

ADVANCE FOR THE PURCHASE OF PERSONAL COMPUTER

Advances for the purchase of computers are sanctioned subject to the provisions of Articles 227, 228, 229 and 230 of Tamil Nadu Financial Code Vol. I.

(1) ELIGIBILITY:

- All regular Government employees in time scale of pay with a minimum service of six years shall be eligible for an advance for the purchase of a computer.
- No application shall be entertained from a Government servant on Extraordinary Leave/ under suspension and no advance shall be sanctioned or disbursed to a Government servant under suspension or against whom serious charges are pending.
- Government servants drawing less than 1/3rd carry-home salary, on the date of sanction, are not eligible. "Carry-home salary" is the money left behind from the gross salary and allowance after making all deductions there from in a month.
- In the case of Government servants drawing the advance in higher officiating or temporary posts, the sanctioning authorities shall use their discretion in sanctioning the advance only to such of those who are not likely to be ousted or reverted to lower posts, or where reversion to lower posts may not create difficulties in recovering the advance – Note under Article 227(2).

(2) AMOUNT OF ADVANCE:

- The amount of advance for the purchase of a personal computer shall be Rs.50,000- (Rupees fifty thousand only) or the cost of the computer whichever is less.

(3) CONDITIONS:

The grant of an advance is subject to the following conditions:

- A Government servant is not eligible for an advance on account of a computer of which he has already taken delivery when he submits his application for an advance.

- The Government servant shall take possession of the Personal Computer before the expiry of one month from the date of drawal of the advance.
- The Government servant shall not use the Personal Computer for business purpose or for private hire – G.O. Ms. No.851 Finance (Salaries) Department dated: 04.11.1992.
- As per Article 230(b)(2)(iv), if the actual price of the computer paid by the Government servant is less than the amount of advance, he shall refund the balance to Government forthwith.
- Advance for the purchase of computer shall be sanctioned only on production of written evidence to show that an allotment has actually been made by the Government / the Commissioner of Treasuries and Accounts to the applicant.

(4) PROCEDURE FOR DEALING WITH THE APPLICATIONS:

- All regular Government employees in time scale of pay shall be eligible for an advance for the purchase of a computer.
- The employee intends to apply for the advance shall send the prescribed application (Annexure I & II) to the sanctioning authority, viz., the Head of the Department, or the Secretary to the Government or the Collector (in respect of Revenue Department) concerned, through the proper channel. It should be accompanied by an agreement in Annexure III.
- If the application and the agreement are in order, the sanctioning authority should certify on the applications that they have scrutinized the applications with reference to rules and that they have satisfied themselves that the applicants are eligible for the advance and inform the Commissioner of Treasuries and Accounts who will certify the availability of funds to the sanctioning authority with a copy to the Pay and Accounts Officers / Treasury Officers concerned.

- The advance shall be sanctioned soon after the receipt of funds availability Certificate from the Commissioner of Treasuries and Accounts, Panagal Building, Saidapet, Chennai – 600015.
- As per Article 229, the sanctioning authority should specify in the sanction order a date by which the advance should be drawn, which should be not more than two months later than the date of the latest certificate of availability of funds issued by the Commissioner of Treasuries and Accounts. If the amount is not drawn by the specified date, the sanction order shall lapse and the same cannot be revalidated.
- The cheque should be given in the name of the dealer from whom the Government servant intends to purchase the computer.
- A Government Servant may draw motor car / motor cycle advance or computer advance or both.
- Computer advance may be sanctioned even though car advance /motor cycle advance is outstanding. Both should be treated as different advances – G.O.Ms.No.45 Finance (Salaries) Department dated: 20.02.1998.

