

# **TAMIL NADU ELECTRICITY BOARD**

**IMPORTANT GUIDE LINES AND BOARD  
ORDERS FOR SANCTIONING OF  
HOUSE BUILDING ADVANCE  
TO BOARD EMPLOYEES**

**(Corrected upto 31.12.2000)**

# CONTENTS

SI. No.	No. & Date of the order	Subject	Pages
1.	2.	3.	4.
1.	Memo.No.23526/E2/91-1, (S.B.) dated 25.5.1991.	Loans and Advances - House Building Advance - Tamil Nadu Government Employees House Building Advance Special Family Benefit Fund Scheme -Recovery of subscription - Clarification -Issued by the Government - Communicated.	1
2.	(Per.) B.P. (Ch) No.161, (S.B) dated 25.6.91.	House Building Advance - Sanction of Advance for purchase of Ready Built House from the Tamil Nadu Housing Board-Difference in cost between sanctioned amount and the cost of flat payable by the loanee - Instruction issued by Government - Adoption to Board - Orders - Issued.	3
3.	Memo. No.29942/E2/91-1, (S.B.) dated 21.8.1991.	Board Office Secretariat Branch - Loans and Advances - Advances for construction of House - Audit remarks - Instructions issued.	6
4.	Memo. No.38668/E2/91-2, (S.B) dated 23.9.1991.	Loans & Advances - House Building Advance - Calculation of Death-Cum-Retirement Gratuity for arriving quantum of House Building Advance - Instructions issued - Date of effect - Intimated.	8
5.	Memo. (Per.)No.27628/ E2/91-3, (S.B)dated 28.9.91.	Advance - House Building Advance - Allowing supervision and contingencies - Charges in the Estimates - Orders - Issued.	9
6.	Memo. (Per.)No.37405/E2/ 91-4, (S.B) dated 30.11.91.	Loans and Advances - House Building Advance - Excess sanction due to incorrect adoption of carry home salary - Excess amount reimbursed towards stamp duty and Registration Fee - Instructions - Issued.	10
7.	(Per.) B.P. (FB) No.9 (S.B.) dated 10.2.1992.	Loans and Advances - Interest - Rate of interest for the year 1991 - 92 Orders - Issued.	11
8.	Memo. No.135071/C1-2/ 91-2, (Adm. Br) dated 21.2.1992.	Loans and Advances - House Building Advance sanctioned to the Board employees - Delay in submission of completion report by the loanee employee - Reg.	12
9.	(Per.) B.P. (Ch)No.30 (S.B.) dated 24.2.1992.	Loans and Advances - House Building Advance - Sanction of advance for enlargement of existing living accommodation - Eligibility - Orders Issued.	13
10.	Memo. (Per.) No.23526/E2/ 91-6 (S.B.) dated 30.5.92.	Loans and Advances - House Building Advance - Tamil Nadu Government employees' House Building Advance Special Family Benefit Fund Scheme - Recovery of subscription - Clarifications - Issued.	15

11.	Circular Memo.No.36504/ E2/92-1 (SB) dated 27.7.92.	Loans and Advances - House Building Advance Long term loans and advances to Tamil Nadu Electricity Board Employees - Maintaining of House Building Advance Recovery Register - Further instruction - Issued.	16
12.	Memo. (Per.) No.71160-E2/ 91-7 (SB) dated 10.8.92.	Loans and Advances - House Building Advance Recovery of subscription towards House Building Advance Special Family Benefit Fund - Clarification - Issued.	17
13.	Memo. (Per.) No.72217-E2/ 88-25 (SB) dated 24.9.92.	Loans and Advances - HBA - Sanction of House Building Advance to Board employees for purchase of Ready Built Flat from Private parties - Producing of sale deed procedure to be followed - Clarification - Issued.	18
14.	Memo.(Per.)No.54400/E2/ 92-1 (SB) dated 28.9.92.	Loans and Advances - House Building Advance Sanction of advance for purchase of Ready Built House/Flat/ Plot from close relatives - Instructions issued by Government - Adoption to Board - Orders issued.	19
15.	Memo.(Per.)No.63214/E2/ 92-1 (SB) dated 17.10.92.	Loans and Advances - House Building Advance- Executing mortgage deed - Reimbursement of stamp duty - Percentage increased - Reg.	20
16.	Memo.No.72217/E2/88-26 (SB) dated 24.10.1992.	Loans and Advances - House Building Advance Sanction of House Building Advance to Board employees for purchase of Ready Built Flat from Private parties - Producing of Sale Deed procedure to be followed - Further instructions issued.	21
17.	Memo.(Circular)No.62232/ E2/92-1 (SB) dated 9.11.92.	Loans and Advances - House Building Advance - Longterm advances to Tamil Nadu Electricity Board employees-Maintaining of House Building Advance - Recovery register - Further instructions - Regarding.	22
18.	Memo:(Per.)No.59192-E2/ 92-1(Sectt.Br.) dated 27.11.92.	Loans and Advances - House Building Advance - Tamil Nadu Electricity Board Employees' Special Family Benefit fund scheme - adjustment in respect of combined advance - clarification - Issued.	23
19.	(Per.) B.P.(Ch.)No.220 dated 1.12.1992.	Loans and Advances - House Building Advance - Sanction of advance for construction/Enlargement/ Plot-cum-construction-Stages at which the instalments are to be released - Orders - Issued.	24
20.	Memo.No.76622/E2/91-5 (Sectt.Br.) dated 9th Dec.1992.	Loans and Advances - House Building Advance - Sanction of House Building Advance to Board Employees for purchase of Ready Built House/Flat from private parties - producing sale deed - Procedure to be followed Revised instructions - Issued.	27

21.	(Per.)B.P.(FB)No.2(S.B) dated 13.1.1993.	Loans and Advances - Interest rate of interest on House Building Advance and Conveyance advance for the year 1992-93 orders - Issued.	28
22.	Lr.No.64927-E2/93-2(S.B) dated 4.2.1993.	Loans and Advance - House Building Advance - Sanction of advance - Rate of interest for 1992-93-Communicated.	29
23.	Memo.(Per)No.83879-E2/ 92-1(Sectt.Br.) dated 10.3.1993.	Loans and advances - House Building Advance sanction of advance for purchase of Ready Built house/Flat/Plot from close relatives further instructions - Issued.	30
24.	Memo.(Per.)No.80256-E2 92-1(Sectt.Branch) dated 12.3.93.	Advance-House Building Advance - Allowing supervision and contingencies charges in the Estimates - Further orders - Issued.	31
25.	Memo.No.2173-E2/93-1 (Sectt.Br.) dated 20.5.93.	Loans and advances-House building advance-Sanction of advance for construction/Enlargement/Plot cum Construction-Stages at which the instalments are to be released Ordered-Clarification issued.	32
26.	(Per.)Memo.No.31640/ E2/93-1(Sectt.Br.) dated 18.11.93.	Loans and Advances-House Building Advance Recovery of House Building Advance from Board Employees who are employed abroad orders issued.	34
27.	(Per.)B.P.(FB)No.2 (Sectt.Br.) dated 17th Jan.94.	Loans and Advances - Interest Rate of Interest on House Building Advance and Conveyance advance for the year 1993-94-Orders issued.	35
28.	Memo.No.80709-E2/93-1 (Sectt.Br) dated 3rd Mar.94.	Loans and advances-House Building Advance-Inspection of Construction of Building - Instruction - issued.	37
29.	Memo.(P)No.80996/E2/ 93-1 (Sectt.Br.) dated 9.3.1994.	Loans and advances-House Building Advance-Sanction of Advance for purchase of Ready Built House/Flat from "Close Relatives" clarification issued.	38
30.	(Per.)B.P.(CH)No.102 (Sectt.Br.) dated 27.4.1994.	Loans and Advances-House Building Advance-Sanction of additional Advance to complete construction of House/Enlargement/Improvement of the house-Dispensing the sanction of additional advance-orders - issued.	39
31.	Endt.No.65882/E2/94-1 (Sectt.Br.) dated 27th Oct.94.	Loans and Advances-House Building Advance-Raising of Private loans Further clarification-Issued.	41
32.	(Per)B.P.(FB)No.117 (SB) dated 8th Dec.1994.	Loans and Advance-Interest-Rate of Interest on House Building Advance and Conveyance advance for the year 1994-95 Orders-Issued.	42



33.	Memo.No.76797-E2/94-1 (Sectt.Br.) dated 24.12.94.	Loans and Advance-House Building Advance Loanee employees who die while in service and the amount adjusted under House Building Advance special Family Benefit Fund Acknowledgement of Debt - Format Prescribed.	44
34.	Memo.No.91555-E2/94-1 (S.B) dated 13.1.95.	Loans and Advances-House Building Advance-Issue of Annual Accounts slip to the Tamil Nadu Electricity Board Employees-Orders-Reiterated.	46
35.	Memo.No.16150-E2/94-1 (S.B) dated 18th Jan.95.	Loans and Advances-Sanction of - Instructions- Issued.	47
36.	Memo.No.12062-C2/95-1 (S.B) dated 25th Mar.95.	Loans and Advances-Sanction of - Instructions issued - Clarification.	48
37.	(Per)B.P.(Ch.)No.85 (S.B) dated 7th Apr.95.	Loans and Advances-House Building Advance- Enhancement of ceiling on advance-Orders-Issued.	49
38.	(Per)B.P.(Ch.)No.108 (S.B) dated 2nd May 95.	Loans and Advances-House Building Advance- Sanction of Advance for the purchase of flat from private parties-Registration of agreements between employees of the Board and flat promoters- Clarification-Issued.	51
39.	Memo.No.20252-E2/95-1 (S.B) dated 5th May 95.	Loans and Advances-House Building Advance - Inspection of Construction of Building -Certain clarification-Issued.	52
40.	Memo.(Per)No.86269/ E2/94-1(S.B) dated 14th June 1995.	Loans and Advances-House Building Advance- Advance for purchase of Ready Built Flat from private parties-Producing of Sale Deed-Certain modification-Orders - Issued.	53
41.	Memo.No.17131/E2/95-4 (S.B) dated 16th June 1995.	Loans and Advances-House Building Advance- Sanction of additional advance-Instructions-issued.	54
42.	Memo.No.38195-E2/95-2 (S.B) dated 27th June 1995.	Loans and Advances-House Building Advance- Discharging of mortgage deed and executing of acknowledgement of Debt-Certain instruction.	55
43.	Memo.No.54245-E1/95-1 Sectt.Br. dated 22nd Aug.1995.	Loans and Advances-House Building Advance- Allotment of funds towards differential amount due to revision of estimate-Instructions-Reiterated.	56
44.	Memo.No.62525/E2/95-1 dated 28th Sep.1995.	Loans and Advances-House Building Advance- Enhancement of ceiling on advance-Further Clarification - Issued.	57
45.	(Per)B.P.(F.B)No.84 (S.B) dated 23rd Nov.95	Loans and Advances-Interest-Rate of Interest on House Building Advance and Conveyance Advance for the year 1995-96-Orders-Issued.	58
46.	Memo.No.28654/E2/95-3 (S.B) dated 1st Dec.95.	Loans and Advances-Sanction of-Ensuring Carry Home salary-Modified Instructions for certain categories of Advance-Orders issued.	59

47.	Memo.No.71250/E2/95-1 (S.B) dated 4th Dec.95.	Loans and Advances-House Building Advance- Insurance of the house constructed/enlarged/ Purchased out of Board's loan-Avoidance of delay - Instructions-Reiterated.	60
48.	(Per).B.P.(Ch.)No.69 S.B dated 1st Mar.1996.	Loans and Advances-House Building Advance for enlargement/improvement of existing living accommodation-Eligibility orders-issued.	61
49.	Lr.No.15175/E1/95-8 (S.B) dated 25th Mar.96.	Loans and Advances-House Building Advance- Sanction of advance to the employees of the Electrical undertakings-Obtaining of Rectification deed.	63
50.	Memo.No.42712-C2/96-1 (S.B) dated 3.8.96.	Advance-House Building Advance-Grant of permission to workmen covered by Board's standing orders clarification-issued.	65
51.	(Per.)B.P.(F.B)No.57 S.B dated 6th Aug.1996.	Loans and Advances-House Building Advance- Tamil Nadu Electricity Board Employees House Building Advance special family benefit fund scheme Eligibility-Extension of the scheme Orders of the Government-Applicability to Board-Orders-Issued.	66
52.	Memo.No.25661/E2/96-1 (S.B) dated 26th Aug.96.	Loans and Advances-Counting of service rendered as Helper(Trainee) and Office Helper(Trainee) for sanction of House Building Advance, Conveyance Advance etc. Clarification-issued.	68
53.	Memo.(per.)No.62024/E2/ 96-1 (S.B) dated 29th Nov.1996.	Loans and Advances-House Building Advance- Sanction of Advance for Enlargement/improvement of existing accommodation allotted by Tamil Nadu House Board-Eligibility Further clarification-Issued.	69
54.	(Per).B.P.(FB)No.92 S.B dated 20th Dec.96.	Loans and Advances-Interest - Rate of Interest on House Building Advane, Conveyance Advance etc. for the year 1996-97-Orders-issued.	70
55.	(Per.)B.P.(FB)No.97 S.B dated 30th Dec.96.	Loans and Advances-House Building Advance- Rules to regulate grant of Advance to Tamil Nadu Electricity Board Employees for Building etc. of Houses-Amendment-Issued.	72
56.	Circular Memo.No.21473/ E2/97-1 (Sectt.Br.) dated 19.4.97.	Loans and Advances-House Building Advance- Eligible service for sanction of House Advance Instructions-Issued.	74
57.	Memo.No.32148/E2/97-1 (Sectt.Br.) dated 24.4.1997.	Loans and Advances - House Building Advance- Advance for the purchase of Ready Built House/ Flat from private parties-Inspection of the house- Instructions-Issued.	75
58.	Memo(Per)No.57972/E2/ 96-4 (Sectt.Br.) dated 7.5.1997.	Loans and Advances-House Building Advance- Inclusion of cost of Electrical Motor in the Estimate- Clarification-Issued.	76

59.	(Per.)B.P(FB)No.57 S.B. dated 28th July 97.	Loans and Advances-Interest-Rate of interest on House Building Advance, Conveyance Advance etc. for the year 1997-98-Orders-Issued.	77
60.	Memo.(Per.)No.26033/ E2/97-4(Sectt.Br.) dated 28.8.97.	Loans and Advances-House Building Advance-Reimbursement of Stamp duty and Registration fee incurred outside the State of Tamil Nadu - Clarification-issued.	78
61.	Memo.(Per.)No.67488/ E2/97-1(Sectt.Br.) dated 12.9.97.	Loans and Advances-House Building Advance-Roof level of construction Clarification-issued.	79
62.	Memo.(Per)No.73179/E2/ 97-1 dated 15.10.1997.	Loans and Advances-House Building Advance-Sanction of Advance for carrying out improvement works in the existing house - Inspection Instructions - Issued.	80
63.	Memo(Per.)No.6529/E2/ 97-8 (S.B) dated 22.11.97.	Loans and Advances-House Building Advance sanction of advance for purchase of Ready Built House/Flat/Plot from close relatives clarification issued.	81
64.	(Per)B.P(FB)No.5 (Secct.Br.) dated 27th Jan.1998.	Loans and Advances-Counting of service rendered as Helper(Trainee) and Office Helper(Trainee) for sanction of House Building Advance, Conveyance Advance etc. - orders issued.	82
65.	Memo (Per)No.81842/E2/ 97-4 (Sectt.Br.) dated 18.4.1998.	Loans and Advance-House Building Advance plan approval by village panchayat presidents - orders issued by the Government-Applicability to Board-Orders-issued.	83
66.	U.O.Note.No.75760/E2/ 98-1 dated 9th Nov.98.	Loans and Advances-Thiru.S.Panneer, Asst.Exe.Engineer/Civil/Permission requested to purchase a flat through Life Insurance Corporation - Clarification - issued.	84
67.	Bd'sLr.No.36436/E2/98-2 dated 26th Nov.98.	Loans and Advances-House Building Advance-Ready Built House from the Tamil Nadu Housing Board-Execution of sale deed-No objection Certificate-Clarification issued.	85
68.	(Per.)B.P(Ch.)No.37 S.B dated 25th Jan.1999.	Loans and Advances-House Building Advance-Special Family benefit fund scheme-Extension of the scheme to the employees of Coimbatore Corporation Electrical-Undertaking-Orders Issued.	86
69.	(Per.)B.P(FB)No.7 S.B dated 18th Feb.1999.	Loans and Advances-Interest-Rate of interest on House Building Advance, Conveyance Advance etc. for the year 1998-99-orders issued.	88

70.	Copy of Govt.Lr.No. 38541/HBA1/99-1 dated 29.9.99 Communicated in Bd's Endt.No.81191/A7/A72/99-1 dated 10.11.99.	Loans and Advances-House Building Advance-Loan sanctioned through Housing Development Finance Corporation, CANFIN and INDFIN - Death of loanees Non intimation and Waiver of loan amount in time-Financial loss to Government-Avoidance of Instructions-Issued.	89
71.	Memo.No.13640/A7/A72/2000-1 dated 24th Mar.2000.	Loans and Advances-Signing of Deeds and documents by Departmental officers and the Loanee employee-Certain instructions-Issued.	91
72.	Memo(Per)No.17785/A7/A72/2000-2 dated 28th March 2000.	Loans and Advances-House Building Insurance of house constructed/enlarged/purchased out of Board's loan - Avoidance of delay-Instructions-Reiterated.	92
73.	Lr.No.26734/A72/2000-1 dated 22-4-2000	Loans and Advances - Sanction to Thiru. M. Mani Driver - Not Completed the house - Remitted Principal with accrued interest - Releasing of original deed - Reg.	94
74.	(Per.)B.P.(FB)No.42 S.B dated 8th May 2000.	Loans and Advances - Interest - Rate of Interest on House Building Advance, Conveyance Advance etc. of the year 1999-2000 Orders - issued.	95
75.	Lr.No.33952/A7/A72/2000-2 dated 24.6.2000.	Loans and Advances-Thiru.P.Muniyandi Switch Board Operator-Sanction of House Building Advance-Clarification issued.	97
76.	Lr.No.32796/A7/A72/2000-1 dated 20.7.2000.	Loans and Advances-House Building Advance-Sanctioned to Thiru.T. Murugan, Office Helper-for the purchase of plot and construction of house thereon-Non-utilisation of 3rd and final instalment amount of Rs.94,425/- Instruction for recovery-Reg.	98
77.	Lr.No.52278/A7/A72/2000-1 dated 2.8.2000.	Loans and Advances-House Building Advance-Ready built House constructed by Tamil Nadu Housing Board/Ariyalur-Application by Thiru.P.Lakshmanan, C.A - Purchase of 'D' type twin house-Eligibility of HBA as single allotment-Clarification-Issued.	99
78.	கடிதம் எண்.45417/அ7/அ72/2000-2, நாள் 24.8.2000.	கடன் மற்றும் முன்பணம் - வீடு வாங்கும் முன்பணம் - திரு. பி. சிவஞானம், கணக்காய்வாளர், புதன் சந்தை - கட்டிய வீட்டை வாங்க வீட்டுக் கடன் பெறுவது - மாதாந்திர ஊதியத்தில் பிடித்தம் செய்யும் தவணைத் தொகை மாற்றம் செய்து ஆணை பிறப்பித்து - தொடர்பாக.	100
79.	(Per)B.P.(FB)No.68 S.B dated 28th Aug.2000.	Loans and Advances-House Building Advance-Enhancement of Ceiling on HBA from Rs.4.00 lakhs to Rs.6.00 lakhs orders-issued.	101

80.	(Per)B.P.(Ch.)No.199 SB dated 29th Aug.2000.	Loans and Advances-House Building Advance-Settlement of outstanding HBA with interest in one Lumpsum-Clarification issued by Government Adoption to Board-Orders issued.	103
81.	Lr.No.68180/A7/A72/2000-1 dated 20.9.2000.	Loans and Advances-House Building Advance-Enlargement of existing house owned by the spouse of Thiru.T.Bharathan, Value House Attendant-Spouse expired prior to Sanction-Eligibility-Clarification issued.	105
82.	(Per)Memo.No.17785/A7/A72/2000-9 dated 29th Sep.2000.	Loans and Advances-House Building Advance-Transfer of Board Employees who availed House Building Advance-Procedure to be followed-Instruction Reiterated.	106
83.	Lr.No.78909/A7/A72/2000-1 dated 16.10.2000.	Loans and Advances-House Building Advance-Permission to effect the outstanding balance due from the spouse-Clarification-Issued.	107
84.	Lr.No.77049/A7/A72/2000-1 dated 17.10.2000.	Loans and Advances-House Building Advance sanctioned and paid to Thiru.R.Raju, Selection Grade Junior Assistant-Sale deed, Mortgage Deed and Insurance policy not produced-D.P.initiated further course of action-Clarification-Issued.	108
85.	கு. எண். 68190/அ7/அ72 2000-1 நாள் 21-10-2000.	கடன் மற்றும் முன்பணம் - வீட்டுக்கடன் முன் பணம் - தயார் நிலை வீடு வாங்க - திரு. ஜி. சேதுராமன், கணக்கு உதவியாளர், வருவாய் பிரிவு - முன்பணம் அளிக்கப்பட்டது. வீட்டுக் கடன் முறையாக உபயோகிக்காமல் வாரியக்கடன் முன்பணத்தினை முறைகேடாக பயன்படுத்தியது - விளக்கம் அளித்தல் - சம்பந்தமாக.	109
86.	Lr.No.83570/A7/A72/2000-1 dated 21.10.2000.	Loans and Advances - House Building Advance Sanctioned to Thiru R. Balakrishnan, commercial Assistant for construction of new house - Re-imbursement of Stamp Duty and Registration fees - time barren claim - clarification - Issued.	110
87.	Lr.No.64521/A7/A72/2000-4. dated 23.11.2000.	Loans and Advance - House Building Advance for improvement to Thiru. S. Mohanasundaram, I.A./ Muthialpet Section - clarification - Issued.	111
88.	கடித எண். 95675 / அ7 / அ72 / 2000-1 நாள் 11.12.2000.	கடன் மற்றும் முன்பணம் - பணியாளரின் வைப்பு நிதித் தொகையிலிருந்து வைப்பு நிதி கடன் வழங்கிட - வீட்டிற்கு எடுத்துச் செல்லும் சம்பள விகிதம் - தெளிவுரை கோருதல் - சம்பந்தமாக.	112

MEMORANDUM NO.23526/E2/91-1,(S.B) DATED 25<sup>TH</sup> MAY 1991.

Sub: Loans and Advances – House Building Advance –  
Tamil Nadu Government Employees House Building  
Advance Special Family Benefit Fund Scheme - Recovery  
of subscription – Clarification – Issued by the Government –  
Communicated.

Ref: B.P Ms(FB) No.61(SB) dated 16.07.1986.

A copy of Government's letter No.8779/C-1/90-8, Housing and Urban Development (CI) Department dated 25.3.1991 in regard to clarification on payment of subscription to House Building Advance Special Family Benefit Fund is communicated for guidance.

**K.N.Rathinavelu,**  
**Secretary.**

Encl: Copy of Lr.No.8779/C1/90-8, H&U Development Department Government of Tamil Nadu from Tmt. V. Chandralekha, Secretary to Government addressed to all Collectors, all Head of Departments.

---

Sub: Loans and Advance – House Building Advance – Tamil Nadu Govern  
ment Employees House Building Advance Special Family Benefit Fund  
Scheme – Recovery of subscription – Clarification issued.

Ref: 1. From the Director of Statistics Lr.No.18821/ Accts/4-6/90-1, dated  
5.2.1990.

2. From the Director of Treasuries and Accounts, Lr.No.20620/90/K2,  
dated 27.4.1990.

I am directed to state that the Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme is being implemented with effect from 1.4.86. According to the Scheme, all the Government Servants who have obtained house building advance shall subscribe to the above scheme each month at the rate of 1% of the amount recovered monthly, towards the repayment of the house building advance from the month following the month in which the first instalment of the advance is paid till the repayment of the advance in full together with interest thereon, provided the loanees have a service period of five years and above, prior to the date of their Superannuation at the time of enrolment under the scheme. In the event of the death of the loanee while in service before the repayment of the advance in full, the entire outstanding amount of advance with interest shall be adjusted under the above scheme. In cases where the lumpsum recovery is made from the Death-cum-Retirement Gratuity, Subscription at 1% to the above scheme is not made.

2. The Director of Statistics has raised a presumption that in respect of amounts remitted by the individuals in one lumpsum, to reduce the burden of repayment of the advance, the subscription to the Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme at 1% of the repayment need not be collected and requested the Government to confirm his presumption.

3. The Director of Treasuries and Accounts who was consulted in the matter has stated that 1% of the recovery may also be effected on the lumpsum remittance made by the loanees towards the repayment of house building advance and interest thereon.

4. I am directed to state that the Government after careful examination, accept the views of the Director of Treasuries and Accounts and direct that the subscription of Tamil Nadu Government Employees House Building Advance Special Family Benefit fund scheme shall be recovered at 1% of the lumpsum repayment by the loanee towards principal of House Building Advance or interest thereon.

**(Sd/-) Kursheed Begum,  
for Secretary to Government.**

**// True Copy //**

House Building Advance – Sanction of Advance for purchase of Ready Built House from the Tamil Nadu Housing Board – Difference in cost between sanctioned amount and the cost of flat payable by the loanee – instruction issued by Government – Adoption to Board – Orders – Issued.

(Permanent) B.P. (Ch) No.161 (S.B.)

Dated 25.6.91

Aani 12 Prochorpathi,  
Thiruvalluvar Aandu 2022

Read:

From Government Lr.No.(Ms.) No.792 H&UD (C1) Dept. Dated 10.5.91.

**PROCEEDINGS:**

In the reference cited, the State Government have issued instructions that while sanctioning of advance for purchase of Ready Built House/Flat from Tamil Nadu Housing Board the Sanctioning Authorities have to ensure that the applicant Government servant pays the entire balance due to the Tamil Nadu Housing Board (i.e) the difference between the cost of the house/flat allotted and the advance sanctioned and produces the proof therefor, after the issue of formal orders and before the release of the sanctioned amount of advance – vide Annexure.

2. In as much as the House Building Advance Rules of the Tamil Nadu Electricity Board have been framed based on the House Building Advance Rules of the State Government it has been decided to follow the instructions of the State Govt. issued in para 1 above.

3. In the circumstances stated above, it is hereby ordered that the orders issued in para 1 above be adopted to the employees of Board and that the sanctioning authorities while sanctioning of Advance for purchase of Ready Built House/Flat from the Tamil Nadu Housing Board shall ensure that the loanee applicant Tamil Nadu Electricity Board employee pays the entire balance due to the Tamil Nadu Housing Board, i.e. the difference between the cost of the House/flat allotted and the advance sanctioned and produces the proof therefor, after the issue of formal orders and before the release of the sanctioned amount of advance.

4. The receipt of the B.P may be acknowledged.

(By Order of the Chairman)

K.N. Rathinavelu,  
Secretary.



Encl : Copy of Letter (Ms.) No.792 Dated 10<sup>th</sup> May 1991, From Tmt. V. Chandralekha, I.A.S., Secretary to Government, Housing and Urban Development (CI) Department, Government of Tamil Nadu Secretariat, Fort St. George, Madras – 9 – Addressed to All Collectors.

---

Sub : House Building Advance – Sanction of advance for purchase of Ready Built House from the TAMIL NADU HOUSING BOARD – Difference in cost between sanctioned amount and cost of flat payable by the loanee – Instructions – Issued.

Ref : From the Collector of Madurai, Letter No.V6.58025/88 dated 27.11.90.

---

I am directed to state that the Collector of Madurai, in his letter cited has stated that some of the Government Servants who have to pay huge amount being the difference between the house building advance sanctioned and the cost of the house allotted by the Tamil Nadu Housing Board have represented that eligible house building advance may be released by the Government first, so that they will pay the difference cost of the Housing Board later in easy instalments, for which they do not produce any permission letter from the Housing Board to do so. He has further stated that if the loanee is permitted to remit the balance due to the Tamil Nadu Housing Board in instalments, it is doubtful when and whether the dues will be settled in full by the loanee and if there is any default, then it will create problems to Government, if the loanee does not pay the balance due to the Tamil Nadu Housing Board. He has therefore, requested the Government to clarify whether in the case of Ready Built House allotted by the Tamil Nadu Housing Board, the eligible amount of house building advance may be released first to Government Servants permitting them to pay the difference cost irrespective of the quantum to the Tamil Nadu Housing Board in easy instalments.

2. As per house building advance rules, advance will be sanctioned for the purchase of ready built house/flat allotted by the Tamil Nadu Housing Board on outright basis only. Advance will not be sanctioned for the purchase of ready built house/flat allotted under hire-purchase. However, if the applicant produces a “No Objection Certificate” converting the hire purchase allotment into outright purchase, then house building advance will be sanctioned, provided the allottee has not started paying instalments to the Tamil Nadu Housing Board. In such cases, the applicant no doubt has to pay the cost of the house/flat to the Tamil Nadu Housing Board in one Lumpsum. The difference between the cost of the house and the advance sanctioned to him has to be paid in one lumpsum by the loanee from his private sources. In such cases, remittance of the balance in instalments may not be permissible, as it will amount to hire purchase remittance. But, if the loanee fails to remit the balance amount to the Tamil Nadu Housing Board, the Board will take penal action to recover the dues and the interest of the Government will suffer.

3. In the circumstances explained in paragraphs 1 and 2 above, I am directed to state that payment of the dues in instalments towards the balance cost of house/flat allotted by the Tamil Nadu Housing Board will amount to payment of hire purchase instalments and that there is no provision for the sanction of house building advance for the purchase of a ready built house/flat allotted by the Tamil Nadu Housing Board under hire purchase. I am therefore, to request you to ensure that the applicant Government Servant pays the entire balance due to the Tamil Nadu Housing Board (i.e) the difference between the cost of the house/

flat allotted and the advance sanctioned and produces the proof therefor, after the issue of formal orders and before the release of the sanctioned amount of advance.

4. This letter issued with the concurrence of the Finance Department vide its U.O.No.37621/Sal-I-91-1, dated 12.4.91.

**SD/-**

**for Secretary to Government**

**//True Copy//**

Sub : Board Office Secretariat Branch – Loans and Advances –  
Advances for construction of House – Audit remarks –  
Instruction issued.

Ref : i) Lr.No.Adm.II/A6/F. Audit Slip No.76/D/91, dated 29.4.91.  
ii) Lr.No.Adm.II/A6/F.HBA Audit D.70/91, dated 8.6.91.

