies already assigned to Government do not cover half the aggregate amount of the loans sanctioned, fresh policy on the life of the applicant for the additional advance will have to be assigned to Government, in consideration of the additional loan sanctioned. The value of the new policy plus that of the policies already assigned should cover half the total amount of the advance.

3. The eligibility of the new applicant for the additional loan will be calculated on the basis of his/her salary at the time of verification of the joint application.

4. In all cases, the construction should be completed within one year of the disbursement of the second loan.

5. The Head of Department will also look into the encumbrance certificate and satisfy himself that no further charges are created by the applicant between the periods of the first advance and the second loan.

6. The Finance (Code Revision) Department will amend the rules regulating the advances to this extent.

By order of the Governor,
A. PONNAMMA,
Assistant Secretary.

To

The Accountant General.
All Heads of Department and Officers.
The Registrar of High Court (with C.L)
The Secretary, Public Service Commission (with C.L)
The Secretary to the Governor.
The Private Secretary to the Chief Minister and other Ministers.
All Departments of the Secretariat.
The Secretaries, Additional Secretaries, Joint Secretaries, Deputy Secretaries and Assistant Secretaries.
The Personal clerk to the Chief Secretary.

THIS DEED OF MORTGAGE IS executed on this the day ofOne thousand Nine Hundred and Sixty.....by Shri.....(H.E, name and address) now employed as..... and his wife Smt.....(H.E.name and address) now employed as(hereinafter called “the Mortgagors”) in favour of the Governor of Kerala (hereinafter called “the Mortgagee”):

WHEREAS by a mortgage deed dated..... and registered as No.....of.....at pages.....to.....Volume No.....of Book No.....at theSub Registry Office (hereinafter referred to as “the said mortgage deed”) the above said Shri/Smt...transferred by way of simple mortgage the properties mentioned and described in the Schedule there to Unto the mortgagee as security for the repayment of the sum of Rs.....advanced by the mortgagee to the said Shri/Smt.....subject to the terms and conditions there in contained.

WHEREAS the said Shri/Smt.....who is the husband/wife of the said Shri/Smt has now approached the Government for an additional loan of Rs.,,,,,,,to be sanctioned to them treating the original application presented by Shri/Smt...as a joint application made by both of them and taking into consideration the salary of Shri/Smt....at the time of submission by him/her of the application as the basis for the loan:

AND WHEREAS the Government have been pleased to sanction in their Order No..dated.....(hereinafter referred to as the “said order”) an additional loan of Rs....to the mortgagors subject to the terms and conditions contained in the said order (copy of which is attached hereto and shall form part of this deed as if incorporated herein) and in the Rules to Regulate Advances to Government Servants for Building Purchasing and Repairing Houses (hereinafter referred to as the “said Rules) and the terms and conditions herein contained:

Now THIS DEED WITNESSETH as follow:-

1. In consideration of the loan of Rs...advanced to the mortgagors by the mortgages(the receipt of which the mortgagors do hereby admit and acknowledge) the mortgagors hereby declare that all the properties comprised in the said mortgage deed and which are described in the Schedule hereto shall henceforth the security for and be charged with as well for the payment of the sum of Rupees.....now advanced with

interest as herein after provided as also the payment of the sum secured by the said mortgage deed.

2. The loan amount together with interest as stipulated in the said Rules and said order shall be repaid in the manner provided by the said Rules and the said order. The repayment of the loan advanced under the said mortgage deed and the loan hereby advanced shall be made simultaneously.

3. All the terms and conditions contained in the said Rules and the said order and the said mortgage deed shall be binding on the mortgagors and they shall abide by them.

4. In case of mortgagors commit breach of all or any of the provisions contained in the said Rules, the said order, the said mortgage deed or the provisions herein contained the entire loan amount covered by the said mortgage deed and this deed outstanding together with interests and costs if any shall immediately become payable in a lump at once and the mortgagors shall pay the same. In case of default of such payment the mortgagee shall have power to proceed against the property described in the Schedule to recover such sums and the mortgagors shall have all the powers vested in a mortgagee under Section 69 and 69A of the Transfer of Property Act, 1882.

5. Without prejudice to the powers of the mortgagee under the preceding clause all sums found due to the mortgagee under or by virtue of These Presents shall be recoverable jointly and severally from the mortgagors and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as if they were arrears of land revenue or in such other manner as the mortgagee may deem fit.

In Witness Whereof the Mortgagors have hereunto set their hands the day and year first above written.

SCHEDULE ABOVE REFERRED TO:

(H.E. details)

Signed by Shri..... and Smt

In the presence of Witness:

(1).....

(2).....

Endt. On A2-28953/60 dated 8-9-1960.

Copy communicated to all sub officers for information and attention.

Copy to Superintendent Establishment and accounts.

Copy to A2. section.

For Chief Conservator of Forests