(5) MORTGAGING THE COMPUTER AND ITS RELEASE:

- The conditions such as mortgaging the computer and repayment of advance are as applicable to the Motor Cycle Advance.
- Mortgage Deed should be executed in Annexure IV.
- After the prescribed mortgage deed in Annexure IV is executed within a period of **one month** from the date of disbursement of the advance, the sanctioning authority should obtain the mortgage deed, sign it on behalf of the Governor of Tamil Nadu and keep it in safe custody.
- The computer mortgaged to the Government should be released to the Government Servant (or his successors-in-interest) immediately after the advance and the interest thereon has been repaid in full, by an endorsement on the mortgage deed to the effect that the full amount has been received and the mortgage is extinguished.

- An undertaking in writing should also be obtained from the loanee Government Servant, before the release of the mortgage deed, to the effect that if subsequently any amount is found to be due from him to the Government, he agrees to the recovery of the amount from his pay/pension/Death -cum-Retirement Gratuity due to him.
- In the case of self drawing officers, the deed may be released after obtaining recovery particulars from the Treasury Officers or Pay and Accounts Officers concerned.

(6) SCRUTINY BY THE COMMISSIONER OF TREASURIES AND ACCOUNTS:

- After the purchase of the computer, the following documents should be sent to the Commissioner of Treasuries and Accounts for scrutiny:
 - (a) Invoice for the computer
 - (b) Stamped Receipt in original
 - (c) Mortgage Deed in Annexure IV.
- After scrutiny, the mortgage bond along with other documents will be returned to the sanctioning authority.

(7) REPAYMENT OF THE ADVANCE :

- The advance given to the Government Servant, together with the interest thereon shall be repaid in full by monthly instalments. First, the recovery of the advance shall be made in not more than 100 equal monthly instalments by compulsory deductions from the salary of the borrowing Government Servant and thereafter interest shall be recovered.
- The recovery of principal shall begin with the first payment of full month's salary after the advance is drawn.
- A loanee Government servant may repay two or more instalments at the same time – Article 227 (4) (a).
- The Officer who disburses the advance is also responsible to watch and effect recoveries.

- When a Government Servant is transferred, full details of the pending loans shall be noted in the Last Pay Certificate.

(8) INTEREST:

- The advance shall carry simple interest from the date of payment and the interest will be calculated on the balance outstanding on the last day of each month and recoverable in Equated Monthly Instalments.
- The rate of interest fixed by the Government from time to time and current at the time of disbursement of the advance will be applicable to the advance.
- If the total amount of interest to be charged does not exceed the amount fixed for equal monthly instalments for recovery of the principal, it should be recovered in a single instalment. Otherwise, it shall be recovered in amount not exceeding the monthly instalment fixed for the repayment of the principal.
- The recovery of interest should begin with the salary of the next month after the repayment of the principal is completed.
- The interest rate for the year 2012-2013, as per G.O.No.203, Finance (Loans and Advances Cell) Department Dated: 8th June 2012 is 10%.
- Penal interest for the delayed re-payment of monthly instalments is fixed by the Government from time to time and the Penal Interest for the year 2012-2013 is 2.5 %.

(9) CALCULATION OF INTEREST:

The interest will be calculated on the following methods:

- (i) Recovery is made in equal instalments:

$$\text{Interest} = \frac{n(n+1)}{2} \times \frac{\text{Amount of Instalment}}{12} \times \frac{r}{100}$$

[n = no of instalment

r = rate of interest]

- (ii) Partly paid in equal instalments and the balance in lump sum:

$$\text{Interest} = \frac{n(A+L)}{2 \times 12} \times \frac{r}{100}$$

[A = Principal

L = Lump sum remittance

n = Instalment including lump sum remittance

r = Rate of Interest]

- (iii) Recovery is not in equal instalments:

$$\text{Interest} = \text{Grand Total of the amount pending Recovery (on the last day of the month) from the beginning to the last month of recovery (salary payment)} \times \frac{1}{12} \times \frac{\text{rate of Interest}}{100}$$