Instructions have been issued in Board's Memorandum No.105098/E1/83-2, dated 18.12.84 that House Building Advance sanction has to be accorded only after verification of the estimates by the Assistant Executive Engineer (Civil). But it has been brought to the notice of the Board by the Audit Branch that the Assistant Executive Engineers/Civil are not scrutinizing the estimates properly. For example they have raised the Audit points while auditing the House Building Advance files in Chidambaranar Electricity Distribution circle which are as follows:-

The Extra measurements were added by rounding off the actual measurements and the extra cost involved is furnished below:-

1. Extra works excavation	6.30 m <sup>3</sup>	3.00
2. P.C.C.1:5:10	0.23 m <sup>3</sup>	69.00
3. R.R. Work in C.M.1:6	0.64 m <sup>3</sup>	160.00
4. Filling the basement	0.58 m <sup>2</sup>	2.00
5. Fixing Base Country Wood	0.56 m <sup>2</sup>	294.00
6. Fixing R.S. Grill	0.16 m <sup>2</sup>	40.00
7. Fixing country wood for window	0.85 m <sup>2</sup>	510.00
8. Brick work in C.M.	0.60 m <sup>2</sup>	204.00
9. R.C.C. Mix 1:2:4	0.34 m <sup>2</sup>	680.00
10.P.C.C.Mix 1:15:10	0.16 m <sup>2</sup>	48.00
		2010.00

The total estimate cost was Rs.1,10,000/- and the sanction was also accorded for Rs.10,000/- . If the extra cost provided in the estimate has actually been deducted from the actual cost of the estimate, the cost will be Rs.1,07,990/-. Sanction was made over and above the actual cost of the estimate to the extent of Rs.2010/-.

This was the case in several other circle offices.

2. All the Sanctioning Authorities for House Building advance are hereby informed that House Building Advance has to be sanctioned only after due verification of the estimates by Assistant Executive Engineer/Civil of the Board and that a certificate from the Assistant Executive Engineer/Civil should be obtained that the estimates are correct and that the extra measurements added are rounded off to the actual measurements.

3. The above instructions issued shall be followed scrupulously in future and failure to comply with the instructions will be viewed seriously by the Board.

Receipt of this memorandum may be acknowledged.

**K.N. Rathinavelu,**  
**Secretary.**

Memorandum No.38668/E2/91-2, (SB) dated 23.9.1991.

Sub: Loans & Advances – House Building advance – Calculation of Death-cum Retirement Gratuity for arriving quantum of House Building Advance – Instructions issued – Date of effect – intimated.

Ref: Board's Memo.(Per.) No.52353/E2/90-2, (SB) dated 10.10.1990.

All the Sanctioning Authorities are informed that the date of effect of the orders issued in the reference cited shall be from the date of issue of the said order i.e. from 10<sup>th</sup> October 1990.

Receipt of this memorandum may be acknowledged.

**S. Chockalingam,  
Secretary-in-charge.**

Sub: ADVANCE – House Building Advance – Allowing supervision and contingencies – Charges in the Estimates – Orders – Issued.

It is brought to the notice of the Board that the Audit party of the Board has pointed out certain discrepancies in the Audit Slip, regarding different rates of contingencies and supervision charges allowed in the actuals of estimates submitted by the employees and Housing Societies for availing House Building Advance from the Board.

2. The matter has been examined in consultation with the Government Chief Engineer/Civil Designs. It has been decided to follow a uniform procedure in this connection. It is therefore ordered that a provision of 5% towards petty supervision and contingencies (2 ½ % each) may be allowed in the actuals of estimates submitted by employees of the Board for the construction of house by availing House Building Advance from the Board. The above procedure should be followed scrupulously in future.

3. The receipt of the memo may be acknowledged.

**S. Chokalingam,**  
**Secretary-In-Charge.**

**Sub:** Loans and Advances – House Building Advance – Excess sanction due to incorrect adoption of carry home salary – Excess amount reimbursed towards stamp duty and Registration Fee – Instructions – Issued.

**Ref:** BOAB U.O Note No.52051/BOAB/Er.II/1.III/91-5, dated 25.5.1991.

It has been brought to the notice of the Board by the Audit party of the Board that certain discrepancies in the entitlement accounts for the period from 4/87 to 3/88 relating to the excess sanction of House Building Advance due to incorrect adoption of carry home salary. It was found that in certain cases in respect of which eligibility has been worked out based on 25% carry home salary, instead of 50% when there was no recovery actually effected during the period of sanction towards co-operative society. This has resulted in excess sanction towards House Building Advance to the officials concerned besides the Board incurring excess expenditure towards the cost of stamp duty and Registration fee. If the sanctioning authorities had followed the House Building Advance Rules and Orders of the Board, the excess expenditure mentioned above could have been avoided.

2. It is therefore ordered that all the sanctioning authorities should follow the House Building Advance rules and Orders Issued from time to time scrupulously failing which it will be viewed seriously and the excess amount incurred towards reimbursement of stamp duty and Registration fee due to excess sanction will be recovered from the staff responsible for such sanction in future while the excess sanction of House Building Advance from the concerned loanee employees.

3. Receipt of the memorandum shall be acknowledged.

(By Order of the Chairman)

**A.K. Thiyagarajan,**  
Secretary.

(Per.) B.P.(F.B) No.9, (Sectt.Branch) Dated the 10<sup>th</sup> February, 1992.

Thai 27, Prachorpathi,  
Thirivalluvar Aandu, 2023.

Read:

- (1) (Per.) B.P. (FB) No.54 (SB) dated 31.12.90.  
(2) G.O.Ms.No.655 Finance (BC) Department dated 5.9.1991.

### PROCEEDINGS:

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House building Advance and Conveyance Advance granted by Tamil Nadu Electricity Board to its employees during the year 1991-92 shall be as detailed below. These rates will take effect from the 1<sup>st</sup> April 1991.

(i) For House Building Advance: Percent per Annum for the year 91-92.

(a) For loans upto Rs.50,000/- 9.5

(b) For loans from Rs.50,001/- to

Rs.1,50,000/- 10.5

(c) For loans from Rs.1,50,001/- to

Rs.2,50,000/- 11.5

(ii) Conveyance Advance:

(a) For purchase of Motor-Car. 11

(b) For purchase of Motor-Cycles, Scooter and

Bi-Cycles. 9.5

This penal interest for all the loans shall be 2.75 per cent more than normal rates of interest per annum.

(By Order of the Board)

A.K. Thiagarajan,  
Secretary.



Sub: LOANS AND ADVANCES – House Building Advance sanctioned to the Board employees – Delay in submission of completion report by the loanee employee – Reg.

All Chief Engineers/Superintending Engineers of Board are informed that as per HBA Rule 7 (ii), the loanee employees should have completed the construction work within 18 (Eighteen) months from the date of drawal of the first instalment of advance and in exceptional cases, condition of delay is being obtained from the Chairman on the recommendation made by the respective Chief Engineers subject to House Building Advance Rules.

2. It has been represented to the Chairman by some unions, that certain employees, who obtained House Building Advance from the Board and could not complete the construction work within the stipulated period due to delay in sanctioning the second and subsequent instalments. However, D.Ps. were initiated and different kind of punishments such as stoppage of increment, denial of promotion and transfers to the places of their request etc., were imposed against them.

3. The Chairman during discussion with union, has informed that for the delay in the construction of houses for various genuine reasons, the delay might be condoned and punishment avoided.

4. The Chief Engineers/Superintending Engineers of the Board are therefore requested to review such cases referred to in para 2 above if any pending with them and to examine their cases and in genuine cases the delay in submission of completion report be condoned as per the HBA Rules by the sanctioning authority/Chairman.

5. The Chief Engineers/Superintending Engineers are also requested that in future the date for the submission of completion report by the loanee employees within the stipulated time may be closely watched and action taken reports are received in time to avoid such lapses.

6. They are also requested to direct the loanee employees to submit the completion report as ordered in the House Building Advance sanction memo. Well in advance keeping the time limit allowed with reference to House Building Advance Rules.

**N. Haribhaskar,**  
**Chairman. (23)**

(Per) B.P. (Ch) No.30 (Secretariat Branch)

Dated: 24.2.1992

Read:

1. Memo. (Per) No.25191/E2/87-6, dt.29.1.88.
2. G.O.Ms.No.1204 H & UD (C1) Deptt.dt.17.9.91.

## PROCEEDINGS:

In G.O.Ms.No.1853 Housing and Urban Development (C1) Department dt.7.12.87, the Govt. had already issued orders that a period of five years should have been completed from the date of purchase/ completion of house/flat to become eligible for House Building Advance for improving the existing living accommodation. The Board has also adopted the above G.O in the reference first cited.

2. In order to regulate the sanction of House Building Advance for the enlargement of existing living accommodation, the Govt. have now issued in G.O.Ms.No.1204, Housing and Urban Development (C1) Deptt. Dated 17.9.91 that the Govt. servants who apply for the sanction of house building advance for the enlargement of existing living accommodation should have completed a period of 5 years from the date of completion of construction / purchase of house / flat to become eligible to apply for house building advance for the enlargement of existing living accommodation. The Govt have also directed that a period of 5 years from the date of completion of first enlargement should have been completed to become eligible to apply for the sanction of house building advance for the enlargement of existing living accommodation for a second time.

3. The following amendment has also been issued by the Government to the Rules to regulate the grant of Advance to Government servants for building etc. of houses.

### Amendment

In the said Rules, in Rule 3, for Note (V), the following note shall be substituted namely:-

- (v) “A period of five years should have been completed from the date of completion of construction/purchase of house/flat to become eligible to apply for the sanction of house building advance for the enlargement/improvement of existing living accommodation.

A further period of five years should have been completed from the date of completion of enlargement of the existing living accommodation to become eligible to apply for the sanction of house building advance for the enlargement/Improvement of existing living accommodation for a second time.”

4. It has been decided to adopt the above amendment to Tamil Nadu Electricity Board House Building Advance Rules also. The Tamil Nadu Electricity Board hereby directs that in the said Rules, in Rule 3(b) after Note (ii) the following note shall be added as Note (iii), namely:-

## AMENDMENT

- (iii) "A period of five years should have been completed from the date of completion of construction/purchase of house/flat to become eligible to apply for the sanction of house building advance for the enlargement/improvement of existing living accommodation.

A further period of five years should have been completed from the date of completion of enlargement of the existing living accommodation to become eligible to apply for the sanction of house building advance for the enlargement/improvement of existing living accommodation for a second time".

5. This order shall come into force with effect from the date of this order. All the pending cases prior to this date shall be considered as per the procedure hitherto followed.

6. Receipt of this order shall be acknowledged.

(By Order of the Chairman)

**A.K.Thiyagarajan,  
Secretary.**

Sub: Loans and Advances – House Building Advance Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme – Recovery of subscription – Clarifications – Issued.

- Ref: (1) BOSB Memo.No.23526/E2/91-1, dt.25.5.91.  
(2) From the SE/Mettur Workshop Circle Lr.No.SE/WS/Adm/A3/F.HBA/PR.338/91, dt.29.6.91.  
(3) From the CE(D) Vellore Lr.No.CED/V/C1/601/91, dt.5.8.91.  
(4) From CFC/BOAB U.O.No.802/CFC/Estt./A4/HBA/91, dt.7.11.91.

In the reference first cited, orders of Govt. in regard to clarification on payment of subscription to Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme were communicated to all Sanctioning Authorities of the Board for guidance according to which the subscription towards the above fund should also be recovered at 1% of the lumpsum repayments made by the loanees towards principal of House Building Advance or interest thereon.

2. Certain Sanctioning Authorities for House Building Advance have raised the following clarifications:-

- (i) Whether the subscription at 1% of the lumpsum repayments by the loanees, may be recovered in the past cases also i.e. repayment made in one lumpsum previously.
- (ii) Whether the balance of payment of principal/interest towards House Building Advance adjusted against the Death-cum-Retirement-Gratuity consequent on voluntary retirement and superannuation will also attract this provision and 1% recovery on this amount adjusted against DCRG may also be recovered.

3. The matter has been examined in consultation with the Government. The following clarificatory orders are issued:-

- (i) The subscription at 1% of the lumpsum repayments by the loanees should be recovered in the past cases also (i.e) repayments made in one lumpsum previously, if the loanee employees are still continuing in their service.
- (ii) The 1% subscription on the amount adjusted against Death-Cum-Retirement-Gratuity consequent on voluntary retirement and superannuation need not be recovered, as the loanee Board employees retired from service and they were not eligible for the benefits under the House Building Advance Special Family Benefit Fund Scheme.

4. Receipt of the memo. Shall be acknowledged

**A.K.Thiyagarajan,**  
**Secretary.**

**Sub : Loans and Advances – House Building Advance Long term loans and advances to Tamil Nadu Electricity Board Employees – Maintaining of House Building Advance Recovery Register - Further Instruction – Issued.**

As per the House Building Advance Rules, the Sanctioning Authorities are responsible to watch the commencement and completion of recovery, full repayment of the loan etc.

2. In the Rules “to regulate the grant of advance to Tamil Nadu Electricity Board Employees for building etc. of houses” at P.34, the format of House Building Advance Recovery Register (Form No.11) has been given.

3. All the Sanctioning Authorities are requested to maintain the House Building Advance Recovery Register as per the format prescribed without any deviation.

4. The receipt of the Circular Memo. May be acknowledged.

**A.K.Thiyagarajan,  
Secretary.**

Sub : Loans and Advances – House Building Advance Recovery of  
subscription towards House Building Advance Special Family  
Benefit Fund – Clarification – Issued.

Ref : B.P.Ms.(FB)No.102 (Sectt.Br.) dated 3.12.87.

In para 3 of the B.P cited the Tamil Nadu Electricity Board has issued orders to the effect that the recovery of subscription towards House Building Advance Special Family Benefit Fund to be commenced on the date of disbursement of the first instalment of House Building Advance itself and continued to be effected every month from the salary payable to the employee irrespective of commencement of recovery of loan as such.

2. A point has been raised by the Chief Internal Audit Officer as to  
(i) Whether first month recovery towards 1% House Building Advance Special Family Benefit Fund has to be effected on the date of disbursement say on 26.10.87, if the first instalment of House Building Advance is paid on 26.10.87 and if so, whether such recovery should be effected by means of deduction from the amount payable towards House Building Advance or by cash remittance by the employee on 26.10.87 itself.

(ii) Whether the second month recovery is to be made in October 1987 pay payable in November 1987 or November '87 pay payable in December '87.

3. It is hereby clarified that if the first instalment of House Building Advance is paid on the last week of the month say on 26.10.87 to the individual and if the 1% Special Family Benefit Fund recovery could not be included in October pay payable in November pay, the individual shall be directed to remit 1% House Building Advance Special Family Benefit Fund in cash immediately. After receipt of the 1% of the amount, the Sanctioning Authority shall disburse the first instalment of the House Building Advance to the individual. In such cases 1% Special Family Benefit Fund normal recovery shall be continued in November pay payable in December.

4. The Sanctioning Authorities shall be requested to adhere to the instructions issued in para 3 above scrupulously.

5. Receipt of the Circular Memo. Shall be acknowledged.

**A.K.Thiyagarajan,**  
**Secretary.**

Sub : LOANS AND ADVANCES – House Building Advance Sanction of House Building Advance to Board employees for purchase of Ready Built Flat from Private parties – producing of sale deed procedure to be followed – Clarification – Issued.

Ref : (1) B.P. Ms. (Ch.) No.119(SB) dt.27.4.88.  
(2) BOSB Memo.No.39422-E2/91-1, dt.5.7.91.  
(3) From the Govt.(H&UB) Lr.No.25271-Ad.1(1)/89-18,dt.7.5.92.

In para 5 of the B.P first cited, it has been ordered that in all the cases where the advance for purchase of House/flat is released in instalments, the sale deed shall be obtained for the undivided share of the land alone. The property shall however, be mortgaged at the appropriate stage for the entire amount of advance sanctioned. It has also been ordered in para 6 of the B.P cited that in cases of application for purchase of Ready Built House/Flat from private parties where the applicants make no specific request for release of advance in instalments, the advance shall be released in a lumpsum, as normally done in respect of purchase of Ready Built House/Flat. In such cases where the House Building Advance for purchase of a Ready Built House/Flat from private parties is released IN ONE LUMP SUM the sale deed shall be obtained for the land as well as for purchase of House/Flat.

2. Number of employees and some Unions have expressed difficulties in obtaining sale deed for the land as well as for the purchase of the Flat and requested to permit them to submit the sale deed for the undivided share of the land alone.

3. The matter has been examined in detail in consultation with the Government. The Government have clarified that in the case of purchase of a flat from the real estate firm, the sale deed for the land along produced by the individual may be accepted and the property got mortgaged for the entire loan amount sanctioned.

4. After careful consideration, it is hereby ordered that in case, where the Board employees wish to purchase a flat from the real estate firm, the sale deed for the LAND ALONE produced by the individual may be accepted by the Sanctioning Authority hereafter and the property got mortgaged for the entire loan amount drawn by him. In other cases where the owners of the land and the flat are the same, the sale deed for the undivided share of the land and the flat shall be obtained and the property got mortgaged to the Board for the entire loan amount sanctioned.

5. This order shall take effect from the date of issue of this Memorandum.

(BY ORDER OF THE CHAIRMAN)

A.K. Thiagarajan,  
Secretary.

//True Copy//

Sub : LOANS AND ADVANCES –House Building Advance Sanction of advance for purchase of Ready Built House/Flat/Plot from close relatives Instructions issued by Government – Adoption to Board – Orders issued.

Ref: 1. B.P.Ms.(Ch)No.85 (SB) dt.6.3.84.

2. Board's Memo.(Per)No.66359-E2/86-1, dt.7.11.86.

3. Govt. of Tamil Nadu Lr.No.62968/HBA.1(1)/90-13, H&UD Dept. dt.28.7.92.

Orders were issued in the Board's references cited that the House Building Advance shall not be sanctioned to an employee of the Board for the purchase of plot/house/flat from his/her close relatives. The term "close relatives" in relation to the Board employee for the purpose of these rules will include husband, wife and minor children only. Accordingly amendments were issued to rule 2 (c ) of Board's House Building Advance rules.

2. Now the Government of Tamil Nadu in their letter 3<sup>rd</sup> cited have directed that House Building Advance should not be sanctioned to a Government servant for the purchase of plot/ready Built House/ Flat from his/her "close relatives" the term "close relatives" to the applicant includes father, step-father, mother, step mother, husband, wife, son, adopted son, daughter, adopted daughter, brother, step brother, sister, step sister, wife's father, wife's mother, brother's wife, sister's husband, son's wife.

3. It is hereby ordered after careful consideration that the House Building Advance should not be sanctioned to a Board employee for the purchase of Plot/Flat/Ready Built House from his/her close relatives. The term "Close relatives" to the applied includes father, step-father, mother, step mother, husband, wife, son, adopted son, daughter, adopted daughter, brother, step brother, sister, step sister, wife's father, wife's mother, brother's wife, sister's husband, son's wife.

4. The receipt of the memorandum may be acknowledged.

(By Order of the Chairman)

**A.K.Thiyagarajan,**  
**Secretary.**





Sub: Loans and Advances – House Building Advance Sanction of House Building Advance to Board employees for purchase of Ready Built Flat from private parties – Producing of Sale Deed procedure to be followed – Further instructions issued.

Ref: 1. B.P.Ms. (Ch.) No. 119 (SB) dt. 27.4.88

2. BOSB Memo. No. 39422/E2/91-1, dt. 5.7.91.

3. Bd's Memo. (Per) No. 72217/E2/88-1, dt. 24.9.92.

In continuation of the Board's Memo. third cited all the sanctioning Authorities for House Building Advance are informed that in regard to past cases in which House Building Advance were sanctioned and the amount of advance disbursed in one lumpsum prior to issue of Board Office Sectt. Branch Memo. (Per.) dt. 24.9.92, for purchase of Ready Built Flats/houses from private parties/real Estate firms, the Board employees should produce the sale deed for the land and also for the flat/house and mortgage the property to Board as ordered in para 6 of the B.P.Ms. (Ch.) No. 119 (SB) dt. 27.4.88.

2. Receipt of the memo. may be acknowledged.

(BY ORDER OF THE CHIRMAN)

**A.K. Thiyagarajan,**  
Secretary.

Sub : Loans and Advances – House Building Advance – Long term advances to  
Tamil Nadu Electricity Board employees – maintaining of House Building  
Advance – Recovery register - Further instructions – Regarding.

Ref: Board's Circular Memo. No.36504-E2/92-1, dt.27.7.92.

In the Board's Memorandum cited, instructions were issued to maintain House Building Advance Recovery Watch Register as per format in Tamil Nadu Electricity Board House Building Advance Rules Book at Page No.34(From No.11) based on the Government instructions.

2. It is hereby orderd now that in order to maintain uniform procedure, the instructios issued in the memorandum cited be withdrawn and that the existing Register as per profoma communicated in the Board's Memorandum (Per.) No.7118/O&M cell/89-3, dt.8.6.89 may be followed scrupulously, as it contains more details.

3. The receipt of the memorandum may be acknowledged.

**A.K. Thiagarajan,**  
**Secretary.**

Sub: LOANS AND ADVANCES – House Building Advance – Tamil Nadu  
Electricity Board Employees' Special Family Benefit fund scheme – adjustment  
in respect of combined advance – clarification – Issued.

- Ref: 1. B.P.Ms.(FB) No.61 (SB) dt.15.7.86.  
2. Memo.No.23582/E2/86-35, dt.11.06.89  
3. From Govt. Lt.No.579/HBA-1(1)/92 H&UD Department dt.1.9.92.

In the Board's Memorandum second cited, orders have been issued that in the case of combined House Building Advance the benefit under the Tamil nadu electricity board Employees House Building Advance Special Family Benefit Fund scheme shall be restricted to that portion of loan sanctioned, based on the repaying capacity of the loanee, if the loanee dies before the payment of the loan in full and that the balance amount recovered from the surviving spouse as per the Rules. The benefit under the scheme need not be allowed to the loanee, if the spouse of the loanee dies before the repayment of the loan in full by the loanee as the loanee survives.

2. Now, the Government of Tamil Nadu in their letter third cited have issued orders that in those cases of combined House Building Advance where the liability falls on the loanee after the death of the spouse, the benefit under the Tamil Nadu Government Employees' House Building advance special family benefit fund scheme shall be restricted to that portion of the loan sanctioned based on the repaying capacity of the spouse, if the spouse dies before the repayment of the loan in full and the balance amount recovered from the loanee as per the rules. The spouse need not be enrolled under the Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme, since the premium for the above scheme has been recovered from the loanee's salary itself.

3. The Tamil Nadu Electricity Board has examined the question of adopting the above order of the Government. After careful consideration it is hereby ordered that in those cases of combined House Building Advance where the liability falls on the loanee after the death of the spouse, the benefit under the Tamil Nadu Electricity Board Employees' House Building Advance Special Family Benefit Fund Scheme shall be restricted to that portion of the loan sanctioned based on the repaying capacity of the spouse, if the spouse dies before the repayment of the loan in full and the balance amount recovered from the loanee as per the Rules. The spouse need not be enrolled under the Tamil Nadu Electricity Board Employees' House Building Advance Family Benefit Fund Scheme, since the premium for the above scheme has been recovered from the loanees' salary itself. While sanctioning the advance, the sanctioning authorities shall specify in the formal orders, the amount of loan fixed with reference to the repaying capacity of each of the spouse separately. The amount of recovery shall also be so fixed that it may be easy at a later date to adjust the particular amount of outstanding advance, sanctioned with reference to the eligibility of the loanees.

4. Receipt of the Memorandum shall be acknowledged.

(By Order of the Chairman)

A.K.Thiyagarajan,  
Secretary.

**ABSTRACT**

LOANS AND ADVANCES – House Building Advance – Sanction of advance for construction/  
Enlargement/Plot-cum-Construction – Stages at which the instalments are to be released—Orders—Issued.

**SECRETARIAT BRANCH****(PERMANENT) BOARD'S PROCEEDINGS (Ch).No.220.****DATED 1.12.1992.**

Kaarthigai 16, Angeerasa  
Thiruvalluval Aandu 2023.

**READ:**

- (i) (Per) B.P.(Ch.)N0.256 (SB) dt.17.12.90.  
(ii) G.O.Ms.No.688 H&U.D. (HBA.I) Dept.dt.1.10.92.

**PROCEEDINGS:**

As per the Rule 5(2) of the Board Rules to regulate the grant of advances to Tamil Nadu Electricity Board employees for building etc, of houses, the advance sanctioned partly for purchase of plot and partly for construction of a house thereon// for construction of a house// enlargement of house involving earth work// for enlargement of a house involving no earthwork// for construction of a house involving ground and first floor, will be released as detailed below:-

	For Plot-cum- Construction	For construction or for enlargement Involving earthwork	For enlargement involving no earthwork	For construction of a house involving ground & first floor.
(1)	(2)	(3)	(4)	(5)
I-st Instal- Ment	20% towards <u>Plot cost</u>	30% for bringing the construction upto <u>plinth level</u> .	50% for bringing the construction Upto <u>Roof level</u> .	30% for bringing the construction Upto ground floor Roof level (exclu- ding laying roof Slab).
II nd Instal- ment	Out of the balance, 30% for bringing Construction Upto plinth level	40% for bringing the construction upto roof level	50% after roof level for comple- tion.	40% after the const- ruction is brought Upto ground floor level (excluding roof slab) for completing the ground Floor & first floor.

III-rd Instal-ment	40% for bringing the construction upto roof level.	30% after roof level for completion of construction	—	30% of the sanctioned amount after the roof of the first floor is laid for completing the construction.
--------------------	--	---	---	---

IVth Instal-ment.	30% after the roof level for completion of construction.	—	—	—
-------------------	--	---	---	---

The time limit for utilization of each instalment of the amount sanctioned for construction/enlargement of house is three months. The construction/enlargement of house should be completed in eighteen months from the date of drawal of the first instalment intended for construction of house. The recovery shall commence from the month following the month of occupation or completion or after 18 months from the date on which the first instalment is paid whichever is earlier.

2. Based on the recommendation of the Tamil Nadu Fifth pay commission, the Government of Tamil Nadu in their G.O cited, have issued orders that the House Building Advance sanctioned to Government servants for various categories be disbursed in two instalments.

3. It has been decided to adopt the above orders of the Government in respect of House Building Advance sanctioned to the employees of the Board. Accordingly, the Tamil Nadu Electricity Board directs that the House Building Advance sanctioned to the employees of the Board for various categories be disbursed in two instalments as given below:-

(a) For purchase of plot and for construction of a house thereon:

(i) First instalment	-	20% of the sanctioned amount.	-	For purchase of plot.
----------------------	---	-------------------------------	---	-----------------------

(ii) Out of the balance of 80%

second Instalment	-	40%	-	For bringing the Construction upto Roof level.
-------------------	---	-----	---	--

(iii) Third Instalment	-	40%	-	After roof level for completion of construction.
------------------------	---	-----	---	--

(b) For construction of house/for enlargement of house involving earthwork:

(i) First instalment	-	50% of the sanctioned amount	-	For bringing the construction upto roof level.
----------------------	---	------------------------------	---	--

(ii) Second instalment	-	50% of the sanctioned amount	-	After roof level for completion of construction.
------------------------	---	------------------------------	---	--

**(c) For construction of house/for enlargement of house involving ground floor and first floor:**

- |                        |   |                              |   |   |
|------------------------|---|------------------------------|---|---|
| (i) First instalment   | - | 50% of the sanctioned amount | - | For bringing the construction upto roof level of first floor. |
| (ii) Second instalment | - | 50% of the sanctioned amount | - | After roof level for completion of construction.              |

4. The time limit for utilization of each instalment of the advance is fixed as four months instead of 3 months as a period of four months is more than sufficient to bring the construction of a house upto roof level.

5. Recovery of Advance: The Board also directs that the existing provisions relating to the completion of construction and commencement of recovery be continued in the advance sanctioned partly for purchase of plot and partly for construction of a house thereon and for construction of house. In the case of advance sanctioned for enlargement of existing living accommodation, the recovery be started from the month following the month in which the first instalment of the advance is paid. The time limit for completion of construction be allowed as per the existing rules, (i.e) 18 months from the date of drawl of the first instalment of the advance.

6. This order take effect from the date of issue of this order.

(By Order of the Chairman)

**A.K. Thiyagarajan,**  
**Secretary.**

Sub: LOANS AND ADVANCES –House Building Advance - sanction of  
House Building Advance to Board employees for purchase of Ready  
Built House/-Flat from private parties – producing sale deed – Procedure  
to be followed – Revised instructions – Issued.

Ref: i) B.PMs.(Ch)N0.119 (SB)dt.27.4.88

ii) BOSB Memo.(Per.) No.72217-E2/88-1,dt.24.9.92.

iii) BOSB Memo. No.72217-E2/88-26, dt.24.10.92.

In supersession of the orders issued in Board Office Sectt. Branch Memo. Third cited, it is hereby instructed that in regard to past cases in which the House Building Advance sanctioned and the amount of advance disbursed in one lumpsum for purchase of Ready Built House/Flats from promoters/Real Estate Firms, the sale deed produced by the loanee employees of the Board for the land alone shall be accepted by the Sanctioning Authorities and the property got mortgaged to the Board for the entire loan amount of the advance sanctioned.

2. Receipt of the memo. Shall be acknowledged.

(By Order of the Chairman)

**A.K.Thiyagarajan,**  
**Secretary.**



LOANS AND ADVANCES – Interest – rate of interest on House Building Advance and Conveyance Advance for the year 1992-93 orders – issued.

(Per.)B.P.(FB) No.2,

(Secretariat Branch)

Dated 13/1/1993

Thai 5, Aangeerasa,

Thiruvalluvar Aandu, 2024

Read:

(1) (Per) B.P.(FB)No.9(SB) dt.10.2.92.

(2) G.O.Ms.No.740/Finance(LC) dt.18.9.92.

**PROCEEDINGS:**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance and Conveyance Advances granted by Tamil Nadu Electricity Board to its employees during the year 1992-93 shall be as detailed below: These rates will take effect from the 1<sup>st</sup> April 1992.

(i) <u>For House Building Advance</u>	<u>Percentage per Annum for the year 1992-93</u>
(a) For Loans upto Rs.50,000/-	10.00
(b) For loans from Rs.50,001/-to Rs.1,50,000/-	12.00
(c) For loans from Rs.1,50,001/-to Rs.2,50,000/-	13.50
(ii) <u>Conveyance Advance:</u>	
(a) For purchase of Motor car	13.50
(b) For purchase of Motor-cycles, scooters and bi-cycles	13.50

The penal interest for all the loans shall be 2.75 per cent more than the normal rates of interest per annum.

(By Order of the Board)

A.K.Thiyagarajan,  
Secretary.

Sub : LOANS AND ADVANCES – House Building Advance - Sanction of advance – Rate of interest for 1992-93 – Communicated.

Ref: (Per.)B.P(FB) No.2(SB) dt.13.1.1993.

I am directed to state that as per the orders issued in (Per) B.P.(FB)No.2(SB)dt13.1.93, the rate of interest to be charged on the House Building Advance sanctioned to Board Employees during the year 1992-93. Shall be as follows :

- (a) For loans upto Rs.50,000 10%
- (b) For loans from Rs.50,000 to 1,50,000 12%
- (c ) For loans from Rs.1,50,000 to 2,50,000 13.5%

(2) I am to request you to initiate necessary action to get the correct rate of interest indicated in the sanction orders issued with effect from 1.4.92 by issuing amendments wherever necessary.

(3) I am to request you to acknowledge the receipt of this letter.

Yours faithfully,

**A.K.Thiyagarajan,**  
**Secretary.**

Sub : Loans and advances – House Building Advance sanction of advance for purchase of Ready Built House/Flat/Plot from close relatives further instructions – Issued.

