

GOVERNMENT OF TAMIL NADU  
2009



MANUSCRIPT SERIES

## FINANCE [SALARIES] DEPARTMENT

**G.O. No. 467, dated 22<sup>nd</sup> September 2009**  
(Purattasi 6, Thiruvalluvar Aandu 2040)

Loans and Advances – Conveyance Advance – Enhancement of monetary limit for purchase of motor cars and motorized two wheelers - Revision of eligibility criteria - Orders Issued.

Read the following :

1. G.O.Ms.No.485, Finance (Salaries) Department, Dated: 8.8.1996.
2. G.O.Ms.No.403, Finance (Salaries) Department, Dated: 13.8.1998.
3. G.O.Ms.No.91, Finance (Salaries) Department, Dated: 11.3.1999.
4. G.O.Ms.No.16, Finance (Salaries) Department, Dated: 13.1.2005.

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### ORDER :

In the Government Orders first, second and third read above, orders were issued fixing the quantum of advance for the purchase of conveyance and revising the eligibility criteria.

2. Representations have been received to enhance the amount of conveyance advance to Government employees.

3. The Government, after careful consideration and having regard to the market prices of motor vehicles, has decided to enhance the quantum of advance for purchase of motor cars and motorized two wheelers. Accordingly Government direct that the quantum of advance for purchase of new motor car be enhanced as indicated below:

Scale of Pay of the Government Employee	Maximum Amount
Pay Band 4 and above	Rs.6 lakhs
Pay Band 3	Rs. 5 lakhs
Below Pay Band 3 till grade pay of Rs.2800/-	Rs.3 lakhs

4. Government also order that in respect of motorized two-wheelers, the existing distinctions based on the capacity of the engine be hereby dispensed with and all regular Government employees in time scale of pay shall be eligible for a uniform maximum ceiling of Rs.50,000 (Rupees fifty thousand only) for all categories of motorized two-wheelers.

5. The revised norms will be subject to the following conditions:

- a) If the actual value of the car or two wheeler purchased is below the ceilings prescribed above, the admissible advance will be restricted to the cost of the vehicle including taxes, registration and insurance.
- b) As already done in the case of two-wheelers, no advance shall be given for the purchase of second hand motor cars.
- c) The revised ceilings prescribed above are applicable for the year 2009-2010. For every subsequent year, the ceiling shall be automatically enhanced by 5% over the previous year.
- d) The period of recovery of the advance and the other rules and regulations for sanction of conveyance advance shall remain unchanged.

6. Necessary amendment to Tamil Nadu Financial Code Volume I will be issued separately.

**(BY ORDER OF THE GOVERNOR)**

**K. GNANADESIKAN,**  
PRINCIPAL SECRETARY TO GOVERNMENT.

To

All Secretaries to Government, Secretariat, Chennai -9.  
All Departments of Secretariat (OP & Bills), Chennai -9.  
The Secretary, Legislative Assembly Secretariat, Chennai -9.  
All Heads of Departments.  
The Registrar General, High Court, Chennai -104.  
The Secretary, Tamil Nadu Public Service Commission, Chennai-2.  
The Transport Commissioner, Chennai-5.  
The Commissioner of Treasuries and Accounts, Chennai -15.  
The Accountant General (Audit), Chennai-18.  
The Accountant General (A&E), Chennai -18.  
All District Collectors.  
The Pay and Accounts Officer (North/East/South/Secretariat), Chennai 79/5/35/9.  
The Pay and Accounts Officer, Madurai.  
All Treasury Officers.

Copy to

The Private Secretary to the Principal Secretary to Government, Finance Department, Chennai -9.  
All Officers in Finance Department, Chennai -9.  
All Sections in Finance Department, Chennai -9.  
Stock file / Spare copies.

// Forwarded / By order //



**SECTION OFFICER.**

**TAMIL NADU FINANCIAL CODE FORM 12 CHAPTER X ARTICLE 230.**

FORM OF APPLICATION BY A GOVERNMENT SERVANT FOR ADVANCE  
FOR PURCHASE OF A MOTOR CAR / MOTOR CYCLE / SCOOTER / MOPED.