ANNEXURE I

FORM OF APPLICATION BY A GOVERNMENT SERVANT FOR AN ADVANCE FOR PURCHASE OF A PERSONAL COMPUTER

1	Name of the applicant	
2	Designation	
3	Name of the Office in which the applicant is employed	
4	Residential address of the applicant	
5	a) Scale of pay	
	b) Basic pay	
6	Gross salary per mensem (indicate every item separately)	
7	Carry home salary (Net)	
8	Date of Birth	
9	Date of entry into Government Service	
10	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	

11	Are any negotiations or preliminary enquiries being made so that delivery may be taken of the Personal Computer within one month from the date of drawal of the advance	
12	Date of retirement	
13	Amount of advance applied for Personal Computer	
14	Number of instalments in which the advance is desired to be repaid	
15	Type of Personal Computer for which advance is applied for	
16	Name of the firm or party from whom the personal computer is proposed to be purchased with full address	
17	Price of the Personal Computer to be purchased	
18	Whether Proforma / Invoice from the firm for the Personal Computer is enclosed	

DECLARATION

Certified that I am not in possession of a Personal Computer and I have not drawn the Personal Computer Advance which I have applied for till date, that I shall complete the payment for and take possession of the Personal Computer before the expiry of one month from the date of drawal of the advance and that I will not use the Personal Computer for business purpose or for private hire.

Station:

Date :

SIGNATURE OF THE APPLICANT

www.johnsonasirservices.org

ANNEXURE - II

RECOMMENDATION AND CERTIFICATE BY THE HEAD OF OFFICE

Certified that the particulars furnished by Thiru/Tmt./Selvi
.....
in his/her application for the sanction of advance for the purchase of Personal Computer
have been verified with official documents/records and found correct and that he/she is an
approved probationer his/her services were confirmed in and that no
disciplinary proceedings are pending against him/her. The applicant has applied for the
Personal Computer advance for the first time.

Certified that the applicant is eligible for the sanction of Personal Computer
Advance.

Station:

SIGNATURE

Dated:

AND SEAL OF THE HEAD OF THE OFFICE.

ANNEXURE – III

AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE FOR THE PURCHASE OF A PERSONAL COMPUTER

An agreement made this day of two thousand
between Thiru.....
(hereinafter called the Borrower which expression shall include his heirs, administrators, executors and legal representatives) of the one part and the Governor of Tamil Nadu on the other part.

Whereas the Borrower has under the provisions of Tamil Nadu Financial Code (hereinafter referred to as the said code, which expression shall include any amendments thereof or addition thereto for the time being in force) applied to the Government of Tamil Nadu (hereinafter called the Government) for a loan of Rs..... (Rupeesonly) for the purchase of a Personal Computer on the terms and conditions hereinafter contained and whereas the application of the Borrower for the said loan is being considered by the Government. NOW IT IS HEREBY AGREED BETWEEN the parties thereto that in consideration of the sum of Rs..... (Rupeesonly) to be paid by the Government to the Borrower, if and when the Government sanction the said loan the Borrower hereby agrees:-

- 1) To pay to the Government the said amount with interest calculated according to the said Code by monthly deduction from his salary as provided for by the said code and hereby authorizes the Government to make such deductions.
- 2) Within one month from the date of drawal of advance to expend full amount of the said loan in the purchase of Personal Computer or if the actual price paid is less than to repay the difference to the Government forthwith;
- 3) In the event of Borrower's reversion from Government Service before the advance drawn together with interest is fully repaid to repay in one lump sum amount outstanding and the interest due before the Borrower is actually relieved from the Government Service; and
- 4) To execute a document hypothecating the said Personal Computer to the Government as Security for the amount lent to the Borrower aforesaid and interest in the form provided by the said code.

AND IT IS HEREBY LASTLY AGREED AND DECLARED that if the Personal Computer has not been purchased form the date of drawal of the advance or if the Borrower within that period become insolvent or quits the service of the Government or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.

IN WITNESS THEREOF THE BORROWER AND

 (DEPARTMENT) for and on behalf of the Governor of Tamil Nadu have hereunto set their hands.