Ref: (i) Board's Memo.(per.)No.54400/E2/92-1, dt.28.9.92.

(ii) Govt.Lr.No.53980/HBA-1(1)/92-2, Housing & Urban Development Department dt.27.11.92.

In continuation of the Board's Memo. 1<sup>st</sup> cited, it is hereby ordered that the term 'close relatives' include husband's father, husband's mother and daughter's husband also and that House Building Advance should not be sanctioned to a Board employee for the purchase of plot/Flat/Ready Built House from the above relatives also.

2. The receipt of the Memorandum may be acknowledged.

(By Order of the Chairman)

**A.K.Thiyagarajan,**  
**Secretary.**

Sub : Advance – House Building Advance – Allowing supervision and contingencies charges in the Estimates – Further orders – Issued.

Ref: (i) Bd.'s Memo.(Per)No.17528-E2/91-3, dt.28.9.91.

(ii) From Thanjavur EDC Lr.Adm.III/A3/F.HBA/Audit/F.R.1075/92, dt.25.11.92.

It is hereby ordered that the orders issued in Board's Memo.(Per)No.27528-E2/91-3, dt.28.9.91 be made applicable to the past cases also.

2. The receipt of the memorandum may be acknowledged:

**A.K.Thiyagarajan,**  
**Secretary.**

Sub : Loans and advances – HBA – Sanction of advance for construction/  
Enlargement/Plot-cum-Construction – Stages at which the instalments  
are to be released – Ordered – Clarification issued.

Ref : (i) (Per.) B.P.(Ch)No.220(SB)dt.1.12.92.

(ii) From SE/Investigation Lr.No.SE/I/PA/S2/A1/FHBA/D2/93, dt.6.1.93.

(iii) From Adm.Br.U.O. Note No.142736/G1-1/421/92-1, dt. 19.1.93

(iv) From SE/MEDC/CAdm.1/F/HBA/D.63/93, dt.12.2.93.

Certain sanctioning authorities of House Building Advance have raised the following points for clarification with reference to the orders issued in the B.P. Ist cited:-

- i) Whether the House Building Advance applications received earlier to the date of issue of the B.P. may be considered for sanction of House Building Advance as per the orders in the B.P.
- ii) In the case where sanction is accorded for enlargement during November '92 and the amount disbursed in December 1992, whether the recovery of House Building Advance may be commenced from the month following the month in which 1st instalment of advance is paid as per the orders in the said B.P.
- iii) In the case of House Building Advance sanctioned to the employees of Board for enlargement of living accommodation as per rules 8 (a) Note (ii) of House Building Advance Rules prior to the issue and the 1st instalment paid after the issue of the B.P. 1st cited, in which case whether the recovery of the advance may be commenced as per the rule i.e. from the month following the 18th month after the date on which the 1st instalment of advance is paid whichever is earlier or as per the orders in the B.P. (i.e.) from the month following the month in which 1st instalment is paid.

2) After careful consideration' it is ordered that the following procedure may be followed while sanctioning the House Building Advance to the employees of the Board as per the orders in (Per) B.P.(Ch) No.220(Sectt.Br.) dated 1.12.92.

- i) Applications received for sanction of House Building Advance for various categories of house construction prior to the issue and due for sanction after the issue of the (per) B.P. (ch) No.220 (SB) dt1.12.92, those application shall be considered as per the orders in the B.P. 1<sup>st</sup> cited.
- ii)& iii) In cases where sanction of House Building Advance accorded for enlargement of existing house prior to the issue of the said proceedings and the disbursement of advance made after issue of the (Per) B.P(Ch) No.220 (SB) dt.1.12.92. in such cases recovery of the House

Building Advance may be commenced as per the orders in the above B.P.(i.e) from the month following the month on which the 1<sup>st</sup> instalment is paid. In such cases, the sanction already accorded may be suitably modified.

3. The receipt of this Memo. may be acknowledged.

**A.K.Thiyagarajan,**  
**Secretary.**

Ref: Govt. Ld. (M) No. 3864/1-1 (1973) Housing  
Department dt. 2.4.93.

The Government (M) No. 3864/1-1 (1973) Housing Department dt. 2.4.1993, the Govt. have issued order that in the case of Govt. servant who seeks employment abroad and who has availed House Building Advance the period of his stay abroad is important. If he stays continuously for one year or more than a year and who has availed House Building Advance then the House Building Advance due for one year should be recovered in one lump sum from him. Every year the amount due for that year should be retained in advance and the Head of the Department is responsible in watching the recovery particulars.

3. The Board has decided to adopt the above Govt. order to the employees of the Board also. Accordingly the Board Electricity Board direct that in the case of Board employees who seeks employment abroad and who has availed House Building Advance, if the stays continuously abroad for one year or more than a year, then the House Building Advance due for one year should be recovered in one lump sum from him. Every year the amount due for that year should be retained in advance and the Head of the Department is responsible in watching the recovery particulars.

(Sd/-) Chairman

M. Subramanian

Secretary

(Per.) Memorandum No.31640/E2/93-1, (Sectt/branch) dated 18.11.93.

Sub : Loans and Advances – House Building Advance Recovery of House  
Building Advance from Board employees who are employed abroad  
orders issued.

Ref: Govt. Lr.(Ms) No.296/HBA-1(1)/93, Housing  
and Urban development Department dt.13.4.93.

In Government letter (Ms) No.296/HBA-1(1)/93, Housing and Urban Development Department dt.13.4.1993, the Govt.have issued orders, that in the case of Govt. servant who seeks employment abroad, and who has availed House Building Advance the period of his stay in abroad is important. If he stays continuously for one year or more than a year and who has availed House Building Advance then the House Building Advance due for one year should be recovered in one lump sum from him. Every year the amount due for that year should be remitted in advance and the Head of the Department is responsible in watching the recovery particulars.

2. The Board has decided to adopt the above Govt. orders to the employees of the Board also. Accordingly the Tamil Nadu Electricity Board directs that in the case of Board employee who seeks employment abroad and who has availed House building Advance, if the stays continuously abroad for one year or more than a year, then the House Building Advance due for one year should be recovered in one lumpsum from him. Every year, the amount due for that year should be remitted in advance and the sanctioning authority concerned is responsible in watching the recovery particulars.

(By Order of the chairman)

**M.Subramanian,**  
**Secretary.**

## (ABSTRACT)

LOANS AND ADVANCES – Interest – Rate of interest on House Building Advance and Conveyance advance for the year 1993-94 – Orders issued.

(SECRETARIAT BRANCH)

(Per)B.P.(FB)No.2

Dated the 17<sup>th</sup> January '94  
Thai, 4, Srimugha,  
Thiruvalluvar Aandu, 2025.

Read:

- i) (Per) B.P.(FB) No.2 (SB) dt.13.1.93.
- ii) Govt.G.O.Ms.No.750 Finance (LC) dt.28.10.93.

PROCEEDINGS:

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advances and Conveyance Advances granted by Tamil Nadu Electricity Board to its employees during the year 1993-94 shall be as detailed below. These rates will take effect from the 1<sup>st</sup> April 1993.

Class of Loan/Advance	Percentage per annum for the year 1993-1994.
<u>I. For House Building Advance</u>	
(a) For loans upto Rs.50,000/-	- 10.00
(b) For loans from Rs.50,001/- to Rs.1,50,000/-	- 12.00
(c) For loans from Rs.1,50,001 to Rs.2,50,000/-	- 13.50
<u>II. Conveyance Advance:</u>	
(a) For purchase of Motor Car	- 13.50
(b) For purchase of Motor Cycles	- 13.50
Scooters and bicycles:	- 13.50

2. The penal interest for all the loans shall be 2.75% more than the normal rates of interest per annum.



3. The Sanctioning Authorities are requested to initiate necessary action to get the correct rate of interest indicated in the sanction orders issued by them with effect from 1.4.93 by issuing amendments, wherever necessary.

(BY ORDER OF THE BOARD)

**M.Subramanian,  
Secretary**

Sub : Loans and advances – House Building Advance –  
Inspection of Construction of Building – Instruction – issued.

Ref: Government Lr.No.60189-HB AI(I)/92-7, dt 24.11.93.

A copy of Government letter cited is enclosed.

2. As the Board is following the orders of the Government in regard to sanction of House Building Advance and similar provisions as quoted by the Government are existing in the Board's House Building Advance rules also, the sanctioning Authorities are requested to arrange for inspection of the construction or enlargement of houses at appropriate stages by the concerned authorities to ensure that the advance sanctioned to Board employees is utilised in full for the purpose for which it is sanctioned to them.

3. The sanctioning Authorities are requested to initiate disciplinary action against the officers concerned for their failure to inspect the construction of house/Enlargement of house etc. at appropriate stages.

4. Receipt of this memo, shall be acknowledged.

**M.Subramanian,**  
**Secretary.**

Sub: Loans and Advances – House Building Advance Sanction of advance for purchase of Ready Built House/Flat from “Close Relatives” clarification issued.

Ref: i.) Memo.(P) No.54400-E2/92-1. dt.28.9.92.

ii) From Government Lr.No.16579-HBA I(1)/93-7, dt.6.12.93.

In the Board's Memo. First cited, it was ordered that House Building Advance should not be sanctioned to a Board employee for the purchase of plot/Flat/Ready Built House from his/her close relatives. The relations which include close relatives have also been indicated therein.

2. The Government, in their letter second cited, have ordered that similar orders issued by the Government in the Government letter dt.28.7.92 will be applicable from the date of issue of the above orders only (i.e. from 28.7.92 only) and that the House Building Advance sanctioned earlier, but the amount not released and application registered prior to 28.7.92 for purchase of Ready Built House/Flat/Plot from close relatives may be entertained.

3. Following the orders of the Government, it is hereby ordered that the orders issued by the Board in the reference first cited will be applicable from the date of issue of the above orders only (i.e. from 28.9.92 only) and that the House Building Advance sanctioned earlier, but the amount not released and applications registered prior to 28.9.92 for purchase of Ready Built House/Flat/Plot from close relatives may be entertained.

**M.Subramanian,  
Secretary.**

(Pt.) B.P.(Ch.) No.102 (Sectt. Br.),

Dated the 27<sup>th</sup> April 1994.

Chithirai 14, Bhava,

Thiruvalluvar Aandu 2025.

Read:

G.O.Ms.No.260, Housing and Urban Development (HBA-1) Dt. 11.3.94.

**PROCEEDINGS:**

1. According to Rule 4(a) of the Board's HBA Rules, not more than one advance shall be sanctioned to a Board employee during his entire service provided that when the construction of a house for which an advance granted under Rule 3(a) could not be completed due to the increase in the cost of materials and labour and the Board employee required financial assistance from the Board to complete the work, one additional advance to complete construction of the house may be sanctioned. Similarly as per third proviso there under, where the enlargement/improvement of accommodation for which an advance was granted under Rule 3(b) could not be completed due to the increase in cost of materials and labour and the Board employee requires financial assistance from the Board to complete enlargement work, one additional advance to complete the enlargement/improvement of living accommodation in the house may be sanctioned.

2. As per fourth proviso under Rule 4(a) where the enlargement/Improvement of the accommodation constructed out of the advance sanctioned for the enlargement/improvement purposes for the first time is found insufficient at a later date, an advance for the second time may also be sanctioned for enlarging/improving the living accommodation in that house, subject to the condition that, in all the above cases, the sum total of the advances so far sanctioned should not exceed the maximum ceiling limit on the amount of advance.

3. Thus a Board employee is eligible for:

- (i) Sanction of advance for construction of house;
- (ii) Sanction of additional advance for completion of house, construction of which was taken with the House Building Advance mentioned in item (i) above;
- (iii) Sanction of advance for enlargement/improvement;
- (iv) Sanction of additional advance for completion of enlargement/improvement taken up with the advance mentioned in item (iii) above; and
- (v) Sanction of advance for second improvement/enlargement.

4. A Board employee is eligible for grant of an advance not exceeding 75 months pay which includes Basic Pay, personal pay, and Dearness Allowance, subject to a maximum of Rs.2,50,000/- for

the purchase of ready built house/flat, or for the construction of house only, and Rs.1,00,000/- for enlargement/improvement of the existing living accommodation, subject to overall ceiling of Rs.2,50,000/-.

5. According to rules in force, a Board employee who has, been sanctioned House Building Advance, the construction of house or enlargement of the living accommodation in the existing house, shall be completed within 18 months from the date on which the first instalment of advance is paid to the Board employee. Failure to do so, will render the Board employee liable to refund the entire amount advanced to him in on lumpsum.

6. The Government, in their G.O. cited, have dispensed with the system of sanction of additional advance for completing the construction of house/enlargement/improvement of the house and also the advance for second enlargement/improvement of the house. The reason taken into account for arriving at such a decision is the time lag of 2 to 4 years between the date of application for sanction of advance and the actual date of sanction of advance, during which period the cost of inputs escalates and also the repaying capacity of the Government Servants increases due to increase in their emoluments. The Government have, therefore, directed in the G.O. cited to sanction the maximum House Building Advance to which a Government Servants is eligible at the time of sanction of the advance, taking into account their repaying capacity with reference to latest pay details and also after obtaining revised estimates at the time of sanction of the loan.

7. The Tamil Nadu Electricity Board is generally following the orders of the Government in sanction of House Building Advance to its employees. It has therefore been decided to make applicable the orders of the Government to Tamil Nadu Electricity Board also.

8. It is hereby ordered that the sanction of additional advances for completion of construction of house and completion of enlargement/improvement for the existing living accommodation and also sanction of advance for second enlargement/improvement be dispensed with. It is also ordered that the latest pay details of the applicants together with latest estimates be obtained at the time of sanction of advance for construction of house and for enlargement/improvement so that the Board employees are sanctioned the maximum House Building Advance to which they are eligible with reference to their repaying capacity in terms of their pay at the time of sanction itself.

(By Order of the Chairman)

**M.Subramanian,**  
**Secretary.**

Endt.No.65882/E2/94-1, (Secretariat Branch), dated 27<sup>th</sup> October 1994.

Copy communicated for information and guidance in continuation of Endt.No.9801/E2/94-1, dated 31.3.94.

**M.Subramanian,**  
**Secretary.**

Encl.

Copy of Letter No.34432/HBAI (1)/94-2, Dated 2.9.94, from Thiru.K.Damodaran, B.Sc., Deputy Secretary to Government, Housing and Urban Development Department, Government of Tamil Nadu addressed to All collectors, Copy to All Heads of Departments, All Secretaries to Government.

Sir,

Sub : Loans and Advances – House Building Advance – Raising of  
Private loans – Further clarification – Issued.

Ref: 1. G.O.Ms.No.1682 Housing & U.D.Dept. dt.27.8.79.

2. Govt.Lr.No.15251/C1/90-4, dt.3.8.90.

3. Govt.Lr.(Ms) 39 Housing & U.D.Dept. dt.24.1.94.

I am directed to state that in para 4 of the Government Order 3<sup>rd</sup> cited, the Government have directed that House Building Advance may be sanctioned to those Government servants, who raised private loans from financial institutions by mortgaging the house property, prior to the issue of Government instructions in the reference 2<sup>nd</sup> cited, (i.e before 3.8.90) subject to the condition that they should release the house property and mortgage it to Government immediately, on sanction of House Building Advance Government, as per House Building Advance Rules.

2. I am to state that the above orders are applicable only to those Government servants who have applied for Government loan during the above period and were waiting for sanction of House Building Advance. This will not apply to the persons who have not applied for Government loan, prior to raising private loans.

3. I am to request you to follow the above instructions, while sanctioning House Building Advance.

Yours faithfully,

for Deputy Secretary to Govt.

## ABSTRACT

LOANS AND ADVANCES – Interest – Rate of Interest on House Building Advance and conveyance advance for the year 1994-95 – Orders – Issued.

(SECRETARIAT BRANCH)

(Per.) B.P.(FB)No.117,

Dated 8<sup>th</sup> December 1994.

Bava, Karthigai 22,

Thiruvalluvarandu 2025.

Read:

(i) (Per)B.P.(FB) No.2, (SB) dt.17.1.'94.

(ii) G.O.Ms.No.782, Finance (LC) dt.16.9.94.

**PROCEEDINGS:**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advances and Conveyance Advance granted by Tamil Nadu Electricity Board to its employees during the year 1994-95 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April, 1994.

Class of loan/Advance

Percentage Per annum for the year 1994-95.

**I. For House Building Advance**

a) For loans upto Rs.50,000/- 10.00

b) For loans from Rs.50,001/- to Rs.1,50,000/- 12.00

c) For loans from Rs.1,50,001/- to Rs.2,50,000/- 13.50

**II. Conveyance Advance:**

a) For purchase of Motor Car 13.50

b) For purchase of Motor cycles, Scooters and

Bicycles. 13.50

2. The penal interest for all the loans shall be 2.75% more than the normal rates of interest per annum.

3. The sanctioning Authorities are requested to initiate necessary action to get the correct rate of interest indicated in the sanction orders issued by them, with effect from 1.4.1994 by issuing amendments, wherever necessary.

(BY ORDER OF THE BOARD)

**M.Subramanian,**  
**Secretary**

To

All Chief Engineers,

The General Superintendent/Tuticorin Thermal power Station

All Superintending Engineers,

The Chief Financial Controllers/Board Office Accounts Branch.

The Chief Internal Audit Officer/Board Office Audit Branch.

The Residential Audit Officer, Chennai – 2.

Copy to

All Branches,

All Officers in Board Office Secretariat Branch.

All Sections in Board Office Secretariat Branch.

'H' Section /Board Office Secretariat Branch

The Personal Assistant/Tamil Development for publication in the Tamil Nadu Electricity Board

Gazettee.

//FORWARDED BY ORDER//

SECTION OFFICER.



Sub : Loans and Advance – House Building Advance Loanee employees who die while in service and the amount adjusted under House Building Advance Special Family Benefit Fund – Acknowledgement of Debt. – Format – Prescribed.

Ref : Board's memo.No.73965-E2/86-23, dt.12.1.89.

In the Board's Memo.cited orders have been issued instructing that the original mortgage deed may be returned to the Board employee, who obtained loan with an endorsement thereon to the effect that the amount under the deed has been realized in full with interest thereon. A specimen form of Acknowledgement of Debt has also been enclosed therewith.

2. A point has been raised as to whether the same form may be used in cases where the loanee Board employee die while in service and the amount due to the Board is adjusted from out of House Building Advance Special Family Benefit Fund.

3. It is clarified that 'Acknowledgement of Debt' in such cases may be issued in the specimen form enclosed.

Encl:

**M.Subramanian**  
**Secretary.**

#### ACKNOWLEDGEMENT OF DEBT.

THIS DEED OF ACKNOWLEDGEMENT made on this day by the .....  
..... .. Tamil Nadu Electricity Board (herein after called the Board) which expression shall unless repugnant to the subject or context include his successors in office and assigns:

2. WHEREAS the Board had sanctioned an advance of ..... (Rupees...) for the purchase/ Construction of the house to Thiru.....at ..... more particularly described in the schedule hereunder subject to the terms and conditions specified in Board's proceedings ..... dt..... And Rs..... Being the additional advance in Board's Proceedings Dt.

3. AND WHEREAS Thiru..... has mortgaged the property to the constructed or purchased from and out of the Board's money and registered as Document No..... dated.....before the Sub-Registrar.....

4. AND WHEREAS, Thiru ..... has expired on ..... and the legal heirs have sought acknowledgement of the debt.

5. AND WHEREAS, the entire House Building Advance due from Thiru.....has been adjusted under Tamil Nadu Elec. Board Special Family Benefit Fund after his death.

6. NOW THIS DEED witnesses as follows:

- (i) In pursuance of the covenants entered into in the Deed of Mortgage executed by late Thiru..... when he was alive, and registered the same as Document No... before the Sub-Registrar ..... And satisfaction of the debt amount of Rs... (Rupees. ....Only) together with interest in full (in the manner detailed above) and the Board hereby acknowledge the receipt of the said amount of Rs.....(Rupees. .... Only).

### SCHEDULE

IN WITNESS WHEREOF Thiru..... Tamil Nadu Electricity Board acting for and on behalf of the Board sets his hand on the day and the year first above written.

Witnesses:

1.

2.

Sub : Loans and Advances – House Building Advance – Issue of Annual  
Accounts slip to the Tamil Nadu Electricity Board Employees –  
Orders – Reiterated.

Ref: B.O. Sectt.Br. Memo. (Per) No.25811-E2/89-5, dt.21.2.90.

In the Board's memo, cited, the Sanctioning Authorities have been requested to issue Accounts slips to the Tamil Nadu Electricity Board Employees who have availed House Building Advance from the Board based on the Recovery Register entries in the format annexed therewith commencing from the financial year 1990-91.

2. It has been brought to the notice that the Account slips are not issued to the employees in many of the offices. The orders issued by the Board should be scrupulously followed by all and there should not be any omission at any level to give room for raising any complaint.

3. It is reiterated that the Sanctioning Authorities should see that Accounts slips for House building Advance are issued every financial year without any omission.

**M. Subramanian,**  
**Secretary.**

Sub : Loans and Advances – Sanction of – Instructions – Issued.

The authorities empowered to sanction loans and advances are instructed to strictly ensure that when loans/advances are sanctioned to the employees, including officers, the total recoveries should not exceed 50% of the gross salary in the case of those who have not availed of any loan from the Co-operative Society and should not exceed 75% of the gross salary in the case of those who have availed of loan from Co-operative society.

2. The instructions in Para 1 above may be communicated to all the authorities empowered to sanction loan and advances.

**A.P.Muthusami,**  
**Chairman.**

Sub: Loans and Advances – Sanction of – Instructions issued – Clarification.

Ref: Board's Memo No.16150-C2/94-1, dt.18.1.95.

It is clarified that for sanction of loans and advances the total recoveries should not exceed 75% of gross salary, only in the case of those who have availed loan from the Co-operative Society and when the loan is being deducted from their salary.

**M.Subramanian,**  
**Secretary.**

(Secretariat Branch)

(Per.) B.P.(ch.)No.85

Dated the 7<sup>th</sup> April, 1995,

Panguni 24, Bhava,

Thiruvalluvar Aandu 2026.

Read:

- i) B.P. Ms. (Ch.) No.390 (SB) dt.11.11.87.
- ii) G.O.Ms.No.366, Housing and Urban Development (HBA, I(2) Department, dt.20.3.95.

### Proceedings:

As per the existing orders, the Board employees may be granted an advance not exceeding 75 months pay including officiating pay (except officiating pay drawn in a leave vacancy) dearness allowance and personal pay wherever admissible subject to a maximum of:

- (i) Rs.2, 50,000/- partly for purchase of land and partly for construction of a house thereon or for the construction of a house, or for purchase of a Ready Built House/Flat;
- And
- (ii) Rs.2, 00,000/- for enlargement/improvement of existing living accommodation (within the overall ceiling of Rs.2,50,000/-)

Subject to the above ceiling, the advance in each case will be restricted to such amount which together with interest thereon will not exceed the amount that will be recoverable from the salary of Board employee at the rate of 40% pay + Dearness Allowance and Death-Cum-Retirement-Gratuity, which he can surrender towards the repayment of the advance as per the rules.

2. Taking into account the spiraling land cost, steep rise in Building materials and raise in the pay of the Government Servants, the Government of Tamil Nadu have enhanced the existing ceiling on House Building Advance as detailed below:-

- (i) Partly for purchase of land and partly for construction of a house thereon, or for Construction of a house or for purchase of Ready Built House/Flat from Rs.2, 50,000/- to Rs.4, 00,000/- (Rs.4 lakhs).
- (ii) For enlargement/improvement of existing living accommodation from Rs.1, 00,000/- to Rs.2, 00,000/- (Rs.2 lakhs) subject to the overall ceiling limit of Rs.4 lakhs.

3. Following the Orders of the Government, it is hereby ordered that the existing ceiling on the House Building Advance to the Board Employees be enhanced as follows:-

(i) Partly for purchase of land and partly for construction of a house thereon, or for construction of a house or for purchase of Ready Built House/Flat from Rs.2, 50,000/- to Rs.4, 00,000/- (Rs.4 lakhs).

(ii) For enlargement/improvement of existing living accommodation from Rs.1, 00,000/- to Rs.2,00,000/- (Rs.2 lakhs) subject to the overall ceiling limit of Rs.4 lakhs).

4. Consequent on the enhancement of the ceiling, the House Building Advance already sanctioned will not be enhanced. The enhanced ceiling will come into force from 1.4.1995.

5. Accordingly the calculation of repaying capacity is raised from 40% to 50% of basic pay and Dearness Allowance.

6. Necessary amendment of Board's House Building Advance Rules will be issued separately.

(By Order of the Chairman)

**M.Subramanian,**  
**Secretary.**

LOANS AND ADVANCES – House Building Advance – Sanction of advance for the purchase of flat from private parties – Registration of agreements between employees of the Board and flat promoters – Clarification – Issued.

---

(Secretariat Branch)

(Per) B.P.(Ch). No.108

Dated the 2<sup>nd</sup> May 1995

Chithirai 19, Yuva,

Thiruvalluvar Aandu 2026

Read:

i) B.P.Ms. (ch). No.119 (SB) dt.27.4.88.

ii) Government Letter No. (Ms) 286, Housing and Urban Development Department, dt.2.3.95.

**Proceedings:**

In the B.P.first cited, it has been ordered among other things that the agreements between the Board employees and Flat/House promoters must be registered.

2. The Government of Tamil Nadu, in their reference second cited, have modified the procedure in obtaining separate building agreements entered into by purchase of flat and promoter after transfer of interest in land to purchaser.

3. Following the order of the Government, it is hereby ordered that in the case of purchaser of flat, if the ownership of the land is vested with the flat promoter, the agreement between the Board employees and flat promoters should be registered. If the promoter transfers the undivided interest in the land to the purchaser of a flat and enters into a separate building agreement in relation to the building / flat with the purchaser of the undivided interest of the land, the Board employees concerned who purchases an undivided interest in the land under a registered document should produce the said document along with the builder's agreement wherein the terms between the builder and the purchaser of the flat are entered into in writing. The builder's agreement need not be registered.

(By Order of the Chairman)

**M.Subramanian,  
Secretary.**



Sub : Loans and Advances – House Building Advance – Inspection of  
Construction of building – Certain clarification – Issued.

Ref: Board's Memo.No.80709-E2/93-1, dt.3.3.95.

In the Board's memo cited, the Sanctioning Authorities have been requested to arrange for inspection of the construction or enlargement of houses at appropriate stages by the concerned authorities to ensure that the advance sanctioned to Board employees is utilised in full for the purpose for which it is sanctioned to them.

2. A clarification has been raised as below:-

Whether one Assistant Executive Engineer/Civil/Tamil Nadu Electricity Board nearer to the construction spot may be deputed for inspection on receipt of completion intimation from the individual at appropriate stages of construction:

**OR**

The loanee employee may be instructed to produce the completion intimation along with Assistant Executive Engineer/Civil's inspection report and then one of Assistants Executive Engineer/Civil nearer to the construction spot may be deputed from the Board for verification of the correctness of the Certificate submitted by the individual.

3. It is clarified that one Assistant Executive Engineer / Civil / Tamil Nadu Electricity Board nearer to the construction spot may be deputed for inspection on receipt of completion intimation from the individual, at appropriate stages of construction. The individuals need not be insisted to furnish a certificate by an Asst. Executive Engineer/Civil/Tamil Nadu Electricity Board.

**M.Subramanian,**  
**Secretary.**

Sub : LOANS AND ADVANCES – House Building Advance – Advance for  
purchase of Ready Built Flat from Private parties – Producing of Sale  
Deed – Certain modification – Orders – Issued.

Ref: Memo. (Per) No.72217-E2/88-25 dt.24.9.92.

In partial modification of the orders issued in the Board's Memo, cited, it is hereby ordered that the Sale Deed for the undivided share of the land alone produced by the individual may be accepted by the Sanctioning Authority in all cases for purchase of new ready built flat either from Real Estate Firm or from private Parties. The property should, however, be got mortgaged for the entire loan amount drawn by the individual.

(By Order of the Chairman)

**M.Subramanian,**  
**Secretary.**

Sub: LOANS AND ADVANCES – House Building Advance – Sanction  
of additional advance – Instructions – Issued.

As per Rule 4 of the Board's House Building Advance Rules, the Additional Advance may be sanctioned to complete the construction of the house, in cases where the construction of the house could not be completed due to increase in cost of the materials and labour. Though the provision for sanction of Additional advance has been dispensed with effect from 27.4.94 there may be some pending applications received prior to 27.4.94 for sanction of additional advance.

Certain cases have been brought to the notice of the Board by the Chief Internal Audit Officer wherein the additional advance has been sanctioned based on the increased plinth area and not due to the increase in cost of labour and materials. The Audit party have objected the sanction in such cases. The Board have taken a serious view of this violation.

It is hereby instructed that additional advance should be sanctioned only due to the increase in cost of materials and labour as provided for under Rule 4 of House Building Advance Rules and it should not be sanctioned based on the increase in the plinth area. Any lapse in this regard will lead to an appropriate action on the staff responsible for such irregular sanction.

**M.Subramanian,**  
**Secretary.**

Sub : LOANS AND ADVANCES – House Building Advance – Discharging of mortgage deed and executing of acknowledgement of Debt – Certain instruction.

Ref: Board's Memo No.73965/E2/86-15 (SB) dt 12.1.89.

As per Rule 8 (d) of Tamil Nadu Electricity Board House Building Advance Rules, the property mortgaged to Board with reference to the House Building Advance sanctioned to a Board employee shall be reconveyed to the employees concerned after the Advance together with interest thereon has been repaid to the Board, 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 Acknowledgement of Debt deed shall also be executed on behalf of the Board with reference to the orders issued in the Board's memo cited.

2. It is observed that such documents in respect of the Chief Engineers are executed by the Superintending Engineers working under the control of respective Chief Engineer. This procedure is not correct. As all the matters relating to Chief Engineers are being dealt with by Board Office Secretariat Branch, such documents should be executed by the Secretary, after getting the proposal approved by the Chairman.

3. It is therefore instructed that proposals on all documents relating to House Building Advance in respect of Chief Engineers shall be sent to the Board office Secretariat Branch for execution on behalf of the Board by the Secretary after getting the proposal approved by the Chairman.

(By Order of the Chairman)

**M.Subramanian,**  
**Secretary.**

Sub : LOANS AND ADVANCES – House Building Advance – Allotment of funds  
towards differential amount due to revision of estimates – Instructions – Reiterated.

Ref: i) From the Superintending Engineer/Generation Circle, Tirunelveli Lr.No.15831/181/  
Adm.1/A.4/F.H.B.A./95-2, dt 3.8.95.

ii) From the Superintending Engineer/Generation Circle/Tirunelveli  
Lr.No.19041/224/Adm.1/A4/F.HBA/95-2, dt.8.8.95.

iii) From the Superintending Engineer/Tirunelveli Kattabomman  
EDC Lr.No.Adm.1/A5/F.Fund/D 190/95 dt 4.8.95.