1.	Name of the Applicant	:
2.	Designation	:
3.	Name of Office in which the applicant is employed	:
4.	Residential address of the applicant	:
5.	a. Basic Pay b. Scale of pay	:
6.	Gross Salary per mensm (Indicate every item Separately)	:
7.	Carry Home Salary (Net)	:
8.	Date of Joining Government Service	:
9.	Details as to the post in which the applicant is unapproved probationer (or) the post in which he is confirmed.	:
10.	Date of birth	:
11.	Date of Retirement	:
12.	Amount of Advance applied for	:
13.	Type of Vehicle for which advance is applied for	:
14.	State whether the vehicle to be purchased is new or old	:
15.	Name of the Firm or Party	:
16.	In the case of new vehicle state whether proforma invoice of the Firm for the vehicle is enclosed.	:
17.	In the case of old vehicle, whether letter of consent by the seller is enclosed.	:
18.	Price of the vehicle to be purchased.	:
19.	Whether the seller of the old vehicle is related to the applicant?	:
20.	If the applicant was already in possession of a vehicle, furnish the following details a. Name of the vehicle he was in possession of b. The period (denoting the dates from.....) during which he was in possession of the vehicles).	:

	<p>c. The date of which the sold the vehicle</p> <p>d. Sale Price of the vehicle.</p> <p>e. Whether the old vehicle was purchased with the advance obtained from the Government?</p>	:
21.	<p>Whether at present the applicant is in possession of any vehicle? If so, furnish the following details.</p> <p>a. Name of the vehicle</p> <p>b. The date from which he is in possession of the Vehicle?</p> <p>c. Whether the Vehicle was purchased with the advance obtained from the Government?</p> <p>d. The proposed sale price of the vehicle.</p>	:
22.	<p>Whether the applicant has given away is gift, or sold the vehicle, purchased out of Government advance or out of his personal funds as the case may be. If the date on which it was given away as gift or was sold and the sale price, may be furnished.</p>	:
23.	<p>Whether the applicant has applied for the first time for vehicle Advance?</p>	:
24.	<p>If not, the number of times the applicant had received vehicle advance previously, the number and the date of the sanction orders as well as the amount of advances sanctioned.</p>	:
25.	<p>If the applicant was sanctioned with vehicle advance previously whether such sanction order has been cancelled consequent to his non – availing of the advance?</p>	:
26.	<p>If so, the details there of If the applicant was sanctioned with vehicle advance and availed the same. Whether he was directed too repay the vehicle advance so availed in full for the reason that the vehicle was purchased in violation of or in contravention of rules? If so, the details thereof.</p>	:

27.	If the price of the vehicle is in excess of the amount of advance applied for the proposed source from which he wants to meet out the difference.	
28.	<p>Whether the applicant has now applied for advance for the purchase of Motor Cycle / Scooter /Moped having already availed Cycle advance from Government?</p> <p>If so, state the number and date sanction order for the Cycle advance</p> <p>a. Certified that the particulars given above are complete and true . . . . .</p> <p>b. Certified that I have not purchased the Vehicle for which I have applied for advance, till date, that I shall complete the payment for and take possession of the vehicle before the expiry of one month from the date of drawal of the advance and I shall insure it within one month from the date of taking delivery of it.</p>	
29.	<p>a. Whether the applicant is on leave</p> <p>b. If so, the nature of leave</p> <p>c. The date from which the applicant in on leave</p> <p>d. Date of expiry of leave</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p>

Date:  
Station:

Signature of the Applicant.

**RECOMMENDATION AND CERTIFICATE BY THE HEAD OF OFFICE**

Certified that the particulars furnished by.....

..... In his application for the  
Sanction of advance for the purchase of .....

Have been verified with official documents/records and found correct and that he  
Is an approved probationer / his services were confirmed in the post of

..... And that no disciplinary  
Proceedings are pending against him. The applicant has.....

.....Applied for the vehicle advance for the first  
Time.

The applicant has already drawn vehicle advance .....

..... Times, now he has applied for the.....  
time.

Certified that the applicant is eligible for the sanction of vehicle advance  
for the purchase of..... vehicle in  
accordance with rules.

Date :  
Station :

SIGNATURE / SEAL OF THE  
HEAD OF THE OFFICE

**T.N.F.C. FORM 13**

(See Chapter X, Article 230 (c) (2))

**Form of Agreement to be executed at the time of Drawing an advance for the purchase of a Motor Car / Motor Cycle / Scooter**

*AN AGREEMENT made this .....day of Two thousand and ..... between..... (herein after 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 the Tamil Nadu Financial Code (Herein after referred to as the said code, which expression shall include any amendments thereof or additions thereto for the time being in force) applied to the Government of Tamil Nadu (hereinafter called the Government) for a loan of Rs..... (Rupees.....only) for purchase of a new motor car / cycle / scooter 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 hereto that in consideration of the sum of Rs..... (Rupees..... . .....only) 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 the Government the said amount with interest calculated according to the said code by monthly deductions 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 the advance to expend the full amount of the said loan in the purchase of a new motor car / cycle / scooter or if the actual price paid is less than the loan, to repay the difference to the Government forthwith, (3) in the event of Borrowers reversion from Government service before the advance drawn together with interest is fully repaid to repay in one lump sum the 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 new motor car / cycle / scooter to the Government as Security for the amount lent to the borrower as aforesaid and interest in the form provided by the said code and it is hereby lastly agreed and declared that if the new motor car / cycle / scooter has not been purchased and hypothecated as aforesaid within one month from the date of drawal of the advance or if the Borrower within that period becomes insolvent or quits the service of the Government or dies the whole amount of the loan and interest accrued therein shall immediately become due and payable.*

*IN WITNESS WHEREOF the borrower\* ..... and  
.....for and on behalf of the  
Governor of Tamil Nadu have hereunto set their hands.*

*Signed by the said in the presence of*

1.