SIGNATURE AND DESIGNATION OF THE
BORROWER

Signed by the said in the presence of

Signature of Witness:

1.

2.

Signed by (Name and Designation).....
..... for and on behalf of the Governor of Tamil Nadu in the
presence of

(Signature of Witness)

1.

2.

SIGNATURE AND
DESIGNATION OF THE OFFICER.

ANNEXURE – IV

FORM OF MORTGAGE BOND FOR A PERSONAL COMPUTER ON ACCOUNT OF WHICH A GOVERNMENT SERVANT HAS DRAWN AN ADVANCE

THIS INDENTURE made this day of
.....BETWEEN Thiru/Tmt/Selvi.....
office of the.....
(hereinafter called the borrower, which expression shall include, his heirs, administrators, executors and legal representatives) of the one part and the Governor of Tamil Nadu on the other part.

WHEREAS the Borrower has applied for and has been granted an advance of Rs..... (Rupees.....only) to purchase a Personal Computer on the terms of Article 231 of Tamil Nadu Financial Code (hereinafter referred to as the said code which expression shall include any amendments thereof or additions there to for the time being in force)

AND WHEREAS one of the conditions upon which the said advance has been granted to the Borrower is that the Borrower will hypothecate the said Personal Computer to the Government of Tamil Nadu (hereinafter called the Government) as a security for the amount lent to the Borrower

AND WHEREAS the Borrower has purchased with or partly with the amount so advanced as aforesaid the Personal Computer particulars whereof are set out in the Schedule hereunder written.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby; covenant to pay the Government the sum of Rs.....(Rupees..... only) aforesaid or the balance thereof remaining unpaid at the date of these presence by equal payment of Rs.....(Rupees..... only) each on the first of every month and will pay interest on the sum for or the time being remaining due and owing calculated according to the said code and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary in the manner provided by the said code and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the Government the Personal Computer 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 code.

AND the borrower doth hereby agree and declare that he has paid in full the purchase price of the said Personal Computer and that the same is his absolute property and that he / she has not pledged and so long as any moneys remain payable to the Government in respect of the said advance will not sell, pledge or part with the property in or possession of the said personal computer.

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 any time cease to be in the service of the Government or if the Borrower shall sell or pledge or part with the property or the possession of the said Personal Computer or become insolvent or made any composite or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgment against the Borrower the whole of the said principal sum which shall then by remaining, due and unpaid together with interest thereon calculated as aforesaid shall forthwith become payable.

AND IT IS HEREBY AGREED and declared that the Government may on the happening of any of the events therein before mentioned seize and take possession of the said Personal Computer and either remain in possession thereof without removing the same or else may remove and sell the said personal computer either by public auction or private contract and may out of the sale moneys retain the balance of the said advance then 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 realizing their 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 if the said Personal Computer shall not prejudice the right of the Government to sue the

borrower or his personal representatives for the said balance remaining due and interest / or in the case of the Personal Computer being sold the amount by which the net sale proceeds fall short of the amount owing.

AND the Borrower hereby further agrees that he will not permit or suffer the said personal computer to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear whereof and further that in the event of any damage or accident happening to the said Personal Computer the borrower will forthwith have the same repaired and made good.

THE SCHEDULE

DESCRIPTION OF PERSONAL COMPUTER

Maker's Name :

Description :

In witness whereof the mortgager, Thiru /Tmt/Selvi of the office of.....and..... acting for and on behalf and by the orders and direction of the Governor of Tamil Nadu have hereunto set their respective hands on the day, the month and the year first above written.

SIGNED BY THE MORTGAGER

In the presence of

1) First Witness:

Address :

Occupation :

2) Second Witness:

Address :

Occupation :

Signed by

.....
.....

for and on behalf of and by the order and direction of the Governor of Tamil Nadu.

HEAD OF DEPARTMENT

In the presence of

1) First Witness:

Address :

Occupation :

2) Second Witness:

Address :

Occupation :

***** ***** *****