In (Per) B.P.(Ch.) No.102, (SB) dt 27.4.94 it has been ordered, among other things, that the latest pay details of the applicants together with latest estimates be obtained at the time of sanction of advance for construction of house and for enlargement/improvement so that the Board employees are sanctioned the maximum House Building Advance to which they are eligible with reference to their repaying capacity in terms of their pay at the time of sanction itself. In Board's Memo.No.58875/E2/94-1, dt 3.11.94 it has been clarified that 50% of the revised estimates should be disbursed as first instalment of the advance and that the differential amount should be claimed after the receipt of utilisation certificate for the first instalment and then the second instalment should be disbursed.

2. In spite of these instructions many Superintending Engineers are claiming the differential amount due to revision of estimates before sanction of the advance or immediately after sanction of the advance, which is not correct.

3. It is reiterated that the differential amount required due to revision of estimates should be claimed only after obtaining the utilisation certificate for the first instalment. Any deviated request in this regard will not be entertained.

**M.Subramanian,**  
**Secretary.**

**TAMIL NADU ELECTRICITY BOARD**

**SECRETARIAT BRANCH**

IX Floor NPKRR Maaligai,  
800, Anna Salai,  
Chennai – 2.

Memorandum No.62525/E2/95-1, Dated the 28<sup>th</sup> September 1995.

Sub : LOANS AND ADVANCES – House Building Advance Enhancement  
of ceiling on advance – Further Clarification – Issued.

Ref: 1. (Per.) B.P.(Ch.) No.85, (SB) dt.7.4.95.  
2. Letter No.2030/HBA.I/95-4, Housing and Urban Development  
Department, dt.11.9.95.

The following clarification are issued to (Per.) B.P.(Ch.) No.85 (SB) dt.7.4.95:-

- (i) Those Board Employees, who have availed House Building Advance for Construction/ Purchase of house/flat as per the old rate but not availed advance for enlargement/ improvement, may be sanctioned the above loans subject to the ceiling of Rs.2 lakhs for the above category and overall ceiling of Rs.4 lakhs.
- (ii) Those who have been sanctioned House Building Advance at the old rate, but not yet drawn the amount, may be sanctioned loan as per the new ceiling either for construction/ purchase of house/flat or for enlargement/improvement.
- (iii) All pending applications for sanction of House Building Advance which have not yet been sanctioned as per the new ceiling of Rs.4 lakhs.

(BY ORDER OF THE CHAIRMAN)

**M.Subramanian,**  
**Secretary.**

LOANS AND ADVANCES – Interest – Rate of Interest on House Building Advance and Conveyance Advance for the year 1995-96 – Orders – Issued.

(Secretariat Branch)

(Per)B.P.(F.B)No.84,

Dated the 23<sup>rd</sup> November 1995.

7, Karthigai, Yuva

Thiruvalluvarandu 2026.

READ:

- (i) (Per.) B.P.(F.B)No.117, (SB) dt.8.12.94.
- (ii) G.O.Ms.No.686, (Finance) (LC) Department, dt 24<sup>th</sup> August 1995.

**Proceedings:**

The Tamil Nadu Electricity Board Directs that the rates of interest to be charged on House Building Advances and Conveyance Advance granted by Tamil Nadu Electricity Board to its employees during the year 1995-96 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April 1995.

Class of Loan/Advance	Percentage per annum for the year 1995-96
<b>I. For House Building Advances:</b>	
a) For loans upto Rs.1,00,000/-	: 8.00
b) For loans from Rs.1,00,001/- to Rs.2,50,000/-	: 8.50
c) For loans from Rs.2,50,001/- to Rs.4,00,000/-	: 9.00
<b>II. Conveyance Advances:</b>	
a) For purchase of Motor Car	: 10.00
b) For purchase of Motor Cycle/- Scooter	: 10.00
c) For purchase of Bi-Cycle	: 9.00

2. The penal interest for all the loans shall be 2.75% more than the normal rates of interest per annum.

3. The Sanctioning Authorities are requested to initiate necessary action to get the correct rate of interest indicated in the sanction orders issued by them with effect from 1.4.1995 by issuing amendments, wherever necessary.

(By Order of the Board)

**M.Subramanian,**  
**Secretary.**

**TAMIL NADU ELECTRICITY BOARD**

**SECRETARIAT BRANCH**

**N.P.K.R.R. Maaligai,  
800, Anna Salai,  
Chennai – 2.**

**Memorandum No.28654/E2/95-3, Dated the 1<sup>st</sup> December 1995.**

**Sub: LOANS AND ADVANCES – Sanction of – Ensuring Carry  
Home Salary – Modified Instructions for certain categories of  
Advances – Orders issued.**

**Ref: Memo. No.16150-C2/94-1, dated 18.1.95.**

**In partial modification of the orders issued in the reference cited, the following orders are issued:-**

- i) The orders issued in the memo.No.16150/C2/94-1, dt 18.1.95 should be strictly followed, while sanctioning all loans and advances in cases of the employees who are covered by the payment of wages Act(i.e) whose wages are Rs.1,600/- per month and below.**
- ii) In cases of other employees, who are not covered by the payment of Wages Act(i.e) whose wages exceed Rs.1,600/- per month, carry home salary need not be ensured for sanction of the following advances:-**
  - a) House Building Advance.**
  - b) Education Advance**
  - c) Festival Advance**
  - d) Technical Education Loan.**

**For sanction of other advances like G.P.F. Advance, Conveyance Advance etc., to these employees, the orders issued in Board's memo.no.16150/C2/94-1, dt.18.1.95 should be followed and Carry Home Salary should be ensured as indicated therein.**

**(FOR ORDER OF THE CHAIRMAN)**

**M.Subramanian,  
Secretary.**



Sub: LOANS AND ADVANCES – House Building Advance – Insurance  
of the house constructed/enlarged/purchased out of Board's loan –  
Avoidance of delay – Instructions – Reiterated.

Ref: Memorandum (Per) No.38756/N1/85-1, dt 24.12.85

According to Rule 11 of the Board's House Building Advance Rules, the house constructed/purchased/and or the living accommodation which was enlarged out of the advance sanctioned by the Board should be insured with the General Insurance Company of India or its few subsidiaries (National Insurance Company, New India Insurance Company, United India Fire and General Insurance Company) against fire, flood and cyclone within a period of three months after completion of construction/purchase/enlargement of the house and the disbursing Officers concerned may condone delay upto six months beyond the permissible period of three months for insuring the house after completion/purchase of house in insuring/renewing the insurance policies.

2. In the Board's memo cited, it has been ordered, among other things that the instructions issued under Rule 11 of House Building Advance Rules should be followed strictly and it should be ensured that all the houses constructed/enlarged/purchased out of the House Building Advance sanctioned by the Board are insured without fail at appropriate time by the loanee Board employees and also that the insurance policies are kept alive and renewed promptly by them. It has also been ordered therein that the proposals for condonation of delay should not be approved as a matter of routine.

3. In spite of these instructions, it has come to notice that insurance policies and renewed insurance policies are not submitted at appropriate time and request for condonation of delay are reported to by the sanctioning authorities. This tendency of the employees should not be encouraged and it should be curbed forthwith.

4. All the Sanctioning Authorities of House Building advance are requested to take effective steps to obtain the insurance policies at the appropriate time without giving room to send the condonation of delay proposals to the higher authorities. The sanctioning authorities will be held responsible if there is any failure to insure/renew the insurance policies on the part of the Board loanee employee.

**M. Subramanian,**  
Secretary

(Secretariat Branch)

(Per.) B.P. (Ch.) No.69,

Dated the 1<sup>st</sup> March 1996,  
Maasi 18, Yuva,  
Thiruvalluvar Aandu 2027.

Read:

- (i) (Per.) B.P.(Ch.) No.30, (Secretariat Branch) dt. 24.2.1992.
- (ii) (Per.) B.P. (Ch) No.102, (Secretariat Branch) dt. 27.4.1994.
- (iii) G.O.Ms.No.1012, Housing and Urban Development (HBA,I) Department, dated 11.12.1995.

**Proceedings:**

In the B.P. first cited, Orders were issued to the effect that the Board employees who apply for the sanction of Housing Building Advance for the enlargement of existing living accommodation should have completed a period of 5 years from the date of completion of Construction/Purchase of house/Flat to become eligible for applying for House Building Advance for the enlargement of existing living accommodation. It has also been ordered that a period of 5 years from the date of completion of first enlargement should have been completed to become eligible to apply for the sanction of House Building Advance for the enlargement of existing living accommodation for a second time.

2. In the B.P second cited, it has been ordered that the scheme of sanction of additional advance for completion of construction of houses and completion of enlargement/improvement in the existing living accommodation be dispensed with. It has also been ordered that the scheme of sanction of advance for second enlargement/improvement also be dispensed with.

3. The Government, in their G.O. third cited, have reduced the period of eligibility from 5 years to 3 years in between the first advance and advance for enlargement/improvement of existing living accommodation.

4. Following the orders of the Government, it is hereby ordered that the 5 years gap ordered in the B.P. first cited be reduced to 3 years. The employees of the Board, who apply for the sanction of House Building Advance for enlargement/improvement of the existing living accommodation should have completed a period of three years from the date of completion of construction/purchase of house/flat to become eligible to apply for House Building Advance for enlargement/improvement of existing living accommodation.

5. The following amendment is issued to Tamil Nadu Electricity Board House building Advance Rules:

## AMENDMENT

In the said Rules in Rule 3(b), for Note (iii) the following note shall be substituted namely:-

- (iii) A period of three years should have been completed from the date of completion/purchase of house/flat to become eligible to apply for sanction of House Building Advance for enlargement/improvement of existing living accommodation.

(BY ORDER OF THE CHAIRMAN)

**M.Subramanian,  
Secretary.**

Letter No.15175/E1/95-8, (Secretariat Branch) Dated the 25<sup>th</sup> March 1996.

Sub: Loans and Advances – House Building Advance – Sanction of advance to the Employees of the Electrical Undertakings – Obtaining of Rectification Deed.

Ref: (Per.) B.P. (Ch) No.280, dated 24.11.95.

In continuation of the orders issued in the B.P. cited, I am to enclose a copy of draft 'Rectification Deed' and to request you to obtain the Rectification Deed in cases where the advance has been sanctioned by the Electrical Undertakings, one or two instalments drawn from the Undertaking and mortgaged the property with the Undertaking and application is made to the Board for sanction of the remaining instalments,

Encl:

**M.Subramanian,**

**Secretary.**

### RECTIFICATION DEED

An agreement made on the \_\_\_\_\_ day of \_\_\_\_\_ between Thiru. \_\_\_\_\_ son of \_\_\_\_\_ now employed as \_\_\_\_\_ (hereinafter called the 'MORTGAGOR' which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors and administrators, legal representative and assigns) of the ONE PART and the Chairman, Tamil Nadu Electricity Board (herein after called the 'MORTGAGEE' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a Deed of MORTGAGE dated \_\_\_\_\_ made between the Mortgagor and the Commissioner, Coimbatore Municipal Corporation was registered at No \_\_\_\_\_ in Book No and Volume No \_\_\_\_\_ Pages in Sub-Registrar Office at hereinafter referred to as the 'PRINCIPAL DEED'

WHEREAS the Government of Tamil Nadu in G.O.Ms.No.Dt. \_\_\_\_\_ vested the Coimbatore Corporation Undertaking with the Tamil Nadu Electricity Board.

WHEREAS the Tamil Nadu Electricity Board in its (Per.)B.P.(Ch)No.280 (SB) dated 24.11.95 ordered among other things to sanction advances to employees of Municipal Electrical Undertakings vested with the Board as well as to those who have already been sanctioned the advance to pay the instalments provided they agree to execute supplemental or Rectification Deed.

AND WHEREAS the parties to the Rectification Deed agrees that the rectification to the Principal Deed should be corrected in the manner herinafter mentioned.

### NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. The expression 'The Commissioner, City Municipal Corporation. Coimbatore, wherever it occurs in the principal Deed, the words the Chairman, Tamil Nadu Electricity Board shall be substituted.

2. For the words "Rules to regulate the grant of advance to the State Government Servants for Building etc., for Houses" issued by the Government of Tamil Nadu, Department of industries Labour and Co-operation with their proceedings No.1546, 23<sup>rd</sup> March 1960 shall be substituted with the "Rules to regulate the grant of advances to the Tamil Nadu Electricity Board employees for building etc. of houses issued by the Tamil Nadu Electricity Board with its proceedings Ms.No.2730 dated 14.11.62 as amended from time to time."

3. For the words in the Department of Coimbatore Corporation Electricity, Coimbatore' and 'Corporation' referred to in the last para of the Principal Deed the words in the Department/Office of (Name of the office to be indicated) and 'Of the Chairman' shall be substituted.

4. That save as varied as hereinbefore provided the principal Deed and all terms and conditions thereof shall continue to be binding and in full force and effect.

IN WITNESS WHEREOF Thiru \_\_\_\_\_ The MORTGAGOR has hereinto set his hand in the Rectification Deed and the Superintending Engineer acting for and on behalf and by order direction of the Chairman, Tamil Nadu Electricity Board, has hereinto set his hand in the day and the year first above written.

#### IN THE PRESENCE OF WITNESSES

(Signature of the party of the First Part)

- 1.
- 2.

Signed by \_\_\_\_\_ for and on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board.

(Signature of the Party of the Second part)

#### IN THE PRESENCE OF WITNESS:

- 1.
- 2.

**Sub : Advance – House Building Advance – Grant of permission to workmen covered by Board's Standing Orders – Clarification – Issued.**

In Board's Memo. No.51164/C2/80-32, Dated 5.4.89 instructions were issued that disciplinary action may be taken against the employees for violation of the provisions in the Conduct Regulations in respect of matters for which there is no provision in the Standing Orders, treating such provision in the Conduct Regulations to be lawful and reasonable orders of superiors viz., the Board, within the meaning of Standing Order 30(1)/19(i) of the certified standing orders of the Board.

2. The General Secretary/Central Organisation of Tamil Nadu Electricity Employees filed a Writ Petition No.9198/89 against the above orders. Interim stay was granted on the operation of the instructions issued in Board's Memo. Dated 5-4-89 in W.M.P. No.13170/89 on 13.7.89 by the High Court, Madras pending disposal of the above Writ Petition.

3. Due to the above Interim-stay, Board has issued orders in Memo. No.35662-C2/89-3, dated 28.7.89 keeping in abeyance the instructions issued in Memo.No.51164-C2/80-32, (Secretariat), dated 5.4.89.

4. The interim-stay case came up for final disposal in the High Court on 18.1.96. After hearing the arguments on both the sides, the Learned Judge allowed the Write Petition filed by the Central Organisation of Tamil Nadu Electricity Employees.

5. It is therefore ordered that the House Building Advance to the workmen covered by Board's Standing Orders may be sanctioned without insisting on obtaining permission under the Tamil Nadu Electricity Board Employees Conduct Regulations.

**(By Order of the Chairman)**

**M.Subramanian,**

**Secretary.**

Loans and Advances – House Building Advance – Tamil Nadu Electricity Board Employees House Building Advance Special Family Benefit Fund Scheme – Eligibility – Extension of the Scheme – Orders of the Government – Applicability to Board – Orders – Issued.

(Secretariat Branch)

(Permanent) B.P. (F.B.) No.57,

Dated the 6<sup>th</sup> August 1996,

Aadi 22, Thadhu,

Thiruvalluvar Aandu 2027.

Read:

- i) B.P.Ms.(FB) No.61 (Secretariat Branch) dated 15.7.86.
- ii) Board's Memo.No.23582/E2/86-6, dt.11.8.86
- iii) Government Lr.No.40911/HBA-1/95-15, Housing and Urban Development Department dt 19.3.96.

**Proceedings:**

In the B.P. first cited, orders have been issued adopting the scheme of House Building Advance Special Family Benefit Fund issued by the Government, In the Board's memo. Second cited, following the orders of the Government in their Letter Ms. No.811, (Hg.&UDD) dt.9.6.86, it has been ordered that such of those Board employees who are having less than five years of service left before retirement are not eligible for the benefits extended in the B.P. first cited.

2. The Government in their letter cited, have now issued orders in the effect that if the Government Servants, who are already members of Tamil Nadu Government Employees House Building Advance Special Family Benefit Fund Scheme and if they have less than five years of service left for retirement, at the time of sanction of enlargement/improvement loan, 1% recovery be effected under Special Family Benefit Fund Scheme and they may be made eligible for the Benefits under the above scheme. The Government have also ordered that in respect of the Government Servants who are having less than 5 years of service left before retirement at the time of sanction of first loan (i.e.) either main advance or enlargement/improvement advance, the orders already issued in Government letter Ms. No.811, Housing and Urban Development Department, dated 9.6.86 will hold good.

3. Following the orders of the Government, Orders are issued as below:-

- i) The employees of the Board who are already members of the House Building Advance Special Family Benefit Fund Scheme and if they have less than five years of service left before retirement, at the time of sanction of enlargement/improvement loan, 1% recovery may be effected under special Family Benefit Fund Scheme and they may be made eligible

for the benefits under the above scheme.

- ii) In respect of the Board employees who are having less than five years of service left before retirement at the time of sanction of first loan (i.e) either main advance or enlargement/improvement advance, the orders already issued in the Board's Memo No.23582/E2/86-6, (Secretariat Branch), dated 11.8.86 will hold good.

(By Order of the Board)

**M.Subramanian**

**Secretary.**



Sub : Loans and Advances – Counting of service rendered as Helper (Trainee) and Office Helper (Trainee) for sanction of House Building Advance, Conveyance Advance etc., - Clarification – Issued.

Ref: i) From the Superintending Engineer/Generation Circle/Tirunelveli Lr.No.9192/181/Adm.I/A4/F.HBA/96, dated 14.4.96.

ii) From the Superintending Engineer/Trichy Electricity Distribution Circle/Metro Lr.No.Adm.III/TEDC/Metro/Trichy/C.No.399/96, dated 17.7.96.

As per rule 1 of the Tamil Nadu Electricity Board Rules regulating grant of House Building Advance, House Building Advance may be sanctioned to employees, whether permanent or non-permanent if they have rendered, on the date of application for the advance, 6 (six) years continuous regular service. With reference to the above rule, a point has been raised as to whether the service rendered by the Helper (Trainee) Office Helper (Trainee) may be taken into account as regular service for sanction of House Building Advance, Conveyance Advance etc.,

2. The provisions of Board's Service Regulations specify that service can be reckoned as regular service when such a service is in a cadre carrying time scale of pay. In the case of Helper (Trainee) and Office Helper (Trainee) initial appointment is not a regular appointment carrying a time scale applicable to a class of service in Board. Training period cannot be considered as a period of regular service.

3. It is, therefore, clarified that, the period of service rendered as Helper (Trainee) and Office Helper (Trainee) should not be taken into account as regular continuous service for sanction of House Building Advance, Conveyance Advance etc.

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

Sub : Loans and Advances – House Building Advance – Sanction of Advance  
for Enlargement/improvement of existing accommodation allotted by Tamil  
Nadu Housing Board – Eligibility – Further Clarification – Issued.

Ref: 1.(Per.) B.P.(Ch.) No.69, (SB) dated 1.3.96.  
2. Government Letter No.21412/HBA.1/96-1 dated 22.7.96.

In the B.P first cited, orders were issued to the effect that the Board Employees, who apply for the sanction of House Building Advance for the enlargement/improvement of the existing living accommodation should have completed a period of three years from the date of completion of construction/Purchase of House/Flat to become eligible to apply for House Building Advance for enlargement/improvement of existing living accommodation.

2. Following the orders of the Government in their letter second cited, it is hereby ordered that in the case of enlargement/improvement of house/flat allotted by the Tamil Nadu Housing Board a period of three years from the date of order sanctioning House Building Advance for purchase of Ready Built House/Flat(Tamil Nadu Housing Board) should be completed to become eligible to apply for sanction of enlargement/improvement advances.

3. This order comes into effect from the date of issue of this order.

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

Loans and Advances – Interest – Rate of interest on House Building Advance, Conveyance Advance etc., for the year 1996-97 – Orders – Issued.

(Secretariat Branch)

(Per.)B.P.(FB)No.92,

Dated the 20<sup>th</sup> December 1996.

5<sup>th</sup> Maargazhi, Thadhu,  
Thiruvalluvar Aandu 2027.

1. (Per.)B.P.(FB) No.84, (Secretariat Branch) dated 23.11.1995.

2. G.O.Ms.No.586, Finance (LC) Department, dated 10.9.96.

### Proceedings:

The Government in their G.O. second cited have issued orders prescribing the rates of interest to be charged on loans and advances such as House Building Advance, Conveyance Advance and other personal loans sanctioned to the Government servants for the year 1996-97.

2. The Tamil Nadu Electricity Board has considered the question of prescribing the rates of interest to be charged on similar loans sanctioned to the Board employees. At present, the borrowing rate of interest in the Board is 16% and the interest commitment of the Board for giving these advances has been estimated to be Rs.6.65crores. In view of the higher cost of funds to be borne by the Board in sanctioning loans and advances to its employees, the Board has resolved that the interest rate may be fixed at 2% higher than the rate of interest fixed by the Government for various types of loans and advances sanctioned to the Government servants for the year 1996-97. Though this enhancement will not compensate the Board to the full extend of the interest commitment to the Board, the fact that the grant of advances, to the employees is a welfare measure has been borne in mind while increasing the interest rates.

3. The Tamil Nadu Electricity Board accordingly directs that the rates of interest to be charged on House Building Advance, Conveyance Advance etc., granted by Tamil Nadu Electricity Board to its employees during the year 1996-97 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April 1996.

Class of Loan/Advance	Percentage per annum for the year 1996-97.
I. For House Building Advance:	
a) For loans upto Rs.1,00,000/-	: 10.00
b) For loans from Rs.1,00,001/- to Rs.2,50,000/-	: 10.50
c) For loans from Rs.2,50,001/-to Rs.4,00,000/-	: 11.00

II. Conveyance Advance: \_\_\_\_\_

- |  |   |       |
|--|---|-------|
| a) For purchase of Motor Car                 | : | 12.00 |
| b) For purchase of Motor Cycles/<br>Scooters | : | 12.00 |
| c) For purchase of Bicycles                  | : | 11.00 |

### III. Other Personal Loans:

- |                             |   |       |
|-----------------------------|---|-------|
| a) For purchase of Computer | : | 12.00 |
| b) Others:                  | : | 12.00 |

4. The penal interest on all over due instalments of principal and interest shall be 2.75% more than the normal rate of interest per annum.

**P.A.Khaja Kaleel Rahman,**

**Secretary.**

**LOANS AND ADVANCES – House Building Advance – Rules to regulate grant of Advance to Tamil Nadu Electricity Board Employees for Building etc., of Houses – Amendment – Issued.**

(Secretariat Branch)

(Per.)B.P.(FB) No.97

Dated the 30<sup>th</sup> December 96

Maargazhi 15, Thadhu

Thiruvalluvar Aandu, 2027.

**Proceedings:**

Rules to regulate the grant of advances to Tamil Nadu Electricity Board Employees for Building etc., of Houses are based on the corresponding rules of the Government. The said rules of the Board do not contain provision for sale of the houses, when the loan amount is out-standing. Rule 15 of the State Rules to regulate the grant of advance to the Government Servants for building etc., of Houses, stipulates that the house constructed or Ready Built House purchased or improved or enlarged out of the amount sanctioned under those Rules shall not be disposed of until such time the advance and the interest accrued thereon are fully repaid and that however, Government can make exception and grant permission in deserving cases for the acquisition of a house, without any additional commitment to Government if the Government Servant who has constructed/purchased a house out of the house building advance sanctioned under these Rules desires to acquire another house because of non-suitability of the existing house. In such cases, the Government may permit the loanee Government Servant to carry over the outstanding house building advances and the interest thereon to the new property to be acquired which shall be mortgaged to Government as security for the outstanding advance.

2. The Tamil Nadu Electricity Board, after consideration has decided that as the House Building Advance Rules of the Tamil Nadu Electricity Board are based on the rules of the Government, a provision corresponding to Rule 15 of State Rules to regulate the grant of advances to Government servants for building etc., of houses mentioned in para 1 above may be incorporated in the Rules to regulate the grant of advances of Tamil Nadu Electricity Board Employees for building etc., of houses also.

3. Accordingly the following amendment is issued to regulate the grant of Advance to Tamil Nadu Electricity Board employees for building etc., of houses:

**AMENDMENT**

In the said Rules, after Rule 12, the following rule shall be added as Rule 13, namely:

“13. Disposal of House: The house constructed or Ready Built House purchased or improved or enlarged out of the amount sanctioned under these rules shall not be disposed off until such time the advance and the interest accrued thereon are fully repaid. However, the Chairman/Tamil Nadu Electricity Board can make exception and grant permission in deserving cases for the acquisition of a house, without any additional commitment to Tamil Nadu Electricity Board, if the Board employee who has constructed/purchased a house out of the House Building Advances sanctioned under these Rules desires to acquire

another house, because of non-suitability of the existing house, in such cases, the Chairman may permit the loanee Board employee to carry over the outstanding House Building Advance and the interest thereon to the new property to be acquired which shall be mortgaged to the Tamil Nadu Electricity Board as security for the outstanding advance".

(By Order of the Board)

**P.A. Khaja Kaleel Rahman,**  
**Secretary.**

**Sub : Loans and Advances – House Building Advance - Eligible service for  
sanction of House Building Advance – Instructions – Issued.**

As per Rule 1 of the Rules to regulate the Grant of Advance to Tamil Nadu Electricity Board employees for Building etc., of houses, House Building Advance may be sanctioned to the Tamil Nadu Electricity Board employees whether permanent or non-permanent, if they have rendered on the date of application for the advance 6 (Six) years continuous regular service. Complaints are received that employees who do not satisfy this condition are also sanctioned House Building Advance.

2.It is hereby ordered that the sanctioning authorities should follow the above rule scrupulously and if any such case of deviation is noticed, in regard to sanctions accorded earlier or in future disciplinary action will be taken against the officials responsible.

(By Order of the Chairman)

**P.A. Khaja Kaleel Rahman,  
Secretary.**

**Sub: Loans and Advances – House Building Advance - Advance for the purchase of Ready Built House/Flat from private parties – Inspection of the house – Instructions – Issued.**

It is noticed in certain cases of sanction of advance for the purchase of Ready Built House/Flat from private parties that the sanctioning authorities sanction the House building Advance after a very long time after issue of orders allotting the funds in those cases from this office. Such a delay is reported to be due to the conducting of the inspection of the house/flat, with reference to the proviso under Rule 3(a) of the Board's House Building Advance Rules after the receipt of the orders from this office for sanction of the loan. This procedure is not correct.

2. All the Sanctioning Authorities of House Building Advance are informed that inspection of house/flat with reference to the proviso under Rule 3(a) of the Board's House Building Advance Rules shall be conducted immediately on receipt of the application in complete shape. If in any case, the norms stipulated in the Table under the said proviso, are not satisfied, the application should be rejected and returned to the applicant immediately without assigning priority in the register. The Sanctioning Authorities are also informed that the particulars such as date of receipt of the application, date of inspection of the house and date of receipt of the inspection report, should be indicated in the sanction order of the advance in each case.

3. The receipt of this Memo. Shall be acknowledged.

**P.A.Khaja Kaleel Rahman,  
Secretary.**



Sub : Loans and Advances—House Building Advance -Inclusion of cost of Electrical Motor in the Estimate – Clarification – Issued.

Ref: i) From the SE/Pudukkottai Lr.No.15295/Entt./A2/F.HBA/96 dt.24.8.96.

ii) From the SE/Trichy EDC/North Lr.No.1/Adm.III /A1/F.HBA/97,dt.2.1.97.

iii) Govt.Lr.No.6746/HBA.1/97-1, (Housing and Urban Development Department), dated 24.2.97.

Certain S.Es. have raised a point for clarification as to whether provision of electric motor in the estimate can be accepted for sanction of House Building Advance. The Government have stated that provision of electric motor in the estimate cannot be accepted for sanction of House Building Advance.

2. It is therefore, clarified that the provision of electric motor in the estimate need not be accepted for sanction of House Building Advance.

**P.A.Khaja Kaleel Rahman,**

**Secretary.**

**LOANS AND ADVANCES – Interest – Rate of interest on House Building Advance, Conveyance Advance etc., for the year 1997-98 – Orders – Issued.**

**SECRETARIAT BRANCH**

(Per.) B.P. (FB) No.57,

Dated the 28<sup>th</sup> July 1997.

12<sup>th</sup> Aadi, Easwara Varudam,

Thiruvalluvarandu 2028.

Read:

- 1) (Per.) B.P.(FB) No.92, (SB) dt.20.12.'96.
- 2) G.O.Ms.No.264, Finance (LC) Dept., dt.26.5.'97.

**PROCEEDINGS:**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House building Advance, Conveyance Advance and other personal loans granted by the Tamil Nadu Electricity Board to its employees during the year 1997-98 shall be as for the year 1996-97 as detailed below: These rate will take effect from 1<sup>st</sup> April '97.

**Class of Loan/Advance**

**Percentage per Annum for the year 1997-98.**

**I. For House Building advance:**

a) For loans upto Rs.1,00,000/-	10.00
b) For loans from Rs.1,00,001/- to Rs.2,50,000/-	10.50
c) For loans from Rs.2,50,001/- to Rs.4,00,000/-	11.00

**II. Conveyance Advance:**

a) For Purchase of Motor Car	12.00
b) For purchase of Motor Cycle/Scooter	12.00
c) For purchase of Bi-Cycle	11.00

**III. Other Personal Loans:**

a) For purchase of Computer	12.00
b) Others	12.00

2.The penal interest on all overdue instalments of Principal and Interest shall be 2.75% more than the normal rate of Interest per annum.

(BY ORDER OF THE BOARD)

**P.A. Khaja Kaleel Rahman**  
**Secretary.**

Sub : LOANS AND ADVANCES – House Building Advance – Reimbursement  
of Stamp duty and Registration fee incurred outside the State of Tamil Nadu -  
Clarification Issued.

- Ref: i) B.P.Ms.No.296(SB) dt.16.6.'81.  
ii) From the SE/Generation/Tirunelveli,  
Lr.No.27849/724/Adm.1/A4/FHBA.193/97, dt.29.3.97.  
iii) From the Inspector General of Registration, Chennai,  
Lr.No.40237/C2/97, dt.28.7.97.

In the reference first cited, it has been ordered that application for House Building Advance from the employees of the Board for constructing/Purchasing/enlarging a house in the neighbouring States, outside the state of Tamil Nadu will also be entertained in really deserving, genuine and rare cases.

2. The SE/Generation/Tirunelveli has raised a point for clarification as to whether the higher rate of stamp duty and Registration fee incurred due to the Registration of Mortgage Deed Outside the State of Tamil Nadu be considered for reimbursement.

3. After careful consideration of the point, in consultation with the Government, it is clarified that the reimbursement of Stamp duty and Registration fee, in the case of mortgage deeds registered outside the State of Tamil Nadu be restricted to the rates prevalent in Tamil Nadu or the actual amount incurred by the employee whichever is less.

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

Sub : Loans and Advances – House Building Advance – Roof level of construction – Clarification – Issued.

Ref : (i) (Per.) B.P. (Ch.) No.220, (SB) dt.1.12.92.