2.

*(Signature of Witnesses  
with Name and Address)*

*Signature and Designation of the borrower*

*Signed by (Name and Designation)*

.....

*for and on behalf of the Governor of Tamil Nadu in the presence of*

1.

2.

*(Signature of Witnesses  
with Name and Address)*

*Signature and Designation of the Officer*

.....

*\* Name and Designation of the Borrower*



**M.F.C. Form 14**  
**(See Chapter X, Article 230(c) (3))**

**FORM OF MORTGAGE BOND FOR A MOTOR CAR ON ACCOUNT OF  
WHICH A GOVERNMENT SERVANT HAS DRAWN AN ADVANCE.**

This indenture made this.....day of .....Two thousand and  
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 of the other part.

Whereas the Borrower has applied for and has been granted an advance of Rs.  
(Rupees        Lakhs only) to purchase a Motor Car on the terms of article  
230/231 of the Tamil Nadu Financial Code (hereinafter referred to as the said code which  
expression shall include an amendments thereof or additions thereto for the time being in  
force) and whereas one of the conditions upon which the said advance has been granted  
to the Borrower of that the Borrower will hypothecate the said Motor Car 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 Motor Car particulars whereof or 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 to the Government the  
sum of Rs.        (Rupees        only) aforesaid for the balance thereof  
remaining unpaid at the date of these presence by equal payments ( instalments) of

Rs. (Rupees                      only) each on the first day of every month and will pay interest on the sum for 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 the salary in the manner provide by the said code, and in further pursuance of the said agreement the borrower doth hereby assigned and transfer unto the Government the Motor Car 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 Motor Car and that the same is his absolute property and that he 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 Motor Car. Provided always and it is hereby agreed and declared that if any of the said instalments of principles or in the 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 at any time cease to be in the service of the Government or if the Borrower shall sell or pledge or part with the property in or possession of the said Motor Car or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or judgement against the Borrower the whole of the said principle sum which shall then be remaining due and unpaid together with interest thereon calculated as aforesaid shall forth with become payable, and it is hereby agreed and declared that the Government may on happening of any of the events

herein before mentioned seize and take possession of the said Motor Car and either remain in possession thereof without removing the same or else may remove and sell the said Motor Car either by Public auction or private contract and may out of the sale moneys retain the balance of the said advance then remaining upset and any interest due thereon calculated as aforesaid and all costs, charges, expenses, and payments properly incurred or made in maintaining, defending or releasing their rights hereunder and shall pay over the surplus, if any, to the borrower, his executor, administrators or personal representatives provide further that the aforesaid power of taking possession or selling of the said Motor Car shall not prejudiced the rights 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 Motor Car being sold the amount by which the net sale proceeds fall short of the amount owing and the borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government, he the borrower, will insure and keep insured the said Motor Car against loss or damage by fire theft or accident with the Life Insurance Corporation to be approved by the Director of Treasuries and Accounts, Madras and will produce evidence to satisfaction of the D.T.A., Madras that the Life Insurance Corporation with whom the said Motor Car is insured have received notice that the Government are interested in the policy and the borrower further agreed that he will not permit or suffer the said Motor Car to be destroyed or injured or to deteriorate in a greater degree than it would deteriorate by responsible wear and tear thereof and further that in the event of any damage or accident happening to the said Motor Car the borrower will forthwith have the same repaired and made good.

**THE SCHEDULE**

*Description of Motor Car* :  
*Maker's Name* :  
*Description* :  
*No. of Cylinders* :  
*Engine No.* :  
*Chasis No.* :  
*Cost price* :

*In witness whereof the said Thiru..... (Borrower's Name)\*  
and ..... for and on behalf of the  
Governor of Tamil Nadu have hereunto set their respective hands.*

*Signed by the said in the presence of*

- 1.
- 2.

*(Signature of witnesses  
with Name and Address)*

*(Signature and Designation of the Borrower)*

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

- 1.
- 2.

*(Signature of witnesses  
with Name and Address)*

*(Signature of Designation of the Officer)*

.....  
\* *Name and Designation of the Borrower*