(ii) Government Lr.No.29573/HBA-1/97-1, (H&UD, Dept) dt.18.8.97.

Following the clarification issued in the Govt. Lr.second cited, the term “roof level” noted in Para 3 of the B.P. first cited is clarified as follows:-

“The roof level means, the level at which the Building construction is ready to receive the roof slab, i.e. it excludes centering for roof slab, concrete and reinforcement.”

**P.A. Khaja Kaleel Rahman,**

**Secretary.**

Sub : Loans and Advances – House Building Advance – Sanction of Advance  
for carrying out improvement works in the existing house – Inspection –  
Instructions – Issued.

Ref: From the Government Lr.No.31930/HBA.1/97-1, (Housing & Urban  
Development Department) dt.1.9.97.

According to Rule 7(a) (i) of the Rules to Regulate the Grant of Advances to Tamil Nadu Electricity Board employees for Building etc., of houses, inspection has to be carried out to verify the correctness of the certificates/reports for the House Building Advance sanctioned for construction of house or enlargement of the living accommodation. As per the orders issued in Board's Memorandum No.20252/E2/95-1, dated 5.5.95, an Assistant Executive Engineer/civil/Tamil Nadu Electricity Board, nearer to the construction spot shall be deputed for inspection on receipt of completion intimation from the individual at appropriate stages of construction. But, there is no provision in the Tamil Nadu Electricity Board House Building Advance Rules to carry out inspection, the cases where House Building Advance is sanctioned for carrying out improvement works of the existing living accommodation.

2. The Government in their letter cited have issued instructions to carry out inspection of the house/flat after obtaining completion/utilisation certificate for the amount sanctioned to the applicant for improvements and to ensure that the loanee employee has carried out the improvement works as per the estimates furnished by him at the time of sanction of advance for improvement.

3. The matter has been examined, It is ordered that the sanctioning authorities shall / arrange for inspection of the improvement estimates at two stages as detailed below:-

(1) FIRST INSPECTION:

An Assistant Executive Engineer/Civil shall be deputed to inspect the existing house/flat by spot verification on receipt of the application from the individual and to give a certificate to ensure that the improvement works mentioned in the estimate submitted by the applicant is in order and is for carrying out the fresh civil works specified in the instructions already issued by the Board in Para 2(b) of the Memorandum(Permanent) No.25191/E2/87-6, (Sectt.Br.)dt.29.1.88.

(2) SECOND INSPECTION:

The second inspection shall be carried out by an Assistant Executive Engineer/Civil after obtaining completion report/utilisation certificate from the individual and the Assistant Executive Engineer/Civil should, after due verification, give certificate to ensure that the loanee employee has carried out the improvement works as per the estimate.

4. This order shall take immediate effect.

5. The receipt of the Memorandum may be acknowledged.

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

**Sub :** Loans and Advances – House Building Advance Sanction of Advance  
for purchase of Ready Built House/Flat/Plot from close relatives clarification issued.

- Ref :**
- 1) Board's Memo.(Per.) No.54400/E2/92-1, dt.28.9.92.
  - 2) Board's Memo.(Per.) No.83879/E2/92-1, dt.10.3.93.
  - 3) From CE/Personnel U.O.No.131387/634/G1/A2/96-1, dt.22.1.97.
  - 4) Government Letter No.14876/HBA/1/97-4, dt.15.10.97.

The Chief Engineer/Personnel has raised a point for clarification as to whether House Building Advance may be sanctioned to an employee for purchase of Ready Built House/Flat/Plot from his brother-in-law(Wife's brother) as Wife's brother is not included in the list of close relatives defined in the reference 1<sup>st</sup> and 2<sup>nd</sup> cited.

2. The matter has been examined in consultation with the Government and it is clarified that Brother-in-law(Wife's brother) is not one of the "Close relatives" defined in regulation 2(c) (iii) of the Tamil Nadu Electricity Board employees conduct Regulations. Therefore, House Building Advance can be sanctioned to a Board employee for the purchase of Plot/Flat /Ready Built House from his brother-in-law, (Wife's brother).

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

**LOANS AND ADVANCES – Counting of Service rendered as Helper(Trainee) and Office Helper(Trainee) for sanction of House Building Advance, Conveyance Advance etc. – Orders – Issued.**

(Permanent)B.P.(FB) No.5, (Sectt. Branch)

Dated 27<sup>th</sup> January 1998.

Thai 14, Easwara Varudam,

Thiruvalluvar Aandu 2029.

Read:

Board's Memo. No.25661-E2/96-1, dt.26.8.96.

**Proceedings:**

As per Rule 1 of the Rules to regulate grant of Advance to Tamil Nadu Electricity Board Employees for building etc. of Houses, House Building Advance may be sanctioned to employees, whether permanent or non-permanent, if they have rendered, on the date of application for the advance, six years continuous regular service. The provisions of the Tamil Nadu Electricity Board service Regulations specify that service can be reckoned as regular service, when such a service is in a cadre carrying time scale of pay. In the case of Helper(Trainee) and Office Helper(Trainee) initial appointment is not a regular employment carrying a time scale of pay in the case of Helper (Trainee) and Office Helper (Trainee) initial appointment is not a regular employment carrying a time scale of pay applicable to a class of service in the Board. During the period of training, the trainees are paid consolidated pay only. After the completion of training they are absorbed in regular service carrying regular time scale of pay. In view of the above, Orders were issued in the Board's Memorandum cited, that the period of service rendered as Helper(Trainee) and Office Helper(Trainee) should not be taken into account as regular continuous service for sanction of House Building Advance, Conveyance Advance etc.

2. Representations have been received from the Unions for reconsideration of the above decision. The Unions have pointed out that as per existing instruction, Helper (Trainees) and Office Helper(Trainees) are eligible for all the entitlements and benefits admissible to the newly recruited Helpers/Office Helpers except the scale of pay, viz. they are eligible for leave benefits, grant of festival advance, Night shift allowance etc. Further, their seniority is assigned with reference to the date of joining duty as Helper (Trainee)/Office Helper (Trainee). There were also variations in the period of training from time to time, resulting in Trainees in latter batches become eligible for the House Building Advance while their seniors in view of longer period of training do not qualify for the House Building Advances. In view of the above, the Unions have contended that there is justification for counting the period of training for sanction of House Building Advance, Conveyance Advance, etc.

3. The matter has been carefully considered. It is hereby ordered that the period of service rendered as Helper(Trainee) and Office Helper(Trainee) shall also be taken into account as service for the purpose of sanction of House Building Advance, Conveyance Advance, etc.

(By Order of the Board)

**P.A.Khaja Kaleel Rahman,**  
**Secretary.**

Sub : Loans and Advances – House Building Advance Plan approval by village panchayat presidents - orders issued by the Government – Applicability to Board – Orders – Issued.

Ref : (i) Bd's Memo.No.33548/E2/87-4, dt.1.8.87.

(ii) G.O.(Per.)No.92, Rural Devp(3) Deptt. Dt.26.3.97.

(iii) From Dy.Secy.To Govt.Housing and Urban Devp.Deptt.

Lr.No.46184/HBA-1/97-2, dt.3.2.98.

As per the Tamil Nadu Electricity Board Rules, which are based on Government House Building Advance Rules the applications for House Building Advance should be submitted by the employees together with the site plan and building plan approved by the local authorities concerned. Accordingly, the plan and estimates approved by the local authority, i.e., Commissioner/Panchayat Union for village Panchayats and the Executive Officer for the Town Panchayats are being accepted for processing the House Building Advance applications of the Tamil Nadu Electricity Board employees.

2. The Govt. of Tamil Nadu in their Govt. Order second cited have delegated powers to approve the building plan by the respective village Panchayat Presidents themselves in respect of buildings falling under their jurisdiction. The Presidents of village Panchayats have been empowered to approve applications for construction of building in the areas coming under the Tamil Nadu Panchayat Act 1994.

3. It is hereby ordered that the building plan etc. duly approved by the Presidents of the respective Panchayats can be accepted as valid documents for processing of applications for House Building Advance.

4. Receipt of this Memorandum shall be acknowledged.

(By Order of the Chairman)

**R. Narasimhan,**  
**Secretary.**



Sub : Loans and Advances – Thiru. S. Panneer, Assistant Executive Engineer/Civil,  
Permission requested to purchase a flat through Life Insurance Corporation –  
Clarification – Issued.

Ref : CE/CD's U.O.Note No.1347/SECH/PA/S/A1/98-1, dt.9.10.98.

The Chief Engineer/Civil Design may be informed that necessary permission may be accorded to Thiru. S.Panneer, Assistant Executive Engineer/Civil to purchase a flat by availing loan from Life Insurance Corporation, after satisfying herself the sources for meeting of cost of purchase of flat. However, the fact that he already owns a house should be intimated to the Life Insurance Corporation for availing the loan.

**S.Sethusaraswathi Bai,**  
**Deputy Secretary/Admn.**

From

Thiru R. Narasimhan, B.Sc.,  
Secretary.

To  
The Superintending Engineer,  
Generation Circle,  
No.949, EVN Road,  
Erode 638009.

Sir,

Sub : Loans and Advances – House Building Advance - Ready Built House  
from the Tamil Nadu Housing Board – Execution of sale deed – No  
objection Certificate – Clarification Issued.

Ref: Your Lr.No.11912/270/Adm.2(2)/96-8, dt.15.6.98.

I am to say that the Tamil Nadu Housing Board may be informed that the Board employees mortgage the house to Tamil Nadu Electricity Board, based on the No objection Certificate issued by the Tamil Nadu Housing Board and that the sale deed may therefore be issued to Board employee concerned.

2. Before issue of letter to Tamil Nadu Housing Board as indicated in para-1 above, an undertaking be obtained from the loanee employee that he will produce the sale deed to the Board immediately on receipt.

3. I am also to request you to pursue the matter and obtain the sale deed from the loanee employees as soon as he receives it from the Tamil Nadu Housing Board and keep it under safe custody till the entire loan together with interest is repaid in full.

Yours faithfully,

Sd/—

## ABSTRACT

Loans and Advances – House Building Advance – Special Family Benefit Fund Scheme – Extension of the scheme to the employees of Coimbatore Corporation Electrical – Undertaking – Orders Issued.

(Per.)B.P.(Ch.) No.37(Sectt.Br.)

Dated the 25<sup>th</sup> January 1999.

Thai 11, Veguthaniya

Thiruvalluvar Aandu 2030

Read:

1. B.P.Ms.(FB)No.61(SB) dt.15.7.86.
2. (Per.)B.P.(Ch.)No.280(SB) dt.24.11.95.
3. SE/Acqn./CBE Elecl, Undertaking Lr.No.SE/Acqn./71784/92/J.19 dt.28.5.95.
4. SE/Acqn.CBE Lr.No.71784/92/J.19, dt.13.12.95.

## PROCEEDINGS:

The Superintending Engineer/Acquisition/Coimbatore Electrical Undertaking has requested extension of "House Building Advance Special Family Benefit Fund Scheme" to the employees of Coimbatore Corporation Electrical Undertaking.

2. The matter has been examined in detail and it has been decided to extend the House Building Advance Special Family Benefit to extend the House Building Advance Special Family Benefit Fund Scheme as applicable to the Board's employees to the employees of Coimbatore Corporation Electrical Undertaking also.

3. It is hereby ordered that the scheme of "House Building Advance Special Family Benefit Fund Scheme" as applicable to Board's employees be extended to the employees of Coimbatore Corporation Electrical Undertaking also, for whom House Building Advance was sanctioned by the erstwhile undertaking and who had a service period of more than five years at the time of disbursement of the advance. Arrears subscription at the rate of 1% of the total monthly installment recoveries under the scheme should also be effected in respect of such cases.

4. The mortgage deed already executed by the employees of the erstwhile Coimbatore Corporation Electrical Undertaking for whom House Building Advance was sanctioned by the said undertaking should

be got transferred in favour of Tamil Nadu Electricity Board by a transfer deed in a forty rupees non-judicial stamp paper as provided for in Article 62(c)(2) of the schedule I under section 3 of Indian Stamp Act 1899.

5. The draft of the transfer deed can be got settled by the Government pleader of the area concerned.

(BY ORDER OF THE CHAIRMAN)

**R. Narasimhan,  
Secretary.**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance, Conveyance Advance and other personal loans granted by the Tamil Nadu Electricity Board to its employees for the year 1998-99 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April 1998.

Class of loan/Advance	Percentage per annum for the year 1998-99
<b>FOR HOUSE BUILDING ADVANCE</b>	
a) For loans up to Rs.50,000/-	9.50
b) For loans from Rs.50,001/- to Rs.1,50,000/-	11.00
c) For loans from Rs.1,50,001/- to Rs.4,00,000/-	13.50
d) For loans from Rs.4,00,001/- to Rs.5,00,000/-	15.00
(If interest is applicable)	
e) For loans from Rs.5,00,001/- to Rs.7,50,000/-	16.00
(Wherever applicable)	
<b>FOR VEHICLE ADVANCE</b>	
a) For purchase of motor car	17.00
b) For purchase of motor cycle/motor	18.50
c) For purchase of Bi-cycle	11.00
<b>OTHER PERSONAL LOANS</b>	
a) For purchase of computer	15.00
b) Others	12.00

2. The panel interest on all overdraft facilities and interest on all other loans shall be as follows:

(BY ORDER OF THE BOARD)

**R. Narasimhan,  
Secretary.**

**Loans and Advances – Interest – Rate of Interest on House Building Advance, Conveyance Advances etc. for the year 1998-99 – Orders Issued.**

(Permanent) B.P.(FB) No.7 (Sectt.Br.)

Dated the 18<sup>th</sup> February 1999.

Thai 27, Veguthaniya

Thiruvalluvar Aandu 2030.

Read:

- i) (Per.)B.P.(FB) No.57, (SB) dt.28.7.97.
- ii) G.O.Ms.No.618, Finance (LC) Deptt. Dt.26.10.98.

**PROCEEDINGS:**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance, Conveyance Advance and other personal loans granted by the Tamil Nadu Electricity Board to its employees for the year 1998-99 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April 1998.

Class of Loan/Advance	Percentage per annum for the year 1998-99
<b><u>FOR HOUSE BUILDING ADVANCE</u></b>	
a) For loans up to Rs.50, 000/-	9.50
b) For loans from Rs.50, 001/- to Rs.1, 50,000/-	11.00
c) For loans from Rs.1, 50,001/-to Rs.4, 00,000/-	13.00
d) For loans from Rs.4, 00,001/- to Rs.5, 00,000/-	13.00
(Wherever is applicable)	
e) For loans from Rs.5, 00,001/- to Rs.7, 50,000/-	
(Wherever is applicable)	14.00
<b><u>CONVEYANCE ADVANCE</u></b>	
a. For purchase of motor car	17.00
b. For purchase of motor cycle/scooter	13.50
c. For purchase of Bi-cycle	11.00
<b><u>OTHER PERSONAL LOANS</u></b>	
a. For purchase of computer	12.00
b. Others	12.00

2. The penal interest on all overdue installments of principal and interest shall be 2.75% more than the normal rate of interest per annum.

(BY ORDER OF THE BOARD)

**R. Narasimhan,**  
**Secretary.**

Copy of Govt. Letter No.38541/HBA1/99-1, dt.29.9.99, Housing and Urban Development Department, Secretariat, Chennai-9 from Thiru.N.Govindan, I.A.S., Secretary to Govt. to All Secretaries to Govt., All Collectors, All Heads of Departments, The Director General of Police, Chennai-4.

Sub: Loans and Advances – House Building Advance – Loan sanctioned through Housing Development Finance Corporation, CANFIN and IND FIN – Death of loanees Non Intimation and Waiver of loan amount in time Financial loss to Government – Avoidance of Instructions - Issued.

Ref: From the Commissioner of Treasuries and Accounts, Chennai  
Lr.No.57917/99/K3, dt.24.8.99.

I am directed to state that the Commissioner of Treasuries and Accounts, Chennai has brought to the notice of Government that payment of interest subsidy have been made to the financial institutions mentioned above (viz. Housing Development Finance Corporation/CANFIN/INDFIN) in the cases of certain deceased Government servant loanees who had obtained loan from above institutions under line of credit scheme. Even after the death of the loanees some of the Government Departments have not intimated the fact to the concerned Financial Institutions, Commissioner of Treasuries and Accounts and the sanctioning authorities immediately.

2. In this connection, I am to state that if a Government servant who obtained House Building Advance from the Government dies while in service, the sanctioning authorities concerned are issuing necessary waiver and adjustment orders/proceedings based on the write-off proposals received from the Heads of Departments. Based on the orders, necessary bills are prepared for adjustment of Accounts and presented in pay and Accounts Officer/Treasury by the Drawing and Disbursing Officers under the debit head of account “2235 Social Security and Welfare” and credit head of account “7610 Loans and Advances to Government Servants etc.”

3. In the case of a Housing Development Finance Corporation/CANFIN/INDFIN loanees who die while in service, the outstanding dues of the loanees will be furnished by the concerned Financial Institution to the departments concerned and the office of the Commissioner to Treasuries and Accounts, Chennai. 15 on request. Based on the proposals received from the Department concerned necessary waiver proceedings are issued by the sanctioning authorities. On receipt of the proceedings the Drawing and Disbursing Officers prepare necessary bills and obtain the cheque/Demand Draft in favour of HDFC/CANFIN/INDFIN and send it to the Financial Institutions concerned.

4. In this connection, I am to state that the Commissioner of Treasuries and Accounts will be paying the interest subsidy due to the loanees of the concerned financial institution based on their monthly demand. If the concerned departments do not intimate Institutions and Commissioner of Treasuries and Accounts, Chennai-15 the latter would be paying the interest subsidy continuously even after the death of the loanees which results in financial loss to Government.

5. Therefore I am directed to instruct that the concerned Heads of Office/pay drawing and Disbursing Officers and the Heads of Departments shall inform the death of the loanee who had obtained

House Building Advance loan from HDFC/CANFIN/INDFIN to the concerned financial institution and the Commissioner of Treasuries and Accounts, Chennai-15 immediately. The fact shall also be intimated to the sanctioning authorities viz., the collectors/Director General of Police/Secretaries to Govt. as the case may be to issue necessary waiver orders and to settle the dues to the Financial Institutions concerned within a month from the date of the death of the loanee to avoid payment of interest subsidy by the Government to the Financial institution even after the death of the loanees. The Head of office/pay Drawing and Disbursing authorities are held responsible for such omission in this regard.

Sd/- -----

For SECRETARY TO GOVERNMENT.

Endorsement No.81191/A7/A72/99-1, dated the 10<sup>th</sup> November 1999.

Communicated for information.

**G.Gnanaselvam,**  
**Secretary.**

SECRETARIAT BRANCH

Memorandum No.13640/A7/ 7/A72/2000-1 dated 24<sup>th</sup> march 2000.

Sub : Loans and Advances – Signing of Deeds and Documents by Departmental Officers and the loanee employee – Certain instructions – Issued.

The O & M Cell Inspection Team (Chairman's Inspection Team) during their inspection of the Chief Engineer's Offices have observed certain defects in the mortgage deed, Surety Bond, Sale Deed etc., submitted by the loanee employees for availing House Building Advance, Conveyance Advance, Marriage Advance and other loans and Advances. To prevent any future manipulation and to overcome any possible legal objections the following instructions are issued in connection with the execution and submission of deeds for availing loans and advances: -

- i) The mortgage deed, sale deed, surety bond, agreement etc. should bear the signature of the parties concerned at the foot of all pages of the deed/documents. The Authorised Officer should affix his signature in all pages wherever he is the party to the deed. (181)
- ii) The corrections, alterations, etc., in the deed/documents should be duly attested by all concerned viz., the corrections should be attested not only by the loanee employee but also by the surety/vendor, etc.as the case may be and also by the departmental officer viz., sanctioning authority.
- iii) Xeros copies should not be added to or annexed to the deed. The annexures etc., Should be typed in green bond paper.
- iv) The deed/documents etc. should be executed in stamp paper of proper denomination as per the Stamp Duty Act.
- v) It should be ensured that the parties concerned viz., mortgagor, mortgagee, Vendor, Surety, Witness etc. affix their signatures at the appropriate space assigned for them.

2. The above instructions should be followed scrupulously.

3. Receipt of the above Memo. shall be acknowledged.

**G. Gnanaselvam,**  
**Secretary.**



SECRETARIAT BRANCH

Memorandum(Permanent) No.17785/A7/A72/2000-2 dated the 28<sup>th</sup> March 2000.

Sub : Loans and Advances – House Building Advance – Insurance of house constructed/enlarged/purchased out of Board's loan – Avoidance of delay – Instructions – Reiterated.

Ref: i) Memo.(Per.) No.38756/N1/85-1 dt.24.12.85

ii) Memo.No.71250/E2/95-1 dt.4.12.95.

According to Rule 11 of the Board's House Building Advance Rules, the house constructed/purchased and/or the living accommodation enlarged out of the advance sanctioned by the Board should be insured with the General Insurance Company of India or its few subsidiaries (National Insurance Company New India Insurance Company, Oriental Fire and General Insurance Company, united India fire and General Insurance Company) against fire, flood and cyclone within a period of 3 months after completion of construction/Purchase/enlargement of the house and the disbursing Officers concerned may condone delays up to six months beyond the permissible period of three months for insuring the houses after completion/purchase of house in insuring renewing the insurance policies.

2. In the Board's Memo. First cited, it has been ordered that the instructions issued under Rule 11 of House Building Advance Rules should be followed strictly, that it should be ensured that all the houses constructed/enlarged/purchased out of the House Building Advance sanctioned by the Board are insured without fail at the required time by the loanee Board employees and also that the insurance policies are left alive by renewing promptly by them. It has also been ordered therein that the powers to condone delays over and above the permitted period of 3 months shall vest with the authority next higher to the sanctioning authority and that the proposals for condonation to delay should not be approved as a matter of routine.

3. In the memo second cited the Rule position and the instructions already issued were reiterated and it was informed that the sanctioning authorities will be held responsible if there is any failure to insure/renew the insurance policies on the part of the Board loanee employees.

4. In spite of the above instructions a case has been sent to the Board for condonation of delay in renewing insurance by an officer who has not at all renewed the insurance policy in respect of his house constructed out of House Building Advance for more than 15 years. Such slackness and indifferent attitude on the part of loanee employees and the sanctioning authorities of House Building Advance is liable to cause avoidable financial loss to the Board and this should be curbed forthwith.

5. All the sanctioning authorities of House Building Advance are directed to take effective steps to obtain the insurance policies at the required time. Condonation of delay should not be allowed as a matter of routine. The sanctioning Authorities will be held responsible if instances of any failure to insure/renew the insurance policies on the part of the loanee employees. The above instructions should be followed scrupulously. Any violation in this regard is liable for taking disciplinary action.

6. Receipt of the Memo. Shall be acknowledged.

(BY ORDER OF THE CHIRMAN)

**G. Gnanaselvam,  
Secretary.**

BOARD OFFICE SECRETARIAT BRANCH

9<sup>th</sup> Floor, N.P.K.R.Ramaswamy maalgai,

Anna Salai, Chennai 600 002.

Letter No.26734/A72/2000-1

Dated the 22<sup>nd</sup> April 2000.

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Generation Circle,  
Tirunelveli 627 011

Sir,

Sub · Loans and Advances – Sanction to Thiru M.Mani Driver- Not completed the  
house – Remitted principal with accrued interest – Releasing of original deed – Reg.

Ref: Your Letter No.1784/Adm./A4/P.HBA/2000 dt.11.4.2000.

In the circumstances stated in your letter cited, action may be taken at your end as per Rule 8(d)  
read with Rule 9(f) (i) of the House Building Advance Rules.

Yours faithfully,

## ABSTRACT

Loans and Advances – Interest – Rate of interest on House Building Advance, Conveyance Advance etc., of the year 1999-2000 Orders – Issued.

## SECRETARIAT BRANCH

(Per.) B.P (FB) No.42,

Dated the 8<sup>th</sup> May 2000  
Thiruvalluvar Aandu 2031.  
Vikkirama,  
Chithirai 26. (189)

Read:

- (i) (Per.) B.P.(FB) No.7 (SB) dated 10.2.99
- (ii) G.O.Ms.No.57, Finance (L&A) Department, dated 4.2.2000.

## PROCEEDINGS:

The Tamil Nadu Electricity Board directs that the rate of interest to be charged on House Building Advance, Conveyance Advance and other personal loans granted by the Tamil Nadu Electricity Board to its employees for the year 1999-2000 shall be as detailed below. These rates will take effect from 1<sup>st</sup> April 1999.

Class of Loan/Advance	Percentage per annum for the year 1999-2000
<u>FOR HOUSE BUILDING ADVANCE</u>	
a) For loans upto Rs.50,000/-	9.50
b) For loans from Rs.50,001/- to Rs.1,50,000/-	11.00
c) For loans from Rs.1,50,001/- to Rs.4,00,000/-	13.00
<u>CONVEYANCE ADVANCE</u>	
a) For purchase of Motor Car	17.00
b) For purchase of Motor cycle/Scooter	13.50
c) For purchase of Bi-Cycle	11.00
<u>OTHER PERSONAL LOANS</u>	
a) For purchase of computer	12.00
b) Others	12.00

2. The penal interest on all overdue installments of principal and interest shall be 2.75% more than the normal rate of interest per annum.

(By Order of the Board)

G.Gnanaselvam,  
Secretary.

To

All Chief Engineers

The Chief Financial Controllers/Accounts Branch.

All Superintending Engineer

The Chief Internal Audit Office/Board Office Audit Branch

The Residential Audit Officer/T.N.E.B/Chennai -2.

Copy to

All Branches

All Officers in Board Office Secretariat Branch

'A16'/B.O.S.B.

'A16' Section/B.O.S.B.- With reference to its Memo.No.25700/A10/A101/2000-6, dated 2.5.2000

The personal Assistant/Tamil Development(2copies) - For publication in TNEB Bulletin.

:: TRUE COPY :: FORWARDED :: BY ORDER ::

SECTION OFFICER.

BOARD OFFICE SECRETARIAT BRANCH

9<sup>TH</sup> floor, N.P.K.R.R.Maalgai,

800 Anna Salai, Chennai 600 002.

Letter No.33952/A7/A72/2000-2, Dated 24.6.2000.

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Acquisition,  
Madurai.

Sir,

Sub : Loans and Advances – Thiru. P. Muniyandi, Switch Board Operator –  
Sanction of House Building Advance – Clarification - issued.

Ref: i) Your Lr.No.SE/Acq./Madurai Lr.No.513/2000 Dt.2.5.2000  
ii) Your Lr.No.SE/Acq./Madurai Lr.No.686/2000, Dt.23.5.2000.

With reference to your letters cited, I am to say that the Patta issued by the Revenue Department is the document of title to the property and as such the same may be taken as a valid document to establish the title and rights over the property by the employee. The Government pleader has also opined that the employees has a valid title to the property.

2. Based on the patta issued by the Revenue Department which is the document of title to the property and also the opinion of the Government Pleader, House Building Advance may be sanctioned to the individual subject to fulfillment of all other conditions of sanction.

3. The receipt of this letter may be acknowledged.

Yours faithfully,

Letter No.32796/A7/A72/2000-1, Dated 20.7.2000

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
General Construction Circle,  
Basin Bridge Power House Complex,  
Chennai 600 012.

Sir,

**Sub :** Loans and Advances – House Building Advance – Sanctioned to  
Thiru.T.Murugan, Office Helper - for the purchase of plot and  
construction of house thereon – Non-utilisation of 3<sup>rd</sup> and final  
instalment amount of Rs.94,425/- Instruction for recovery – reg.

**Ref :** Your Lr.No.179/AIM-I/A1/FHBA/2000 dated 29.4.2000.

With reference to your letter cited, I am to clarify as follows: -

- i) Action may be taken to invoke the mortgage to realize the maximum proceeds, that could be fetched on expiry of three months from the date of receipt of the Memo by the employee directing him to remit the principal with interest in full.
- ii) Simultaneously, recovery may be affected at maximum from the pay and allowances of the loanee duly providing for the statutory recoveries.

BOARD OFFICE SECRETARIAT BRANCH,  
9<sup>th</sup> Floor, /Elecy. Avenue,  
N.P.K.R. Ramasamy Maaligai,  
800, Anna Salai, Chennai – 2.

Letter No.52278/A7/A72/2000-1

Dated 02.08.2000.

From

Thiru. G.Gnanaselvam, B.Sc.,

Secretary.

To

The Superintending Engineer,

Trichy Electricity Distribution Circle/North,

Trichirapalli – 20.

Sir,

Sub : Loans and Advances – House Building Advance – Ready

Built House constructed by Tamil Nadu Housing Board /

Ariyalur – Application by Thiru.P.Lakshmanan, C.A. –

Purchase of D' Type twin house – Eligibility of HBA as single  
allotment – Clarification – Issued.

Ref: Your Lr.No.477/Adm.III/A1/F.HBA/RBH/AP.No.3/99/2000 dated 07.07.2000.

With reference to your letter cited, I am to say that House Building Advance may be sanctioned to Thiru.P.Lakshmanan, Commercial Assistant for the purchase of the twin house which has been allotted by the Tamil Nadu Housing Board itself as a single house.



## தமிழ்நாடு மின் வாரியம்

வாரிய செயலகக் கிளை

9ஆவது மாடி, என். பி. கே. ஆர்.  
இராமசாமி மாளிகை,  
800 அண்ணா சாலை,  
சென்னை - 2

கடித எண்: 45417/அ7/அ72/2000 - 2, நாள் 24. 8. 2000

அனுப்புனர்:

திரு. கோ. ஞானசெல்வம், பி. எஸ்.சி.,  
செயலாளர்

அய்யா,

பொருள் : கடன் மற்றும் முன்பணம் - வீடு வாங்கும் முன்பணம் -  
திரு. பி. சிவஞானம், கணக்காய்வாளர், புதன் சந்தை - கட்டிய  
வீட்டை வாங்க வீட்டுக் கடன் பெறுவது - மாதாந்திர  
ஊதியத்தில் பிடித்தம் செய்யும் தவணைத் தொகை மாற்றம்  
செய்து ஆணை பிறப்பித்தது - தொடர்பாக.

- பார்வை : 1. வாரிய ஆணை எண்: 85 (தலைவர்)  
2. தங்களின் குறிப்பாணை நகல் எண்: மே. பா. பொ/ மே. மி. ப.  
வ. / மே/ நிபி3/ உ(3)/ க. வி. மு. ப. க. / 178 / 129 / 2000 - 1  
நாள்: 16.6.2000.  
3. தங்களின் கடித எண்: 29419/224/நிபி3 (உ.3)  
க.வி.மு.ப./178/2000, நாள்: 2.8.2000.

-----

பார்வை 1 - ல் சுட்டிக்காட்டப்பட்டுள்ள வாரிய ஆணையில் வீடு கட்ட  
மற்றும் வாங்க வாரியத்திடம் பெறப்படும் கடன் முன்பணத்திற்கான மாதாந்திரப்  
பிடித்தத் தொகை 40 ரூ -லிருந்து 50 ரூ ஆக உயர்த்தப்பட்டுள்ளது. அவ்வாணையை  
வேண்டுகோளின் அடிப்படையில் மாதாந்திரத் தவணை பிடித்தத் தொகையை மாற்றி  
பிடித்தம் செய்யுமாறு மேற்பார்வைப் பொறியாளர் அறிவுறுத்தப்படுகிறார்.

TAMIL NADU ELECTRICITY BOARD

ABSTRACT

LOANS AND ADVANCES – House Building Advance – Enhancement of ceiling on HBA from Rs.4.00 lakhs to Rs.6.00 lakhs – Orders – Issued.

SECRETARIAT BRANCH

(Per.)B.P. (FB) No.68

Dated the 28<sup>th</sup> August 2000,

Aavani 12<sup>th</sup>, Vikrama

Thiruvalluvar Aandu 2031.

Read:

(i) (Per.)B.P. (Ch.) No.85(SB) dt 7.4.1995

(ii) G.O.Ms.No.232, Housing & Urban Development (HBAI) Department dt.2.6.2000.

PROCEEDINGS:

According to B.P first cited, the Board employees are granted House Building advance not exceeding 75 months pay including officiating pay (except officiating pay drawn in a leave vacancy), Dearness Allowance and Personal pay wherever admissible subject to a maximum of:

(i) Rs.4,00,000/-(Rupees four lakhs only) partly for purchase of land and partly for construction of a house thereon or for construction of a house or for purchase of Ready Built House/Flat

And

(ii) Rs.2,00,000/-(Rupees two lakhs only) for enlargement/improvement of existing living accommodation (within the overall ceiling of Rupees four lakhs).

Subject to the above ceiling, the advance in each case will be restricted to such amount which together with interest thereon will not exceed the amount that will be recoverable from the salary of the Board employee at the rate of 50% of pay +D.A and Death-Cum-Retirement Gratuity, which he/she can surrender towards the repayment of the advance as per the rules.

2. Based on the representations from various Government employees Associations to raise the ceiling on House Building Advance from Rs.4.00 lakhs to Rs.7.50 lakhs and taking into account the spiraling land cost, steep rise in the cost of building materials, construction cost and rise in the pay of the Government servants, the Government of Tamil Nadu have enhanced the existing ceiling on House Building Advance subject to all other conditions/orders in force for sanction of House Building Advance.

3. Enhancing the ceiling on grant of House Building Advance to the employees of the Board based on the orders of the Government has been considered carefully. The Tamil Nadu Electricity Board directs that the ceiling on House Building Advance to the Board employees shall be enhanced as follows subject to all other conditions/orders in force for sanction of House Building Advance:-

- (i) Partly for purchase of land and partly for construction of a house thereon, or for construction of a house or for purchase of Ready Built House/Flat from Rs.4,00,000/- to Rs.6,00,000/- (Rupees six lakhs only)
- (ii) For enlargement/improvement of existing living accommodation from Rs.2,00,000/- to Rs.3,00,000/- (Rupees three lakhs only) subject to the overall ceiling limit of Rs.6,00,000/-.

**4. It is further ordered that:-**

- (i) Those Board employees who have availed House Building Advance for construction/ purchase of house/flat as per the old rate but not availed advance for enlargement/ improvement may be sanctioned the above loans subject to the ceiling of Rs.3.00 lakhs for the above category and subject to the overall ceiling of Rs.6.00 lakhs.
- (ii) Those who have been sanctioned House Building Advance at the old rate but not yet drawn any installment of the advance may also be sanctioned loan as per the new ceiling either for construction/purchase of house/flat or for enlargement/improvement if eligible, by issuing an amendment to the order already issued.
- (iii) All pending application for sanction of House Building Advance, which have not yet been sanctioned for want of funds may be sanctioned as per the new ceiling limit now come into force.

The above orders shall take effect from 1.4.2000.

5. Necessary amendments to Board's House Building Advance Rules will be issued separately.

**(BY ORDER OF THE BOARD)**

**G.Gnanaselvam,  
Secretary.**

# TAMIL NADU ELECTRICITY BOARD

## ABSTRACT

LOANS AND ADVANCES – House Building Advance – Settlement of outstanding HBA with interest in one Lumpsum – Clarifications issued by Government – Adoption to Board – Orders – Issued.

-----

## SECRETARIAT BRANCH

(Per) B.P. (Ch) No. 199 (SB)

Dated the 29<sup>th</sup> August 2000

Aavani 13<sup>th</sup>, Vikrama

Thiruvalluvar Aandu 2031.

Read:

From Secretary to Government, Housing and Urban Development  
Development Department, Lr.(Ms)N0.274/HBA/1/2000-1, dated 5.7.2000.

.....

## PROCEEDINGS.

In the reference cited, the Government have issued orders for permitting the loanee employees who are willing to remit the out standing balance of House Building Advance along with interest in one Lumpsum, in advance, so as to sell or pledge the house for genuine reasons. The Government have also indicated the procedure to be adopted for pre-closure of House Building Advance and release of documents.

2. As the Tamil Nadu Electricity Board is following the Government in the matters of House Building Advance, after careful consideration, it has been decided to adopt the orders of Government in this regard. Accordingly, the willing loanee employees of the Board are permitted to preclose the loan by remitting the outstanding balance of House Building Advance along with interest in one lumpsum in advance so as to sell or pledge the house for genuine reasons.

3. The following procedure shall be adopted for pre-closure of House Building Advance and release of the documents:-

- i) On receipt of the application for preclosure of the outstanding House Building Advance with interest in one lumpsum, the competent Authority should inform the applicant about the outstanding principal and interest amount duly arrived at as per the interest calculating method.
- ii) In respect of those employees governed by the Tamil Nadu Electricity Board Conduct Regulations the loanee shall then apply for permission under the Conduct Regulations to raise the source of funds so calculated along with the permission for preclosure.

iii) The Competent Authority shall then consider and accord permission to preclosure of the House Building Advance subject to the following conditions:-

- a) The application will not be eligible for any kind of House Building Advance again in future.
- b) The applicant shall give an undertaking to the effect that he/she will pay the outstanding dues along with interest if any found at a later date in respect of the House Building Advance drawn by him/her in one lumpsum.
- iv) The concerned Authorities shall then send necessary proposals along with relevant copies of permission letter, Interest calculation statement, payment details etc., to the sanctioning authority for the release of mortgage deed and sale deed.
- v) The sanctioning authority after due verification of the settlement details shall release the mortgage deed and sale deed to the individual as per House Building Advance rule 8(d).
- vi) After clearing the House Building Advance dues (Principal and interest) and reconveyance of mortgage deed and sale deed, if the individual wants to dispose off the house, separate permission under Conduct Regulations should be obtained by the loanees to sell the house.

4. Receipt of the B.P. shall be acknowledged.

(BY ORDER OF THE CHAIRMAN)

**G.Gnanaselvam,**  
**Secretary.**

BOARD OFFICE SECRETARIAT BRANCH

9th Floor. / Elecy. Avenue,

N.P.K.R.R. Maaligai,

800, Anna Salai, Chennai-2.

Letter No.68180/A7/A72/2000-1. Dated:20.9.2000.

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Generation Circle,  
Tirunelveli-11.

Sir,

Sub : Loans and Advances – House Building Advance – Enlargement of  
existing house owned by the spouse of Thiru.T.Bharathan,  
Valve House Attendant – Spouse expired prior to sanction – Eligibility –  
Clarification – Issued.

Ref : Your Lr.No.2058/Adm.I/A4/F.HBA/2000, dated 23.8.2000.

With reference to your Letter cited, I am to say that according to the orders issued in B.PMs.No.252 (SB) dt.21.5.1982. House Building Advance shall be sanctioned to an employee of the Board for constructing a house on the land owned by his/her spouse and for enlarging the living accommodation of the houses owned by his/her spouse, if he/she and his/her spouse executes a joint undertaking, a joint agreement and a joint mortgage deed at appropriate stages of the grant of advance.

2. In the instant case, it has been reported that the spouse of the employee expired before sanction of House Building Advance. When there is no possibility to legally bind the owner of the house viz., wife of the employee for the loan from the Board and when the employee has no existing right or title over the house, sanction of House Building Advance is not possible in this case.

TAMIL NADU ELECTRICITY BOARD

SECRETARIAT BRANCH

(Per.) Memorandum No. 17785/A7/A72/2000-9, dated 29<sup>th</sup> September, 2000.

Sub : Loans and Advances – House Building Advance – Transfer of  
Board Employees who availed House Building Advance –  
Procedure to be followed – Instruction – Reiterated.

Ref : (i) B.P.Ms.No.445 (SB) dated 23.8.1982.  
(ii) Memo. No.64497 /E2/89-1, dated 8.3.1990.

In the Board's proceedings cited, orders were issued in regard to the procedure to be followed while sanctioning of House Building Advance to the employees of the Board who are transferred from one circle/Head office to another circle/Head office. Among other things, against item V in para 3 of the said B.P., it has been directed that the concerned file should be transferred along with the employee wherever he is transferred and the concerned Sanctioning Authority of the circle/Head of office where the loanee Board employee is working should take action for calculation, recovery of principal and interest amount, release of mortgage deed sale deed, reimbursement of registration fee, Stamp duty etc. Further in the Memorandum cited it has also been instructed that the original House Building Advance file along with all the documents such as mortgage deed, title deeds etc, shall be transferred as and when a loanee employee is transferred from one office to another. The sanctioning authorities were requested to ensure that the original documents concerned shall be transferred by special messenger/by Registered Post with Acknowledgement Due or by Insured Post, in order to avoid loss of documents in transit.

2. Now a case has been brought to the notice of the Board for condonation of delay in renewing the insurance by an officer who has not at all renewed the insurance policy in respect of the house constructed out of House Building Advance for more than 15 years. It is seen that the officer had been working in different circles but his House Building Advance file had not been transferred then and there on his transfer as per orders referred to in para 1 above. Due to non-transfer of file, non-renewal of insurance cover by the said officer had gone un-noticed.

3. All the sanctioning authorities of House Building Advance are therefore directed to ensure that the orders/instructions mentioned in para 1 above in regard to transfer of House Building Advance file on transfer of the loanee employee shall be followed scrupulously. It is also ordered that the House Building Advance file of the officers on their promotion as Superintending Engineers, should be sent to the concerned Chief Engineers for further maintenance so as to avoid complications at the time of retirement of the Superintending Engineers. Any violation in this regard will attract disciplinary action.

4. Receipt of the Memo shall be acknowledged.

**G. Gnanaselvam,**  
Secretary.

BOARD OFFICE SECRETARIAT BRANCH

9<sup>th</sup> Floor / Elec. Avenue,

N.P.K.R. Ramasamy Maaligai, (2

800, Anna Salai, Chennai -2

Letter No.78909/A7/A72/2000-1.

Dated: 16.10.2000.

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Kadamparai Generation Circle,  
Minparai – 642 116,  
Coimbatore District.

Sir,

Sub : Loans and Advances – House Building Advance --

Permission to effect the outstanding balance due from the  
spouse – Clarification -Issued.

Ref : Your Lr.No.5258/Adm.III/A1/F. HBA/2000, dated 22.9.2000.

.....

I am to say that as per orders issued in Board's Memo.No.23582-E2/86-35 (SB) dated 11.6.1989, the sanctioning authorities should specify in the formal orders, the amount of loan fixed with reference to the repaying capacity of each of the spouse separately. The amount of the recovery shall also be so fixed that it may be easy at a later date to adjust the particular amount of outstanding advance sanctioned with reference to the eligibility of the loanee.

2. Following the instructions indicated in Para 1 above, I am to say that Tmt. H. Rajalakshmi, Assistant, the loanee who has opted for Voluntary Retirement may be requested to settle/ adjust against Death-Cum-Retirement Gratuity, her portion of loan outstanding with interest there on and the spouse of the loanee who continue to be in Board's service may be allowed to repay his portion in installments as per rates fixed at the time of sanction.



9<sup>th</sup> Floor / Elecy. Avenue,  
N.P.K.R. Ramasamy Maaligai,  
800, Anna Salai, Chennai-2.

Letter No.77049/A7/A72/2000-1.

Dated: 17.10.2000.

From

Thiru.G.Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Generation Circle,  
949/E.V.N. Road,  
Erode – 638 009.

Sir,

Sub : Loans and Advances – House Building Advance sanctioned  
and paid to Thiru. R. Raju, Selection Grade Junior Assistant – Sale  
deed, Mortgage Deed and Insurance policy not produced – D.P. initiated -  
further course of action - clarification – Issued.

Ref : Your Lr. No.36919-1/Adm-II/A2/RBH/286-5/2000  
dated 19.9.2000.

With reference to your letter cited, I am to say that the following course of action may be taken for realisation of Board's money:-

- i) The loanee and the surety may be directed to settle the entire amount due with interest within a period of one month from the date of the said direction.
- ii) If they fail to repay the loan within the said period, original action may be taken against the loanee by lodging a case against the loanee employee.
- iii) While taking action as mentioned, above, recovery of advance at the maximum rate should be made from both the loanee and surety.

வாரிய செயலக கிளை  
9வது மாடி, என். பி. கே. ஆர்  
இராமசாமி மாளிகை,  
800, அண்ணா சாலை,  
சென்னை - 2.

வாரிய செயலகக் கிளை

குறிப்பாணை எண் : 68190/அ7/அ72/2000-1, நாள் : 21.10.2000.

பொருள் : கடன் மற்றும் முன்பணம் - வீட்டுக் கடன் முன்  
பணம் - தயார் நிலை வீடு வாங்க - திரு. ஜி. சேதுராமன்,  
கணக்கு உதவியாளர், வருவாய் பிரிவு - முன்பணம்  
அளிக்கப்பட்டது - வீட்டுக் கடன் முறையாக  
உபயோகிக்காமல் வாரியக்கடன் முன் பணத்தினை  
முறைகேடாக பயன்படுத்தியது - விளக்கம் அளித்தல் -  
சம்பந்தமாக.

பார்வை : மேற்பார்வை பொறியாளர் / இராமநாதபுரம் மின் பகிர்மானம்  
வட்டம் அவர்களின் கடித எண் : 16602/நிஅ/நிபி3/உதவி2/2000  
நாள் : 24.8.2000.

பார்வையில் காணும் கடிதத்தின்பால் மேற்பார்வை பொறியாளர் / இராமநாதபுரம்  
மின் பகிர்மான வட்டம் அவர்களின் கவனம் ஈர்க்கப்படுகிறது. திரு. ஜி. சேதுராமன்,  
கணக்கு உதவியாளர், வருவாய் பிரிவு, தயார் நிலை வீடு வாங்க ரூ. 2,50,000/- வீட்டுக்  
கடன் முன்பணமாக வாங்கியுள்ளார். வீடு வாங்கியதற்கான உரிய ஆவணங்களை  
சமர்ப்பிக்காமல், உரிய விடுப்பு விண்ணப்பமும் இன்றி (தகவலின்றி) விடுப்பில்  
உள்ளார். மேற்படி முறை கேடான செயல்களுக்காக பார்வையில் காணும் கடிதத்தில்  
குறிப்பிட்டுள்ளபடி திரு. ஜி. சேதுராமன் மீது தனித்தனியாக உரிய ஒழுங்குநடிவடிக்கை  
மேற்கொள்ளும்படியும் மற்றும் குற்றவியல் வழக்கு தொடரும்படியும் மேற்பார்வை  
பொறியாளர் அறிவுறுத்தப்படுகிறார். இதன் அடிப்படையில் அவர் மீது  
மேற்கொள்ளப்படும் நடவடிக்கைகள் குறித்து உடனுக்குடன் வாரிய செயலகப்  
பிரிவுக்கு அறிக்கை அனுப்பி வைக்குமாறும் பணிக்கப்படுகிறது.

(வாரியத் தலைவரின் ஆணைப்படி)

கோ. ஞானசெல்வம்

செயலாளர்.

Letter No. 83570/A7/A72/2002-1, dated 21.10.2000.

From

Selvi.S. SETHU SARASWATHIBAI, B.A.

Deputy Secretary / Administration

To

The Superintending Engineer,  
Dindigul Electricity Distribution Circle,  
Dindigul – 2.

Sir,

Sub : Loans and Advances – House Building Advance –  
Sanctioned to Thiru R. Balakrishnan, Commercial  
Assistant for construction of new house – Re-imbursement  
of Stamp Duty and Registration fees – Time barren  
claim – Clarification – Issued

Ref : i) Memorandum (Per.) No.23887/82/87-4, (SB)  
dated 9.8.1988.

ii) Your Letter No.41739/1563/Adm.III/A1/  
HBA. D k t. No.811, dated 5.10.2000.

I am to invite your attention to the reference first cited wherein clear orders have been issued regarding time limit for preferring claim towards Reimbursement of Stamp Duty and registration fees. In the case reported by you, even though the loanee has executed the mortgage deed on 14.1.2000, he has preferred the claim only on 17.5.2002 (i.e) after a lapse of four months from the date of registration of mortgage deed. Hence the presumption expressed by you in Para 8 of letter second cited is not correct. The case may therefore be decided as per orders contained in Board's memorandum dated 9.8.1988.

Yours faithfully,

BOARD OFFICE SECRETARIAT BRANCH

9<sup>th</sup> Floor, / Elecy Avenue,

N.P.K.R. Ramasamy Maaligai,

800, Anna Salai, Chennai – 2.

Letter No. 64521/A7/A72/2000-4,

Dated : 23.11.2000.

From

Thiru. G. Gnanaselvam, B.Sc.,  
Secretary.

To

The Superintending Engineer,  
Chennai Elecy, Distn. Circle/Central,  
Chennai – 600 034.

Sir,

Sub : Loans and Advance – House Building Advance  
for improvement to Thiru. S. Mohanasundaram, I.A/  
Muthialpet section – Clarification – Issued.

Ref : i) Your Lr.No.659/21/Adm.I/A3/F.Fund/2002-2  
dated 8.8.2000.

ii) Your Lr. No.1778/46/Adm.I/A3/F.Imp/2000-2  
dated 28.10.2000.

With reference to your letter cited, I am to say that Assistant Executive Engineer's inspection report recommends dismantling of existing building above the initial level and reconstruction of the building along with other repair works, and these works are not permissible for sanction of advance for improvement. Hence sanction of House Building Advance to Thiru. S. Mohanasundaram, Inspector of Assessment for improvement purpose is not admissible.

Yours faithfully,

தமிழ்நாடு மின்சார வாரியம்  
மதுரை மின்சார வாரியம்  
தமிழ்நாடு மின்சார வாரியம்

வாரிய செயலகக் கிளை,  
9வது மாடி, என்.பி.கே.ஆர்.  
இராமாசாமி மாளிகை,  
800, அண்ணா சாலை,  
சென்னை - 2.

கடித எண் : 95675/அ7/அ72/2000-1, நாள் : 11.12.2000.

அனுப்புனர் :

திரு. கோ. ஞானசெல்வம், பி. எஸ்ஸி,  
செயலர்.

பெறுநர் :

மேற்பார்வை பொறியாளர்,  
தர்மபுரி மின் பகிர்மான வட்டம்,  
தர்மபுரி.

அய்யா,

பொருள் : கடன் மற்றும் முன்பணம் - பணியாளரின் வைப்பு  
நிதித் தொகையிலிருந்து வைப்பு நிதி கடன் வழங்கிட -  
வீட்டிற்கு எடுத்துச் செல்லும் சம்பள விகிதம் -  
தெளிவுரை கோருதல் - சம்பந்தமாக.

பார்வை : 1) வாரிய குறிப்பாணை எண் : 62793/அ7/அ72/  
95-8, நாள் : 8.12.1999.

2) தங்களின் கடித எண் : 732/நிபி.3/உ4/  
கோ.வைநி / 2000 நாள் : 9.11.2000.

பார்வை (1) -ல் சுட்டிக்காட்டப்பட்டுள்ள வாரியக் குறிப்பாணை, பத்தி 1-ல்  
கீழ்க்காணும் இனங்களுக்கு வாரிய முன்பணக் கடன் வழங்குகையில் வாரிய  
அலுவலர்களின் ஊதியத்தில் கையில் கொண்டு செல்ல வேண்டிய மாத ஊதியம் உறுதி  
செய்வது பற்றிய நிபந்தனையைக் கடைபிடிக்கத் தேவையில்லை எனத்  
தெரிவிக்கப்பட்டுள்ளது.

- 1) வீடு கட்ட முன்பணம்
- 2) கல்விக்கடன்
- 3) பண்டிகை முன்பணம்
- 4) தொழில் நுட்பக் கல்விக்கடன்

2. மேற்காணும் நான்கு முன்பணக் கடன் தவிர மற்ற முன்பணம்/ கடன் வழங்கும்போது, கடன் பெறும் அலுவலர் கூட்டுறவு சங்க உறுப்பினராக இருந்தால் அவரது மாதாந்திர ஊதியத்தில் பிடித்தம் 75 விழுக்காட்டிற்கும் (75%), கூட்டுறவு சங்க உறுப்பினரல்லாதவருக்கு பிடித்தம் 50 விழுக்காட்டிற்கும் (50%) மிகைப்படக் கூடாது எனவும் தெளிவுறுத்தப்பட்டுள்ளது. மேற்படி தெளிவுரை வருங்கால வைப்பு நிதியில் இருந்து தற்காலிக முன்பணம் கோரும் அலுவலர்களுக்கும் பொருந்தும் என்பதனை தெரிவித்துக் கொள்கிறேன்.

3. இக்கடிதம் பெற்றுக் கொண்டமைக்கான ஒப்புக்கையை இவ்வலுவலகத்திற்கு அனுப்பி வைக்குமாறு கேட்டுக் கொள்கிறேன்.

தங்கள் உண்மையுள்ள

# INDEX

<b>Amount of Advance</b>	<b>Page Nos.</b>
Enhancement of Ceiling on Advance amount ...	49, 98, 57
Dispensing of Additional Advance ...	39
Sanction of Advance for Construction/Enlargement/Plot cum Construction Stages at which instalments are to be released ...	24, 32, 79
Reasons for sanction of Additional Advance ...	54
<b>Eligibility for House Building Advance</b>	
Sanction of Advance for Enlargement/Improvement of existing living accommodation. ...	13, 60, 69
Counting of service rendered as Helper (Trainee) and Office Helper (Trainee) for sanction of House Building Advance, Conveyance Advance etc. ...	68, 82
Eligible service for Sanction of House Building Advance ...	74
<b>Maintenance of Recovery Registers</b>	
Format of House building Advance recovery register prescribed ...	16
Loans and Advances-House Building Advance Longterm advance to Tamil Nadu Electricity Board Employees. ...	22
<b>Disposal of house</b>	
Amendment to rules to regulate grant of advance (Rule 13) ...	72
<b>Advance for Ready Built House/Flats</b>	
Producing of sale deed-Procedure to be followed-Instructions- Modification orders. ...	18, 21, 27, 53
Purchase of flat from private parties Registration of agreements between employees of Board and flat promoters ...	51
House Building Advance from Tamil Nadu Housing Board-Execution of sale deed no objection certificate ...	85
<b>Special Family Benefit Fund Scheme</b>	
House Building Advance-Recovery of subscription ...	1, 15, 17
House Building Advance-Adjustment in respect of combined advance ...	23
House Building Advance-Loanee employees who die while in service and the amount adjusted under House Building Advance ...	44
Extension of scheme-Orders of Government ...	66
Extension of scheme to Employees of Coimbatore Corporation Electrical Undertaking ...	86
Permission to effect the outstanding balance due from the spouse ...	105

Enlargement of existing house owned by spouse-spouse expired prior to sanction	101
<b>Interest</b>	
Rate of Interest for the year	11
1991-92	28, 29
1992-93	35
1993-94	42
1994-95	58
1995-96	70
1996-97	77
1997-98	88
1998-99	95
1999-2000	
<b>Submission of Completion Report</b>	
Delay in submission of Completion report by the loanee	12
<b>Inspection</b>	
Inspection of Construction of building	37, 52
Purchase of Ready built house/Flat from private parties	75
Sanction of House Building Advance for carrying out improvement works in the existing house	80
<b>Insurance</b>	
Avoidance of delay-Instructions	59, 60, 92
<b>Mortgage</b>	
Excess sanction-Excess amount reimbursed towards stamp duty and Registration fee	10
Reimbursement of stamp duty percentage increased	20
Reimbursement of stamp duty and Registration fee incurred outside the state of Tamil Nadu	78
Discharging of Mortgage deed and execution of acknowledgement	55
Acceptance of plot/Flat from close relatives	19, 30, 38, 81
<b>Ensurance of Carryhome salary</b>	
Ensuring of carry home salary-Modified instructions	47, 48, 59
Loans and Advances-Loan from employees GPF account	109
<b>Instruction on Estimates</b>	
Allowing supervision and contingencies changes in estimates	9, 31
Insistance of certificate from AEE/C	6
Loans and Advance-Allotment of funds towards differential amount due to revision of estimates-Instructions	56
Inclusion of cost of Electrical Motor	76



**Issue of Accounts slip**

Loans and advances-House Building Advance-Issue of annual accounts slip to TNEB Employees	...	46
---	-----	----

**House Building Advance to Electrical Undertakings**

Sanction of advance to employees of Electrical undertakings-Obtaining of Rectification deed	...	63
---	-----	----

**Obtaining of permission**

Grant of permission to workmen covered by Board's standing orders	...	65
Permission requested to purchase a flat through LIC	...	84
Raising of private loan	...	41
Recovery of House Building advance from Board employees who are employed abroad	...	34

**Instructions on Documents**

Loans and Advances-House Building Advance Plan approval by Village Panchayat president orders issued.	...	83
Loans and Advances-Signing of deeds and documents by Departmental officers and loanee employee	...	91
Valid document for sanction of HBA	...	97
Purchase of twin house-Eligibility of HBA as single allotment	...	99

**Preclosure of House Building Advance**

Settlement of House Building Advance with interest in one lump sum	...	103
--	-----	-----

**Action to be taken for non-production of deeds**

Non-submission of sale deed, Mortgage deed and insurance policy - Action to be taken	...	108
--	-----	-----

**Misuse of Board's loan**

Misuse of Board's loan - Action to be taken	...	109
---	-----	-----

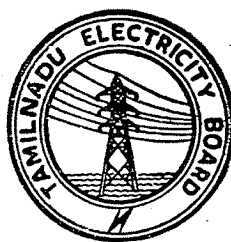
Non-utilisation of 3rd and final instalment amount-Instruction for recovery	...	98
---	-----	----

Calculation of Death cum Retirement Gratuity for arriving quantum of HBA	...	8
--	-----	---

**Purchase of Ready Built Flat from Tamil Nadu Housing Board**

Ready Built House from Tamil Nadu Housing Board-Difference in cost between sanctioned amount and cost of flat	...	3
---	-----	---

Transfer of Board employees who availed HBA-Procedure to be followed	...	106
--	-----	-----



# **TAMIL NADU ELECTRICITY BOARD**

## **RULES TO REGULATE THE GRANT OF ADVANCES TO T.N.E.B. EMPLOYEES FOR BUILDING, ETC, OF HOUSES**

(Corrected upto 31st October 1986:)

**1986**

## RULES TO REGULATE THE GRANT OF ADVANCES TO TAMIL NADU ELECTRICITY BOARD EMPLOYEES FOR BUILDING ETC. OF HOUSES

**1. Eligibility :** House Building Advance may be sanctioned to the Tamil Nadu Electricity Board Employees, whether permanent or non-permanent, if they have rendered on the date of application for the advance 6 (six) years continuous regular service.

**Note:** (i) These rules will not apply to the employees in service who have not come over or opted to come over to the revised scales of pay sanctioned in B.P. Ms. No. 2794, dated 28-12-1961 B.P.Ms. No. 135, dated 17-1-1962 and B.P. Ms. No. 370, dated 8-2-1962.

(ii) In cases where both the husband and the wife happen to be Tamil Nadu Electricity Board Employees and eligible for the grant of advance, a combined House Building Advance, based on their combined repaying capacity, may be sanctioned to them if they apply for it for the purchase of a single plot and construction of a house thereon/for the construction of a single house by them on the plot already owned by either of them/for the purchase of a single house by them/for the completion of construction of their house, for enlargement of living accommodation in the existing house owned by them. The combined House Building Advance shall be drawn and disbursed to either the husband or the wife and it shall be recovered from him/her as per the "Joint option and undertaking" which is executed by the husband and his wife at the time of their application for a combined House Building Advance. The quantum of the combined advance shall, however, be restricted to the maximum ceiling on the amount of advance fixed in these Rules. The detailed procedure to be followed for the sanction of a combined House Building Advance shall be as laid down in the B.P. Ms. No. 575 (Secretariat) dt. 23-10-81 and subsequent orders, if any, in the matter."

(iii) House Building Advance will not be sanctioned to an employee under the following circumstances:—

(i) Where a disciplinary proceedings is pending against him for charges of corruption, misappropriation of money or stores, misconduct involving moral turpitude or grave neglect of duty.

(ii) Where a vigilancé enquiry is pending against him into allegations of corruption, misappropriation of money or stores, misconduct involving moral turpitude or grave neglect of duty.

(iii) Where a criminal proceeding is pending in the Court.

(iv) Where he is under suspension.

B.P.Ms.  
(Ch.)  
No. 461,  
dated  
12-12-'83

**2. Conditions to be Fulfilled :** An applicant for the grant of an advance must satisfy the following conditions:—

(a) He must not have availed himself of any loan or advance for acquisition of a house in the past from the Board (State Housing Scheme or Low-Income Group Housing Scheme of the Government of India) :

Provided, however, that where the loan or advance, etc. already availed of does not exceed the amount admissible under these rules, it would be open to the Tamil Nadu Electricity Board employees concerned to apply for an advance under these rules on condition that he under takes to repay the outstanding loan or advance, etc. (together with interest (if any) thereon) forthwith in one lump sum to the Tamil Nadu Electricity Board.

(b) Neither the applicant nor the applicants' wife/husband/minor child shall be the owner of a house.

"Provided that this condition will not be applicable where the application is for the grant of an advance for enlarging living accommodation in an existing house owned by the Board employee concerned. In such cases, the applicant should be the Owner of the house which he/she propose to enlarge. He/She should not own any other house in his/her name or in the names of the spouse and minor children"

B.P.Ms.  
(Ch.)  
No. 156,  
Sectt.  
dated  
13-5-'85

"Provided further that the House Building Advance may be sanctioned by the sanctioning authority after obtaining the prior approval of the Chairman in exceptional circumstances viz :—

- (i) Where the applicant or the applicant's wife/husband/minor child owns a house in a village and applicant desires to settle down in a town."
- (ii) Where an applicant happens to own a house jointly with other relations etc. and he desires to build a separate house for his bonafide residential purposes or he desires to enlarge the living accommodation of it.

(c) The Vendor of the ready built house/flat/plot which the applicant proposes to purchase should not be a "close relative" to him.

**Note :** "The term 'close relative' in relation to the applicant will mean his wife or her husband".

(d) The floor area of the House to be constructed or purchased must not be less than 22 Sq. metres or 237 Sq. ft.

" Provided that this condition will not be applicable where the application is for the grant of an advance for the purchase of a ready built tenement from the Tamil Nadu Slum Clearance Board and houses/flats from the Tamil Nadu Housing Board".

### 3. Purposes for which advances may be granted :

An advance may be granted for :

(a) Constructing a new house (including acquisition of the suitable plot of land for the purpose), either at the place of duty or at the place where the Tamil Nadu Electricity Board employee proposes to settle after retirement. Applications for advance for purchasing a ready built house other than one built and allotted by the State Housing Board or by any of the Local Bodies or Co-Operative Housing Building Societies on hire purchase basis or for purchasing newly built flats from the Tamil Nadu Housing Board/Private parties on an outright purchase basis may also be considered.

Provided that in the case of purchase of ready built house, the Sanctioning Authority shall satisfy himself in consultation with a qualified Civil Engineer not below the rank of an Executive Engineer, as to the class and normal useful age of the house as specified in Columns (1) and (2) of the Table below and that the maximum age of the house does not exceed the number of years specified in Column (3) thereof.

Class of House (1)	Normal useful age of the house (2)	Maximum age of the house at the time of granting loan (3)	Period of repayment	
			Advance (4)	Interest (5)
Class I	100 Years	30 Years	15 Years	5 Years
Class II	66 Years	15 Years	15 Years	5 Years
Class III	20 Years	5 Years	11½ Years	3½ Years
Class IV	15 Years	3 Years	9 Years	3 Years

(b) Enlarging/improving the living accommodation in an existing house owned by the Board employee concerned for two times.

**Note :** (i) The advance may be sanctioned also in cases where the employees of the Board after applying for the advance, but before its sanction by the Board raise private loan purely as temporary and urgent measure to repay the loan with the house building advance which will be sanctioned to them in their due turn and purchase the plot/purchase the plot and proceed with the construction of a house thereon/proceed with the construction of the house on the plot already owned by them/complete the construction of their house/enlarge the living accommodation in the existing house owned by them/purchase a ready built house. The sanction of the advance in such cases shall,

however, be subject to the condition that the employee concerned gives a specific undertaking that he shall repay the private loan raised by him immediately after drawing the advance upto the extent of his eligibility; and that he shall execute the necessary mortgage deed as per these rules. The advance will be sanctioned to the employees of the Board subject to the condition that prior permission had been obtained by the individual as laid down in the Tamil Nadu Electricity Board Employees Conduct Regulations. The authority sanctioning the advance and disbursing it, should ensure before disbursement that it will be possible for the Board's employee concerned to mortgage the property free from encumbrance as per these Rules.

(ii) The advance may be sanctioned also to the employees of the Board who apply for it after having commenced construction in the plots over which they have clear title; and the amount of advance in such cases shall be restricted to the estimated value of the balance of work still to be done at the time of application, subject to eligibility.

(c) For constructing residential flats by registered societies registered under the Tamil Nadu Co-operative Housing Societies Registration Act, 1960, or Tamil Nadu Societies Registration Act, 1975, consisting of employees of Tamil Nadu Electricity Board'.

**Note:** Each Scheme shall come to the Chairman of the Board for approval.

(d) Applications for the purchase of ready built house/flat should be accompanied by planning permission from the Madras Metropolitan Development Authority/approved licence of local body." (not only mere assessment).

**4. Amount of Advance:** (a) Not more than one advance shall be sanctioned under these rules to a Tamil Nadu Electricity Board employee during his entire service:

Provided that, where the construction of house for which, an advance was granted under rule 3(a) could not be completed due to increase in cost of materials and labour and the Board employee concerned requires financial assistance from the Board to complete the construction work, one additional advance to complete construction of the house may be sanctioned subject to the following conditions:—

- (i) that the sum total of the first advance and the additional advance does not exceed the maximum amount of advance admissible to him at the time of the grant of additional advance;
- (ii) that a period of three years has not elapsed from the date of drawal of the first instalment of the first advance intended for construction;
- (iii) that the additional advance shall be utilised only for completing the construction of the house as per the plan approved originally, on the basis of which the first advance was sanctioned.
- (iv) the rate of interest chargeable on the additional advance will be the rate prevailing at the time of drawal of the additional advance. The additional advance will be drawn in one instalment and
- (v) the mode of recovery viz., commencement of instalment, and recovery, number of instalments in which the entire amount to be recovered, the amount of instalments, etc. will be distinct from those fixed for the original advance, and shall be indicated in the relevant order sanctioning the additional advance.

Provided further that where the accommodation available in a house constructed or purchased by a Board employee partly or wholly out of the advance sanctioned under the rules is found insufficient at a later date for his bonafide personal requirements, an advance may be sanctioned for enlarging/improving the living accommodation in that house subject to the condition that the sum total of the first main advance (including the additional advance to complete the construction of the house, if sanctioned) and the advance for enlargement/improvement of the living accommodation does not exceed the ceiling limit on the amount of advance.

“Provided further that, where the enlargement/improvement of living accommodation for which an advance was granted under Rule 3(b) could not be completed due to the increase in cost of materials and labour, and the Board employee concerned requires financial assistance from the Board to complete

the enlargement work, one additional advance to complete the enlargement/improvement of living accommodation in the house may be sanctioned subject to the following conditions :—

- (i) "that the sum total of the first main advance, the additional advance to complete the construction of the house, the advance for enlargement/improvement of living accommodation in the house, and the additional advance for completing the enlargement/improvement of living accommodation in the house does not exceed the maximum ceiling limit on the amount of advance.
- (ii) that the period of three years has not lapsed from the date of drawal of the first instalment of the advance intended for enlargement/improvement of living accommodation in the house; and
- (iii) that the additional advance shall be utilised only for completing the enlargement/improvement of living accommodation in the house as per the plan approved originally on the basis of which the advance for enlargement/improvement of living accommodation in the house was sanctioned."

I.P.Ms. (Ch.) No. 445 Sectt. dated -12-'84  
 "Provided further that where the enlargement/improvement of the living accommodation constructed out of the advance sanctioned for the enlargement/improvement purposes for the first time is found insufficient at a later date an advance for the second time may also be sanctioned for enlarging/improving the living accommodation in that House subject to the condition that the sum total of the advances so far sanctioned and this advance does not exceed the maximum ceiling limit on the amount of advance."

(b) Applicants may be granted an advance not exceeding 60 months pay including officiating pay (except officiating pay drawn in a leave vacancy), dearness allowance and personal pay and special pay if any drawn by the applicant for Technical qualification where admissible, subject to a maximum of :

- (i) Rs. 1,50,000/- (Rupees one lakh fifty thousands only) partly for the purchase of plot and partly for the construction of a house thereon or for the construction of a house or for the purchase of a ready built house/flat.
- (ii) Rs. 50,000/- (Rupees fifty thousand only) for enlargement of living accommodation in an existing house or for carrying out improvements of a permanent nature and of one time expenditure, subject to the condition that the ceiling mentioned in rule 4(b) (i) of Tamil Nadu Electricity Board House Building Advance Rules, is not exceeded.

I.P.Ms. No. 146 dated 10-3-'82

"Provided that in the case of a combined House Building Advance for husband and wife (where both are employed in Board's service) the quantum of the advance shall not exceed 60 months combined pay of both of them, including officiating pay (except officiating pay drawn in a leave vacancy), combined Dearness Allowance, and combined personal pay, where admissible, subject to the maximum ceiling on the amount of advance fixed in this sub-rule.

Provided further that the advance will be restricted to such amount which together with interest thereon should not exceed the amount that will be recoverable from the salary of the Board's servant during his service period itself at the rate of 1/3 (One-third) of his pay plus Dearness Allowance and Death-cum-Retirement-Gratuity which he can surrender towards repayment of the advance.

The actual amount of advance to be sanctioned will be determined by the Tamil Nadu Electricity Board on the basis of plans and detailed specifications and estimates to be furnished by applicants justifying the amount of advance applied for and shall in no case exceed the estimated cost of construction/purchase within the ceiling prescribed above.

(c) The applications of the employees of the Board for an additional House Building Advance **for payment of the additional amount towards the cost of plot/flat/house allotted** to the applicants by the Housing Board shall be considered irrespective of the number of the advances that they might have been sanctioned already, and the period that might have expired since the first advance sanctioned to them. The advance to be sanctioned in such cases shall be fixed on the basis of the advance to which they may be eligible with reference to their repaying capacity at the time of sanctioning the additional advance less the advance already sanctioned to them and the advance for the purchase of a plot. The total of the advances in a case including the advance proposed to be sanctioned for payment towards the demand of the Tamil Nadu Housing Board for additional cost shall also be subject to the ceiling for House Building Advance laid down in the rules in force. The additional advance sanctioned towards cost of plot/flat/house shall be made payable to the Housing Board directly by the drawing officers to the credit of the applicants towards the cost of plot/flat/house allotted to them by the Tamil Nadu Housing Board.

**5. Disbursement and Security :** (1) Advance required partly for purchase of land and partly for constructing a new house shall be paid as follows :—

(i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing a plot of land, on his executing an agreement in the prescribed form for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the officers of Tamil Nadu Electricity Board concerned duly authorised in this behalf, within two months of the date on which the above amount of 20 per cent is drawn or within such further time as the employees of the Tamil Nadu Electricity Board may be allowed in this behalf, failing which the applicant shall be liable to refund at once the entire amount to Tamil Nadu Electricity Board together with interest thereon. The borrower shall agree to mortgage to the Board the house site together with the house that may be constructed thereon within one month from the date of drawal of the first instalment. The aforesaid procedure shall be followed also in case where the borrower has purchased the house site from the State Housing Board or Co-operative Housing Society on sale cum-mortgage basis notwithstanding the fact that the site has already been mortgaged to the State Housing Board or Co-operative Housing Society as the case may be.

(ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land.

(iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.

(iv) The balance of the sanctioned advance will be payable when the construction of the house has reached roof level provided the Secretary to Board or any other officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewage.

(2) Advance required only for constructing a new house or enlarging living accommodation in an existing house where the enlargement involves foundation work shall be paid as follows :—

(i) An amount equal to 30 per cent of the sanctioned advance will be payable to the applicant subject to the condition that he agrees to mortgage in favour of the Board, within a period of one month from the date of drawal of the above amount, the land purchased by him along with the house to be built thereon. The aforesaid procedure shall be followed also in cases where the borrower has purchased the house site from the State Housing Board or a Co-operative Housing Society on sale-cum-mortgage basis notwithstanding the fact that the site has already been mortgaged to the State Housing Board or the Co-operative Housing Society as the case may be.

(ii) A further amount not exceeding 40 per cent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) The remaining 30 per cent of the sanctioned advance will be payable when the house has reached roof level, provided the Secretary to the Board or any other Officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the house is built, is complete in respect of amenities such as water-supply, street lighting, roads, drainage and sewage.

In cases where advance for enlargement of living accommodation, where the enlargement does not involve foundation work is sanctioned, the advance shall be paid in two equal instalments instead of in three instalments, the second instalment being payable when the enlargement work reaches roof level :

Provided the expansion has been necessitated by an increase in the bonafide personal requirements of the Board employee.

(3) Advances required for purchasing a ready built house or a newly built flat from the Tamil Nadu Housing Board, private parties on outright purchase basis shall be paid as follows :—

(a) The Tamil Nadu Electricity Board may sanction the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed, and the house mortgaged to Tamil Nadu Electricity Board within one month of the drawal of the advance, failing which the advance together with interest thereon shall be refunded to Tamil Nadu Electricity Board forthwith unless an extension of time limit is granted by the Sanctioning Authority.

(b) In addition to their executing the agreement and mortgage referred to in sub-paragraph (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent Tamil Nadu Electricity Board employee or that of the employees of the Board who have completed ten years of continuous service, whether they are in provincial cadre or in Regular Work Charge Establishment to be allowed to stand as Sureties to other employees in the prescribed form (Form No. 8 to be executed on Rs. 4.50 non-judicial stamp paper) before the sanctioned advance or any part thereof is actually disbursed to them.

(i) All applicants who are not permanent Tamil Nadu Electricity Board employees.

(ii) All applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance.

(iii) All applicants who require the advance for the purchase of a ready built house.

**Note:** (i) The liability of the surety will continue till the house built/purchased or a newly built flat purchased from the Tamil Nadu Housing Board/Private parties on outright purchase basis is mortgaged to Tamil Nadu Electricity Board or till the advance together with interest due thereon is repaid to Tamil Nadu Electricity Board whichever happens earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned or breach of any of the other conditions of the grant of the loan shall render the Tamil Nadu Electricity Board employee liable to disciplinary action apart from his being called upon to refund to Tamil Nadu Electricity Board forthwith the entire advance drawn by him.

(iii) The house constructed out of the loans sanctioned under these rules shall normally be occupied by the Tamil Nadu Electricity Board employee to whom the loans have been sanctioned.

(iv) If the house proposed to be purchased with the advance is under the occupation of tenants on rent, the advance will be disbursed to the loanee only on his producing the agreement to the effect that the vendor of the house will convey the (house) property with vacant possession.

(v) The period of producing the sale deed in respect of the developed plot of land referred to in sub-rule 5(1)(i) and 5(3)(a) may be extended by the Sanctioning Authority by reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately, that the extension of time will enable him to acquire the title/lease hold rights and that he has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the date of the drawal of the first instalment of the advance.

4. Advance required for construction of flats by Registered Societies consisting of Board employees shall be paid as follows :—

(i) An amount equal to 30% of the sanctioned advance will be payable to the applicant, after the purchase of plot required for construction and on execution of Mortgage Deed in favour of the Board mortgaging the entire Plot and flat in the multistoreyed building to be built thereon.

(ii) A further amount not exceeding 40% of the sanctioned advance will be payable on completion of 30% of the total construction work.

(iii) The remaining 30% of the sanctioned advance will be payable, on completion of 70% of the total construction work. Provided the Sanctioning Authority for the scheme or any other Officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the flats are built are complete in respect of amenities such as water supply, street lighting, roads, drainage and sewage.

**Note :** For drawal of the second and third instalments of the advance, the applicant should produce a certificate obtained from the Executive Engineer/Civil under Board to the effect that the construction has reached 30% or 70% of the total construction work, as the case may be.

6. **Interest :** Advance granted under these rules shall carry simple interest from the date of advance. The amount of interest being calculated on the balances outstanding on the last day of each month. The rate of interest should be charged at the rate prevalent at the time of drawal of first instalment. The interest for the entire advance has to be calculated by the Superintending Engineer concerned and it should be checked by the Chief Internal Audit Officer/Internal Audit Department in Post Audit.



**7. Construction, Maintenance etc:** (a) The construction of the house or additions to living accommodation in a existing house (as the case may be) shall be:—

(i) Carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior concurrence of the Tamil Nadu Electricity Board. The Tamil Nadu Electricity Board employee shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Tamil Nadu Electricity Board, that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Sanctioning Authority may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates. All the employees of the Board be permitted to produce the certificate of correctness of construction of house from any of the Assistant Executive Engineer (Civil) under the Board to claim instalments of house building advances sanctioned to them.

(ii) Completed within eighteen months of the date on which the first instalment of the advance is paid to the Tamil Nadu Electricity Board employee concerned. Failure to do so will render the Tamil Nadu Electricity Board employees liable to refund the entire amount advanced to him (together with interest thereon calculated as in rule 6 above) in one lumpsum. An extension of the time limit may be allowed upto one year by the sanctioning Authority and for longer period by the Chairman in those cases where the work is delayed due to circumstances beyond his control. The date of completion must be reported to the Sanctioning Authority concerned without delay.

“A separate occupation report indicating the month of occupation of the house, though in an incomplete stage should also be submitted to the sanctioning authority concerned by the Board employee besides the completion report mentioned above. Proposals for the fore closure of house building advance sanctioned to the Board employee and for recovery of the said advance together with interest shall be submitted to the next higher authority to sanctioning authority with full facts of the case for issue of orders.”

B.P.Ms.  
(Ch.)  
No. 156  
dated  
13-5-'85

The time limit of 18 months prescribed under this rule for completion of construction shall be reckoned from the date of payment of second instalment in the cases of advances sanctioned partly for purchase of plot and partly for construction of house thereon.

(b) The house must be maintained in good repair at his own cost by the Tamil Nadu Electricity Board employee concerned. He shall also keep it free from all encumbrances and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to Tamil Nadu Electricity Board in full. The employee shall furnish an annual certificate to this effect to the sanctioning Authority. A separate occupation report also indicating the month of completed stage should also be submitted to the Board by the Board's employee besides the completion report mentioned above.

(c) After the completion of the house annual inspection may be carried out by any authorised officer under instructions from the Sanctioning Authority concerned to ensure that it is maintained in good repair until the advance has been repaid in full. That the annual inspection of the house may not be absolutely essential after the first inspection of the house on its completion. The Tamil Nadu Electricity Board employee concerned shall afford full facility for these inspections to the officers designated for the purpose.

**Note:** Furnishing of false certificates will render Tamil Nadu Electricity Board employee concerned liable to suitable disciplinary action apart from his being called upon to refund to Tamil Nadu Electricity Board forthwith the entire advance drawn by him and interest thereon.

**8. Repayment of the Advance:** (a) The advance granted to a Tamil Nadu Electricity Board employee under these rules, together with the interest thereon shall be repaid in full by monthly instalments within a period not exceeding 20 years. First the recovery of the advance shall be made in not more than 180 monthly instalments and then interest shall be recovered in not more than 60 months instalments. The Board's contribution towards the contributory provident fund interest thereon and Death-cum-Retirement Gratuity in respect of employee under the Liberalised Pension Regulations 1960 shall be adjusted to the extent, necessary towards the loan outstanding at the time of retirement or death of the employees concerned. Before sanctioning the loan, the employee should agree to the incorporation of a suitable clause in the prescribed agreement and Mortgage Deed form to the effect that the Board shall be entitled to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any

specified part of the gratuity that may be sanctioned to him, or if he is governed by the Contributory Provident Fund Scheme from the Employer's share of Contribution to his provident fund.

**Note :** (i) The amount to be recovered monthly shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of rupee shall be recovered.

(ii) Recovery of the advance granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the month following the month of occupation or completion of the 18th month after the date on which the first instalment of advance is paid to the Board's employee, whichever is earlier. In case, if the applicant has occupied the house partly before completion of the house, the recovery should be commenced immediately. In the case of advance taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

Provided that extension of time for the commencement of the recovery of the instalments of the House Building Advance may be granted separately by the Sanctioning Authority for a further maximum period upto one year only according to individual merits in cases where there will be genuine hardship to the loanees if such permission is not granted.

(iii) It will be open to Tamil Nadu Electricity Board employee to repay the amount in a shorter period, if they so desire. In any case, the entire advance must be repaid in full (with interest thereon) before the date of retirement from service.

(iv) "In order to avoid undue hardship to a Board employee who is due to retire within twenty years of the date of application for the grant of an advance the next higher authority to Sanctioning Authority may permit him to repay the advance with interest in convenient monthly instalments (the amount of which shall not be less than the amount of monthly instalment on the basis of repayment within a period of twenty years) during the remaining period of his service, provided he gives an undertaking to repay the entire outstanding balance before the date of retirement from service."

(v) In case the employee does not repay the balance of the advance due to Tamil Nadu Electricity Board before the date of retirement from service, it shall be open to Tamil Nadu Electricity Board to enforce the security of the mortgage any time thereafter, and recover the balance of the advance due together with interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law."

(vi) Provided that in case of purchase of ready built house of a class and maximum age specified in columns (1) and (3) respectively of the Table under clause (a) of Rules 3 the advance and the interest thereon shall be paid within the respective period specified in the corresponding entries in columns (4) and (5) thereof.

(vii) In the case of Board employees whose age of retirement has been raised from 55 to 58 years and who had been sanctioned house building advances under these rules before they attained the age of 55 years, the recovery of the outstanding house building advance at the time of their attaining the age of 55 years shall be continued during the remaining period of their service also, beyond the age of 55, with reference to the original agreement executed by them, in suitable monthly instalments. A supplemental agreement in form No. 7 should be got executed in such cases by the Board employees when their services are extended beyond the age of 55.

(viii) In the case of a combined House Building Advance to the husband and wife who are in Tamil Nadu Electricity Board Service, both of them shall be jointly as well as severally liable to repay the advance in full even though the recovery has to be made from one of them as per their 'Joint option and Undertaking' and as per the orders sanctioning the advance. The above liability shall remain even under any unforeseen contingencies in their life, like divorce, death, etc., and the Board may upon the happening of such contingencies pass such revised orders as may be deemed fit by them for the recovery of the advance from either of the spouses or from both of them jointly."

(b) Recovery of the advance shall be effected through the monthly pay/leave salary bills of the Tamil Nadu Electricity Board employees concerned by the Sanctioning Authority concerned, as the case may be. These recoveries will not be held up or postponed except with the prior concurrence of Tamil Nadu Electricity Board,

(i) Provided that in the case of Tamil Nadu Electricity Board servants who enter leave on half average pay or are placed under suspension, the monthly recovery shall be made from the half average pay or subsistence allowance, as the case may be payable to the individuals concerned at such rates as the Board deems it right to fix.

(ii) Provided further that in the case of Tamil Nadu Electricity Board servants on extraordinary leave the monthly recovery shall be postponed subject to the condition that the individuals concerned agree to pay in one lumpsum, the amount involved consequent on such postponement from his death-cum-retirement gratuity if it becomes necessary.

The Board may in deserving cases permit the legal heirs of the deceased of the Board employees from whom the recoveries are due towards House Building Advance sanctioned to him to repay the outstanding amount together with interest thereon in suitable instalments.

(c) If any employee ceases to be in service for any reason or if he/she dies, before repayment of the advance in full, the entire outstanding amount for the advance shall become payable to Tamil Nadu Electricity Board forthwith. The Tamil Nadu Electricity Board may however, in deserving cases, permit the employee concerned, or his successors in interest, as the case may be if the house has not been completed and/or mortgaged to Tamil Nadu Electricity Board by that time, to repay the outstanding amount together with interest thereon calculated as in rule 6 above, in suitable instalments. Failure on the part of the employee concerned or his successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the Tamil Nadu Electricity Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

(d) The property mortgaged to Tamil Nadu Electricity Board shall be reconveyed to the Tamil Nadu Electricity Board employee concerned (or his successors in interest, as the case may be) after the advance together with interest thereon has been repaid to Board in full, by an endorsement on the mortgage deed to the effect that the full amount has been received and the mortgage is extinguished.

#### **9. Procedure For Dealing with Applications :**

(a) Applications should be submitted in the prescribed Form (In duplicate) by the employees/officers directly to the Sanctioning Authorities, mentioned against them in the statement below :—

- |  |                       |
|--|-----------------------|
| (i) For employees and officers of Board Office Secretariat Branch; | ... Deputy Secretary. |
| (ii) For employees and officers of Board Office Audit Branch.      | ... C.I.A.O.          |
| (iii) For employees and officers of Board Office Technical Branch; | ... Respective C. Es. |
| (iv) For employees and officers of Board Office Accounts Branch.   | ... C.F.C.            |
| (v) For employees and officers of System/Circle Offices            | ... Respective S.Es.  |
| (vi) For all S.Es./G. S./D. R. and other senior Techl. Officers.   | ... Respective C.Es.  |
| (vii) D. S./ C. I. A. O./ C. F. C.                                 | ... Secretary         |
| (viii) All Chief Engineers.  | ... Chairman          |

The following documents should accompany the applications :—(i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of application.

(ii) In case where applicants happen to be in possession of land and desire to build a new house on it, or desire to purchase a plot and construct the house thereon the following documents should be produced :—

#### **(a) If the application for the purchase of plot and House Construction :**

- (a) Agreement or consent letter from the owner.
- (b) Attested copy of documents.
- (c) Encumbrance certificate for 13 years in original.
- (d) Legal opinion of the Government Pleader.
- (e) Approved layout.

#### **(b) If the application for construction of house alone (Free hold)**

- (a) Sale deed in original.
- (b) Encumbrance certificate for 13 years in original.
- (c) Legal opinion of the Government Pleader.
- (d) Approved plan and planning permission from the M.M.D.A./Approved Licence of local body.
- (e) Estimates abstracts and detailed.
- (f) Proceedings of the Corporation/Local bodies.

In case the land happens to be leasehold (i. e. Housing Board/Co-operative Society) the following should be enclosed.

1. Regular Allotment order.
2. Lease—cum—Sale Agreement.
3. No objection certificate for mortgage.
4. Approved building plan and planning permission from the M.M.D.A./Approved license of local body.
5. Estimate.
6. Proceedings.

**(c) If the application for the purchase of Ready Built House :**

- (a) Agreement of sale from the vendor.. (Memo. No. 19769—01/82—2(Sectt.) dt. 24—7—82)
- (b) Attested copy of documents.
- (c) Encumbrance certificate for 13 years in original.
- (d) Legal opinion of the Government Pleader.
- (e) Approved building plan and planning permission from the M.M.D.A./Approved licence of local body.

**(d) If the application for the purchase of ready build house/flat allotted by the Housing Board :**

- (a) Regular Allotment order in original.
- (b) Lease-cum-Sale agreement
- (c) Handing over/taking over certificate,  
(or)  
Completion report.
- (d) No objection certificate from the Housing Board for mortgaging the House/Flat in favour of the "Tamil Nadu Electricity Board for raising loan;
- (e) Certificate indicating the actual balance amount to be paid to the Housing Board.

(b) The Sanctioning Authority will scrutinise the applications and satisfy themselves of the correctness of the facts etc., stated therein.

(c) The Sanctioning Authority will examine the applications with reference to the priorities etc., laid down for dealing with them, subject to funds being available.

(d) On receipt of the sanction order, the individual concerned shall arrange to complete the prescribed formalities such as execution of agreement, mortgage deed and undertakings etc., in the prescribed forms. The Sanctioning Authority shall instruct applicants desirous of constructing a new house or the living accommodation in an existing house is intended to be increased to furnish one copy of plan as well as specification and estimate in the prescribed proforma. The plans must be got duly approved by the Municipality or other local body concerned before submitting them to the office.

(e) The Sanctioning Authority shall also attend to all formalities as explained in Sub-rule (d) above and then authorise disbursement of the first instalment of advance for construction purpose to the applicant the payment of the remaining two instalments of advance may be authorised by the Sanctioning Authority direct on the basis of the certificates to be furnished by the applicants as prescribed in rule 7(a) and such inspections as may be deemed necessary. It should also be verified, before disbursing the last instalment of the advance, that the development of the site has been completed, (vide Rule 5).

**Note :** While authorising disbursement of an instalment of an advance as prescribed in rule 9 (b) (i) or 9(e) the Sanctioning Authority will attach a certificate to the effect that the required formalities in pursuance of which the instalment has become due, have been completed with.

(f) The sanctioning authority shall also ensure that the transaction/construction of the house is completed within the period prescribed in the rule and that

(i) the prescribed mortgage deed is executed immediately on completion of the purchase of land or house and the document kept in safe custody after registration.

The original documents of the title to the land and property under mortgage shall also be obtained from the mortgager and kept in safe custody with the Sanctioning Authority along with the mortgage deed till the redemption of the mortgage deed.

(ii) the house is maintained in good repair and that municipal rates and taxes are paid regularly and the requisite certificate furnished annually until the advance has been repaid in full.

(iii) monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bill of the Tamil Nadu Electricity Board employee concerned thereafter.

(iv) any amount drawn in excess of the expenditure incurred is refunded by the Tamil Nadu Electricity Board employee concerned to the Tamil Nadu Electricity Board forthwith together with the interest if any, due thereon.

(v) the property mortgaged to Tamil Nadu Electricity Board is released immediately on repayment of the advance and interest thereon in full.

(g) To enable the Tamil Nadu Electricity Board to watch the disbursement of funds and the progress of the construction of houses, the Sanctioning Authority will send a consolidated quarterly progress report to the Chief Engineer/Personnel by the end of the month following the quarter to which it relates in the prescribed proforma :—

### PROFORMA

Office.....  
(Statement showing the particulars of the applications sanctioned and amount disbursed as prescribed under rule 9(d) of the rules to regulate the grant of advances to Board employees for building etc., of houses).

For the quarter ending.....

Particulars of the applications sanctioned in the quarter				Particulars of the disbursements made in the quarter			
Number and date of the sanction order issued by the sanctioning authority:	Name of the Board employee	Amount of loan sanctioned	Number and date of the sanction order issued by the Disbursing Officer.	Amount disbursed	Stage of disbursement (i.e.) whether first, 2nd, 3rd or 4th instalments.	Date of disbursement	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

### 10. Stamp duty and Registration of Documents :

The deeds executed under these rules shall be subject to the incidence of stamp duty and registration fee as required under the relevant laws in force.

11. The house constructed/purchased and/or the living accommodation which was enlarged out of the advance sanctioned by the Board should be insured with the General Insurance Company, of India or its few subsidiaries (National Insurance Company, New India Insurance Company, Oriental Fire and General Insurance Company, United India Fire and General Insurance Company), against fire, flood and cyclone within a period of three months after completion of construction/purchase/enlargement of the house."

B.P. Ms.  
(Ch) No.  
156 (SB)  
date  
13-5-85.

The disbursing officer, concerned may condone delays upto six months beyond the permissible period of three months for insuring the houses after the completion/purchase of house in insuring/renewing the Insurance Policies. The amount of insurance should be for the outstanding balance of advance as on 31st March preceding plus the approximate interest that may be due for the entire advance to be calculated with reference to the amount of monthly instalment the number of months in which the advance will be recovered the rate of interest etc. In the case of failure to insure the building or to renew the policy, the Disbursing Officers concerned should recover the required amount from the salary of the Board employee concerned and pay it to the insurance company for taking out a policy or for keeping it alive as the case may be in the case of all employees except the self drawing officers. In the case of self drawing officers the required amount will be deducted by the Superintending Engineer concerned/the Chief Internal Audit Officer, Audit Branch as the case may be, on receipt of intimation from the Chief Engineer/Personnel and sent to the Insurance Company for taking out a policy or for keeping it alive. The scheme of insurance will apply to the advance granted after 19-6-1967. The work relating to the watching of the insurance of the buildings/renewal of policies and obtaining a letter to the insurance Company will be done by the Pay Disbursing Officers concerned with loanes.

12. The employees of the Board provided with departmental quarters, for whom House Building Advance has been sanctioned under these rules for construction of House, should vacate the Board's quarters immediately on occupation of the newly constructed house or on completion or within eighteen months after the date on which the first instalment of advance is paid, whichever is earlier. In the case of advance sanctioned for purchase of ready-built house, the Board quarters should be vacated within one month from the date of disbursement of the advance or occupation of the house, whichever is earlier."

#### APPLICATION FORM FOR THE GRANT OF ADVANCE TO BOARD EMPLOYEES FOR THE BUILDING ETC., OF HOUSE

1. (a) Name in BLOCK LETTERS :  
 (b) Designation :  
 (c) Scale of Pay :  
 (d) Present pay including dearness allowance but excluding other allowances. Pay :  
 D.A. :
2. (a) Department and Office in which employed :  
 (b) Station where posted :
3. Please state :—
  - (a) Whether you are a permanent or non-permanent Tamil Nadu Electricity Board Employee and the length of service rendered under the Tamil Nadu Electricity Board. :
  - (b) Your permanent post if any, and the name of office and department concerned. :
  - (c) Date of birth, age and next birth day :
  - (d) Date of retirement :
  - (e) Is your Wife/Husband a Tamil Nadu Electricity Board Employee? If so, give her/his name, designation etc. :

4. Do you or does your wife/husband/Minor child already own a house? [See rule 2(b)] if so, please state :
- (a) Station where it is situated :
  - (b) Floor area (in square metre) :
  - (c) Its approximate valuation :
  - (d) Reasons for desiring to own another house/ :

5. (a) Do you require the advance for building new house? If so, please indicate :
- (i) Approximate floor area of the house proposed to be constructed (in Sq. metre) :
  - (ii) Estimate cost :
  - (iii) Cost of land :
  - (iv) Cost of building :
  - (v) Total :
  - (vi) Amount of advance required :
  - (vii) No. of years in which the advance with interest is proposed to be repaid. :

Note : Entries in columns (ii) to (iv) will have to be supported by specifications, estimates and plan duly approved by the local authority concerned. :

- (b) Whether you are already in possession of the land? If so, please state :—
- (i) Name of the city or town where it is situated. :
- (ii) Whether you wish to settle there after retirement. :
- (iii) Area of the plot in Sq. metre :
- (iv) Name of the Municipal or any other local authority (if any) in whose jurisdiction it is located. :
- (c) If no plot of land is already in your possession, how and when do you propose to acquire one? State the approximate plot area (in Sq. metre) proposed to be acquired. :

6. Do you require the advance for enlarging living accommodation in an existing house? If so please state.
- (1) Number of rooms in the house (excluding lavatory, bath room and kitchen).
  - (2) Total floor area of the rooms (in sq. feet).

(3) If an additional storey is proposed to be added, is the foundation strong enough?

(4) Particulars of additions desired :

(i) Number of rooms :

(ii) Floor area (in sq. feet) :

(iii) Estimated cost :

(iv) Amount of advance desired :

(v) Number of years in which the advance with interest is proposed to be repaid, :

Note : A plan of the house should accompany the application.

7. (i) Do you require the advance for purchasing a ready-built house? If so, please state :—

(1) Exact location of the ready built house :

(2) Floor area of the house (in sq. metre) :

(3) Plinth area of the house (in sq. metre) :

(4) Approximate age of the house :

(5) Municipal valuation of the house :

(6) Name and address of the owner :

(7) Approximate price expected to be paid :

(8) Amount of advance required. :

(9) No. of years in which the advance with interest is proposed to be repaid. :

(ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house. :

Note : A plan of the house should accompany the application. :

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold? If lease hold please state :—

(i) The term of the lease :

(ii) How much of the term has already expired. :

(iii) Whether conditions of the lease permit the land being mortgaged to Tamil Nadu Electricity Board. :

(vi) Premium paid for the plot :

(v) Annual rental of the plot :

Note : A copy of the lease-cum-sale deed should accompany the application :



9. (a) Is your title to land/house undisputed and free from encumbrances?
- (b) Can you produce, if required original documents (Sale or lease deed) in support of your title? If not state reasons therefor indicating what other documents or proof if any can you furnish in support of your title (See items 5 (b) and 6 above).
- (c) Does the locality in which the plot of land/house is situated possess essential services like roads, water supply drainage sewages street lighting, etc. (Please furnish a site plan with complete address).
- (d) Whether previous sanction of the prescribed authority has been obtained or whether any application has been made for obtaining such previous sanction in respect of the proposed construction of the house/purchase of house plots as such prior sanction is necessary under the T. N. E. B. Employees Conduct Regulations.
10. Is Rule 5 (3) (b) applicable to your case? If so, state;
- (i) The name, designation, scale of pay, office department, etc., of the permanent Servant;
- (ii) The date on which the proposed surety is due to attain the age 58 years.
11. If the advance applied for is required for the purchase of a ready built house or partly for the purchase of plot and partly for the construction of a house thereon, is there any relationship between you and the vendor of the ready built house/plot? If so, the exact relationship may be indicated.

I Solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

I have read the Rules regulating the grant of advances to the employees of the Board for building etc., of houses and agree to abide by them and the terms and conditions stipulated therein.

I certify that.....

- (i) My wife/husband is not a Tamil Nadu Electricity Board employee and not obtained any advance.
- (ii) Neither I nor my wife/husband has applied for and obtained an advance or loan from any other source for the acquisition of a house.
- (iii) that the house proposed to be purchased/constructed/enlarged is required for my bonafide personal use.
- (iv) that the construction of the house for which the advance has been applied for has not yet been commenced.
- (v) I do not own any house either in my name or in the name of my wife or in the name of any of my minor children.
- (vi) The construction of the house for which the advance has been applied for has not yet been commenced/has already been commenced and come upto basement level/plinth level/roof level.

**FORM I**

Abstract of cost of original estimates and detailed specifications (based on details in Form No. 2) for grant of advance to Tamil Nadu Electricity Board Employees for the building of houses.

Amount Rs. :

Name :

Designation :

Locality and address in which the house is proposed to be constructed :

Item No.	Sub heads and items of works (1)	Quantity or No. (2)	Rate (3)	Per (4)	Amount (5)	Total (6)
----------	-------------------------------------	------------------------	-------------	------------	---------------	--------------

- |        |   |             |
|--------|---|-------------|
| (i)    | Earth work :<br>(Earth work excavation for foundations and disposing of the surplus earth etc.)                             | 1000 C. Ft. |
| (ii)   | Concrete work :<br>(Foundation concrete with cement or lime using stone or brick blast either below floors or for footings) | 100 C. Ft.  |
| (iii)  | D.A.M.P. Proof course :<br>(Concrete on rich cement mortar or bitumanastic compound)  |             |
| (iv)   | Roofing work :<br>(R. C. C. Asbestos or any other type of suitable roof)  |             |
| (v)    | Reinforced cement Concrete  |             |
| (vi)   | Masonry :<br>(Brick, Stone, Concrete Block Walls etc.)  |             |
| (vii)  | Wood work :<br>(For doors and windows, wooden scanlings for roofs, etc.)  |             |
| (viii) | Steel work :<br>(For Reinforcements, holdfact windows, bars etc.)   |             |
| (ix)   | Flooring :<br>(Concrete, stone or marble chip, etc.)  |             |
| (x)    | Finishing :<br>(Plastering, painting, colour, or white washing, painting etc.)  |             |
| (xi)   | Miscellaneous :<br>(Like rain-water pipes, shelves, jallies, Chulas, Pega, hooks for fans, etc.)                            |             |
| (xii)  | Sanitary installations :<br>(Closets, connections, pipe manholes, drains etc.)  |             |

(xiii) Water supply :

(Taps, Water meters, Water tanks, G.I., pipe, etc.)

(xiv) Electricity :

(Electric Points, meters, connections, lines etc.)

Total cost .

Signature of the applicant

Date :

**FORM NO. 2**

Detailed estimates for advance to Tamil Nadu Electricity Board Employees for the building of a house.

(Detailed estimate sheet to support the quantities given in Form No. 1)

Name :

Designation :

Office to which attached :

Locality and address in which house is proposed.

Sl.No.	Details of work	Number	Length	Breadth	Height	Quantity
1.	Earth work :					
	Earth work is excavation in all soils for foundations and other trenches and depositing the same within one chain bed and upto 5' 0" lift	1	19½	1½	2	59
	Front Wall	1	19½	1½	2	44
	Rear Varandah Retaining wall	1	19½	1½	1½	62
	Outside wall	1	20½	1½	2	56
	Common walls between rooms	1½	12½	1½	2	11
	W. C. front and rear	2	3¾	1	1½	11
	W. C. front and rear side	1½	4¾	1	1½	11
	Steps in front and rear	2	4½	1½	½	7

2. Refilling the excavated earth, etc., continuous details for all items as given in sample Form No. 1

Signature of applicant

Date :

Note : The entries made in columns (3) — (7) against item 1 above are just to explain how the entire from is to be prepared.

## FORM No. 3

**Form of mortgage deed to be executed when the property is free hold**

(Rules to regulate the grant of advances to Tamil Nadu Electricity Board Employees for building etc. of houses Rule 5)

This indenture made this \_\_\_\_\_ day of one thousand nine hundred and \_\_\_\_\_ between \_\_\_\_\_ in the Department/Office of at \_\_\_\_\_ (Hereinafter called "The Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors administrators, legal representatives and assigns) of the one PART AND THE Chairman, Tamil Nadu Electricity Board (Hereinafter called "The Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns of the OTHER PART.

Whereas the Mortgagor is the absolute and sole owner and is seized and possessed or otherwise will and sufficiently entitled to the land and/or House hereditaments and premises hereinafter more particularly and fully described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured \_\_\_\_\_ and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged Property").

And whereas the Mortgagor applied to the Mortgagee for an advance of Rs. .... (Rupees.....only) for the purpose of enabling the Mortgagor,

1. To purchase land and to construct a house thereon or to enlarge living accommodation in the existing house in the said hereditaments.
2. To construct a house on the said hereditaments.
- ‡ 3. To purchase ready-built aforesaid house.

And whereas the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. .... (Rupees.....only) on certain terms and conditions,

And whereas one of the conditions for the aforesaid advance is that the mortgagor should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Rules to regulate the grant of advances to Tamil Nadu Electricity Board employees for building etc. of houses issued by the Tamil Nadu Electricity Board with its proceedings Ms. No. 2730 dt. 14-11-62 (hereinafter referred to as the said rules which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property described in the schedule hereunder written.

And which rules are hereby agreed to form part and parcel of these present.

And whereas the Mortgagee\* (1. has sanctioned to the Mortgagor an advance of Rs. .... (Rupees.....only) payable by such instalments and in the manner as hereinafter appearing).

‡ ( \_\_\_\_\_ has paid to the Mortgagor an advance of Rs. .... (Rupees.....only) on \_\_\_\_\_ and in the manner provided in the said rules) upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said rules as hereinafter mentioned, secured in the manner hereinafter appearing.

And whereas the Mortgagor has received/or is to receive from the Mortgagee the aforesaid advance in the following manner and instalments.

Rs. .... (Rupees.....only) already received on the execution of the agreement by the mortgagor in favour of the mortgagee.

Rs. .... (Rupees.....only) to be received on the execution of this indenture by the mortgagor in favour of the mortgagee and when the construction of the house reaches plinth level.

Rs. .... (Rupees.....only) when the construction of the house reaches roof level, provided the mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lights, roads, drainage, and sewage.

Now this indenture witnesseth as follows :—

(i) In pursuance of the said Rules and in consideration of the said rules and in consideration of the said advance sanctioned/paid by the mortgagee to the Mortgagor, the Mortgagor doth hereby covenant with the Mortgagee that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to Mortgagee the said advance of Rs. .... (Rupees ..... only) by equal monthly instalment of Rs. .... (Rupees ..... only) from the pay of mortgagor commencing from the month of nineteen hundred and ..... and the Mortgagor hereby authorises the mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest thereon in ..... monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any specified part of the Death-cum-Retirement Gratuity that may be sanctioned to the mortgagor or if he is governed by the C. P. F. Scheme from the employer's share of contribution to the mortgagor's Provident Fund. In case of default in payment of instalment or part thereof the entire advance with the interest accrued shall at once become due and payable. Provided that the mortgagor shall repay the entire advance with interest in full before the date of his/her retirement from service. Mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the said mortgaged property or in such other manner as may be permissible under the law, it will however, be open to the Mortgagor to repay the outstanding amount in a shorter period.

(ii) If the mortgagor shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the mortgagor shall become insolvent (or shall cease to be in service for any reason) or he/she dies before repayment of advance in full, or if the Mortgagor shall fail to observe or perform any of the terms and conditions and stipulation specified in the rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the mortgagee with interest thereon at ..... percent per annum calculated from the date of the payment by the Mortgagee to the Mortgagor of the first instalment of the said advance ;

(iii) In pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under terms of these presents the Mortgagor doth hereby grant, convey, transfer assign and assure unto the Mortgagee all and singular the said Mortgaged property more particularly and fully described in the schedule hereunder written together with buildings executed or to be erected by the Mortgagor on the said mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging to HOLD the said mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and the use of the mortgagee absolutely for ever free from encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the mortgagor shall duly pay to the mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the mortgagor to the mortgagee under the terms and conditions of the said Rules, then the mortgagee will at any time thereafter upon the request and at the cost of the mortgagor reconvey retransfer and reassure the said mortgaged property unto and to the mortgagor or as he may direct.

(iv) And it is hereby expressly agreed and declared that if there shall be any breach by the mortgagor of the covenants on his/her part therein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason or if he/she dies before all the dues payable to the mortgagee under these presents, together with interest thereon shall have been fully paid off or if the said advance or any part thereof become payable forth with under these presents or otherwise then and in any of such cases it shall be law-ful for the mortgagee to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or reseind and contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt of the mortgagee for the purchase money of the premises sold or any part thereof, shall effectually discharge the purchaser or purchasers there from and it is hereby declared that the mortgagee shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expences incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys owing on the security of these presents and the balance if any to be paid to the mortgagor.

(v) The mortgagor, hereby covenants with the mortgagee as follows :

(a) That the mortgagor now hath in himself/herself good right and lawful authority to grant, transfer, assign and assure the mortgaged property unto and to the use of the Mortgagee in the manner aforesaid.

(b) That the mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the mortgagee. The mortgagor shall certify when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the mortgagee that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house.

(c) That the mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months unless an extension of time is allowed in writing by the mortgagee. In case of default the mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said rules, in one lump sum. The mortgagor shall report to the mortgagee the date of completion of the house and furnish a certificate to the mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

**Note:** Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(d) That the Mortgagor should insure the house constructed/purchased and/on living accommodation which is enlarged out of the advance sanctioned by the Board against fire, flood and Cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of construction/purchase of the House.

In the case of failure to insure the building or to pay the premium the mortgagor agrees to the deduction, by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive, as the case may be, from his pay and its remittance to the Life Insurance Corporation.

(e) That the mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the municipal and other local rates and taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the mortgagee in full. The mortgagor shall also furnish to the mortgagee an annual certificate to the above effect.

(f) The mortgagor shall afford full facility to the mortgagee for carrying out inspection after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) That the mortgagor shall not during the continuance of these present charge, encumber, alienate or otherwise dispose of the mortgaged property.

However, if the Mortgagor covenants to create a second mortgage in favour of any other financial institution he shall not do so without obtaining the prior permission of the mortgagee and on the consent being given the draft of the second mortgage will be submitted to the mortgagee for approval.

Provided, always that in the event of the Mortgagor creating a second mortgage on the same premises only by deposit of title deeds in favour of a financial institution including Housing Development Finance Corporation or a Bank, the Mortgagee may, at the written request of Mortgagor and the financial institution concerned, to this mortgagee, handover such documents of title to the said premises as are in possession of this mortgagee, to the said financial institution for the sole purpose of creating the said proposed second mortgage.

It is a strict condition that before the said documents of title are handed over by the Mortgagee to the said financial institution as herein before provided, that the said financial institution and the Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by the Mortgagee that;

(i) the said documents of title shall be held and retained by the financial institution concerned only as a second Mortgage subject and subordinate to the rights of this Mortgagee hereunder;

- (ii) the said financial institution shall not at any time or for any reason part with such title deeds without written consent of this mortgagee first had and obtained and on such conditions as may be imposed by this mortgagee at its discretion,
  - (iii) after at any time, the said financial institution ceases to be second mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds to this mortgagee only, whether or not any demand in this behalf is made by this mortgagee.
  - (iv) the said financial institution, shall produce or caused to be produced the said title deeds as and when required by this mortgagee for any reason whatsoever regardless of whether the said proposed second mortgage due to be in existence or otherwise discharged. This will be in the understanding that as soon as the purpose is served, the same shall be returned by the mortgagee to the financial institution, to be dispensed subject to these conditions;
  - (v) nothing in these provisions shall be construed to create any financial or other obligations or liabilities in this mortgagee, vis, a vis, the said financial institution or shall in any manner alter, abridge or abrogate the rights of this mortgagee hereunder, who shall always be and continue to be the paramount mortgagee”.
- (h) In case of any breach by the mortgagor of any of the condition for the grant of the loan, the entire advance with the interest accrued shall at once become due and payable.

(vi) That the mortgagor further hereby undertakes as follows :— (a) That the mortgagor solemnly assures and states that the rights and interests whatever acquired under the Lease-cum-sale agreement/sale agreement shall stand forthwith transferred in favour of the Tamil Nadu Electricity Board and when the mortgage is executed by the mortgagee such rights and interests will form part of the security offered under the mortgage deed executed in favour of the Tamil Nadu Electricity Board.

(b) That the mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement/Sale agreement and that if the Tamil Nadu Electricity Board to safeguard its interests, chooses at any time to comply with any of these terms and conditions, the Tamil Nadu Electricity Board shall have the right to do so and that the borrower shall compensate accordingly the Tamil Nadu Electricity Board.

The schedule above referred to:

“IN WITNESS WHEREOF THE Mortgagor has hereunto set his hand and Thiru—

— in the Department/Office of —  
for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and the year first above written”.

The witness clause as also the signature clause on behalf of the mortgagor will remain unaltered.  
“Signed by Thiru — in the Office —  
for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board in the presence of.....

#### FORM NO. 4

##### Form of mortgage deed to be executed where the property is lease-hold.

(Rules to regulate the grant of advances to Tamil Nadu Electricity Board Employees for building etc., of houses, Rule 5)

The indenture made this — day of one thousand nine hundred and —  
— between son of — of — at present employed as —  
— in the office of — at — (herein after called “THE MORTGAGOR” which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, legal representatives, administrators and assigns) of the one PART AND THE CHAIRMAN, Tamil Nadu Electricity Board (hereinafter called “THE MORTGAGEE” which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

Whereas by a lease dated the \_\_\_\_\_ and made between the lessor demised to the mortgagor the property (hereinafter referred to as the said property) situate at \_\_\_\_\_ and more particularly and fully described in the schedule hereunder written for a term of \_\_\_\_\_ years commencing on and from the \_\_\_\_\_ at the yearly/monthly rent of Rs. (Rupees \_\_\_\_\_ only) subject to the performance and observance of the covenants and conditions therein mentioned :—

AND WHEREAS THE MORTGAGOR applied to the mortgagee for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the purpose of enabling the mortgagor.

\*1. to purchase the said property and to construct a house thereon or to enlarge living accommodation in the existing house on the said property.

2. to construct a house on the said property or to enlarge living accommodation in the house on the said property.

\*3. to purchase the said property with the ready built house.

\* Mention whatever is applicable.

Whereas the mortgagee agreed to advance to the mortgagor the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on the terms and conditions hereafter contained and subject to the rules of the time being in force regulating the grant of advances to Tamil Nadu Electricity Board Employees for building etc. of houses issued by the Tamil Nadu Electricity Board with its proceedings Ms. No. 2730 dt. 14—11—1962 (herein-after referred to as the said Rules).

Whereas one of the conditions for the aforesaid advance is that the mortgagee should secure the repayment of the said advance and due observance of all the terms and conditions contained in the said rules which expression shall, where the context so admits include any amendment thereof or addition thereto for the time being in force by a mortgage of the said property.

And where as the mortgagee,

\*(1) Has sanctioned to the mortgagor an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) payable by such instalments and in the manner as hereinafter appearing.

AND WHEREAS THE MORTGAGOR has received/or is to receive from the mortgagee the aforesaid advance in the following instalments. Rs: \_\_\_\_\_ (Rupees \_\_\_\_\_ only) already received on \_\_\_\_\_ Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) when the execution of this indenture by the mortgagor in favour of the mortgagee.

\*Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) when the construction of the house reaches roof level provided the mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water-supply, street lighting, roads, drainage and sewage.

**Note:** The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

Now this Indenture witnesseth as follows. —

(i) In pursuance of the said rules and in consideration of the said advance sanctioned/paid by the mortgagee to the mortgagor, the mortgagor doth hereby covenant with the mortgagee that the mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the mortgagee the said advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) by equal \_\_\_\_\_ monthly instalment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from the pay of the mortgagor commencing from the month of \_\_\_\_\_ Nineteen hundred and \_\_\_\_\_ the mortgagor hereby authorises the mortgagee to make deduction from the monthly pay/leave salary of the amount of such instalments and the mortgagor shall after paying the full amount of the advance also pay interest due thereon in monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of house building advance with interest—Outstanding at the time of retirement or death preceding retirement

\*Mention whatever is applicable.



from the whole or any specified part of the death-cum-retirement gratuity that may be sanctioned to the mortgagor or if he is governed by the C. P. F. Scheme from the Employer's share of contribution to the mortgagors provident fund. In case of default in payment of even one instalment or part thereof the entire advance with interest accrued shall at once become due and payable. The mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and cost of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law, it will, however, be open to the mortgagor to repay outstanding amount in a shorter period.

(ii) If the mortgagor shall utilise the advance for the purpose other than that for which the advance is sanctioned, or if the mortgagor shall become insolvent, or shall cease to be in service for any reason or if he/she dies before payment of the advance in full, or if the mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the mortgagee with interest thereof at -----\*\* percent per annum calculated from the date of the payment by the mortgagee to the mortgagor of the first instalment of the said advance.

Provided that the mortgagor shall repay the entire advance with interest in full before the date of his/her retirement from service, failing which the mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the mortgagor to repay the outstanding amount in a shorter period.

(iii) In pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the mortgagee under terms of these presents the mortgagor hereby demise unto the mortgagee all and singular the property more particularly described in the schedule hereunder written together with building erected or to be erected by the mortgagor on the said property (hereinafter referred to as the mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lease and to the conditions therein contained to hold upto the mortgagee for the residue of the said terms of years subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared by and between the parties here to that if the mortgagor shall duly pay to the mortgagee, the said advance and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the mortgagor to the mortgagee under the terms and conditions of the said rules then the mortgagee shall at any time thereafter upon the request and at the cost of the mortgagor reconvey retransfer and reassure the said mortgaged property to the mortgagor.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the mortgagor of the covenants on his/her part therein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof become payable forthwith under these presents or otherwise then and if any of such cases it shall be lawful for the mortgagee to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys owing on the security of these presents and the balance if any to be paid to the mortgagor.

(v) THE MORTGAGOR hereby covenants with the MORTGAGEE AS FOLLOWS :—

(a) That the mortgagor now hath in himself/herself good right, title and interest and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and to the use of the mortgagee in the manner aforesaid.

(b) That the mortgagor shall carry out the construction of the house, additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the mortgagee. The mortgagor shall certify when applying for instalments of advance admissible at the plinth level, roof level, that the construction is being carried out in accordance with the plans and estimates furnished by him to the mortgagee that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/she will allow the mortgagee to carry out either by him self or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the mortgagor he/she shall be liable to pay to the mortgagee forth with the entire advance received by him and further shall also be liable to such disciplinary action as may be permissible under the rules of service as applicable to the mortgagor.

(c) That the mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months \*unless an extension of time is allowed in writing by the mortgagee. In case of default the mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lumpsum. The mortgagor shall report to the mortgagee the date of completion of the house and furnish a certificate to the mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

NOTE: Clause (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(d) That the mortgagor shall insure the house constructed/purchased and/or the living accommodation, which is enlarged out of the advance sanctioned by the Board against fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of construction/purchase of the house.

In the case of failure to insure the building or to pay the premium the mortgagor agrees to the deduction by the pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be from his pay, and its remittance to the Life Insurance Corporation.

(e) That the mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all municipal and other local rates taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid in full. The mortgagor shall also furnish to the mortgagee an annual certificate to above effect.

(f) That the mortgagor shall so long as any money shall remain owing on security of the said mortgaged property herein before expressed to be hereby assigned and, in any case for the period of the said agreement, duly observe all the covenants by the lease and conditions contained in the said indenture of lease referred to in the schedule hereunder written and keep the mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(g) That the mortgagor shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose of the mortgaged property:

However, if the mortgagor covenants to create a second mortgage in favour of any other financial institution he shall not do so without obtaining the prior permission of the mortgagee and on the consent being given, the draft of the the second mortgage will be submitted to the mortgagee for approval.

Provided, always that in the event of the Mortgagor creating a second mortgage on the same premises only by deposit of title deeds in favour of a financial institution including Housing Development Finance Corporation or a Bank, the mortgagee may, at the written request of mortgagor and the financial institution concerned, to this mortgagee, handover such documents of title to the said premises as are in possession of this mortgagee; to the said financial institution for the sole purpose of creating the said proposed second mortgage.

It is a strict condition that before the said documents of title are handed over by the mortgagee to the said financial institution as herein before provided, that the said financial institution and the

\* Mention the date on which the first instalment of advance is paid to the mortgagor.

Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by this Mortgagee that :

- (i) the said documents of title shall be held and retained by the financial institution concerned only as a second Mortgage subject and subordinate to the rights of this Mortgagee hereunder ;
- (ii) the said financial institution shall not at any time or for any reason part with such title deeds without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion ;
- (iii) after at any time, the said financial institution ceases to be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee.
- (iv) the said financial institution, shall produce or caused to be produced the said title deeds as and when required by this Mortgagee for any reason whatsoever regardless of whether the said proposed second Mortgage due to be in existence or otherwise discharged. This will be in the understanding that as soon as the purpose is served the same shall be returned by the Mortgagee to the financial institution, to be dispensed subject to these conditions ;
- (v) nothing in these provisions shall be construed to create any financial or other obligations or liabilities in this Mortgagee, vis a vis, the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be the Paramount Mortgagee.
- (h) In case of any breach by the mortgagor of any of the conditions for the grant of the loan, entire advance with the interest accrued shall at once become due and payable.

B.P.Ms.  
(Ch.)  
No. 311,  
(SB) dated  
13-9-85

#### THE SCHEDULE ABOVE REFERRED TO

In witness whereof the mortgagor has hereunto set his hand and Thiru \_\_\_\_\_ in Deptt./Office of \_\_\_\_\_ for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and the year first above written.

The witness clauses as also the signature clause on behalf of the Mortgagor will remain unaltered.

Signed by Thiru \_\_\_\_\_ in the Deptt./Office of \_\_\_\_\_ for and on behalf and by order and direction of the Chairman, Tamil Nadu Elec. Board in the presence of.

Form No. 4 (a)

#### Form of Mortgage deed to be executed where the property is lease hold

This indenture made this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_ between \_\_\_\_\_ son of \_\_\_\_\_ at present \_\_\_\_\_ employed as \_\_\_\_\_ in the Office of \_\_\_\_\_ (hereinafter called "THE MORTGAGOR" which expression shall unless repugnant to the subject or context include his heirs, executors, legal representatives, administrators and assigns) of the one PART AND THE Chairman, Tamil Nadu Elec. Board (hereinafter called "THE MORTGAGEE" which expression shall unless repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease-cum-sale agreement dated the \_\_\_\_\_ the Tamil Nadu Housing Board has allotted the plot/house/flat (hereinafter referred to as the property) situated at \_\_\_\_\_ and more particularly and fully described in Schedule 1 hereunder to the mortgagor ;

AND WHEREAS THE MORTGAGOR has applied to the mortgagee for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the purpose of enabling him to purchase the said property from the Tamil Nadu Housing Board AND whereas the mortgagee has agreed to the advance to the mortgagor the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) subject to the terms and conditions hereinafter contained and subject to the rules for the time being in force regulating the grant of advance to the employees of the Tamil Nadu Electricity Board for building of houses etc., issued by the Tamil Nadu Electricity Board in their proceedings No. 2730, dt. the 14th November, 1962 (hereinafter referred to as the "said rules".)

AND WHEREAS the grant of the aforesaid advance is mainly subject to the conditions that the mortgagor should secure the repayment of the said advance by mortgaging the property to the mortgagee and that the mortgagor should observe all the terms and conditions contained in the said rules for the time being in force.

AND WHEREAS the mortgagee has sanctioned to the mortgagor an advance of Rs. (Rupees only) and the mortgagor has received the said amount from the mortgagee.

### NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said rules and in consideration of the said advance paid by the mortgagee to the mortgagor, the mortgagor doth hereby covenant with the mortgagee that he shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the mortgagee the said advance of Rs. (Rupees only) in (specify the No. of instalments) equal monthly instalments of Rs. (Rupees only) from the pay of the mortgagor commencing from the month of and the mortgagor hereby authorises the mortgagee to make deduction from his monthly pay/leave salary the amount of such instalment and the mortgagor shall after paying the full amount of the advance, also pay interest thereon in monthly instalments in the manner specified in the said rules. The mortgagee shall be entitled to recover the balance of the house building advance with interest outstanding at the time of retirement or cessation of employment due to death prior to retirement from the whole or any specified part of the Death-cum-retirement Gratuity that may be sanctioned to the mortgagor or if he is governed by the C.P.F. Scheme from the Employer's share of the contribution to the mortgagor's Provident Fund. In case of default in payment of even one instalment or part thereof, the entire advance together with interest accrued shall at once become due and payable and the mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery, by sale of the mortgaged property or in such other manner as may be permissible under the law. It shall however, be open to the mortgagor to repay the outstanding amount in a shorter period.

2. If the mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before repayment of the advance in full, or if the mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules then the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the mortgagee together with interest thereon at the rate prevalent at the time of drawal of advance calculated from the date of the payment of the advance by the mortgagee to the mortgagor.

3. In pursuance of the said rules and in consideration of the aforesaid advance and to secure repayment of the aforesaid advance and interest as may at any time hereinafter be due to the mortgagee under the terms of these presents, the mortgagor doth hereby demise unto the mortgagee the said property more particularly and fully described in Schedule I hereunder together with the buildings erected or to be erected by the mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property subject however to the covenant's and the conditions specified in the lease-cum-sale agreement entered into by the mortgagor with the Tamil Nadu Housing Board and subject to the right of redemption as hereinafter contained viz. Provided always and it is here by agreed and declared by and between the parties hereto that if the Mortgagor shall duly repay to the mortgagee the said advance and interest hereby secured in the manner herein provided and also the other moneys (if any), determined to be payable by the mortgagor to the mortgagee under the terms and conditions of the said rules, then the mortgagee shall at any time thereafter upon the request and at the cost of the mortgagor reconvey, retransfer and reassure the said mortgaged property to the mortgagor.

4. And it is hereby expressly agreed and declared that if there shall be any breach by the mortgagor of the covenants herein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before all the dues payable to the mortgagee under these presents together with interest thereon are fully paid or if the said advance or any part thereof become payable forthwith under these presents or otherwise, then it shall be lawful for the mortgagee to sell the mortgaged property or any part thereof either together or in parcels, either through public auction or through private negotiation with power to buy or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effecting any such sale as the mortgagee shall think fit and it is hereby declared that the receipt issued by the mortgagee for the money received by them from the sale of the premises or any part thereof shall be sufficient proof that the purchaser has discharged his liability. if any, in the matter of

payment of sale price to the mortgagor, who is the owner of the premises and it is hereby declared that the mortgagee shall hold the money received by him through such sale in trust and firstly pay all the expenses incurred in connection with such sale, secondly, pay towards the satisfaction of the moneys owing on the security of these presents and thirdly pay the balance, if any, to the mortgagor;

5. The mortgagor hereby covenants with the mortgagee as follows:

(a) that the mortgagor has good right and lawful authority to grant, transfer, assign and assure the mortgaged property to the mortgagee in the manner aforesaid;

(b) that the mortgagor shall maintain the aforesaid house in good condition at his own cost and shall pay all the municipal and other local rates and taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the mortgagee in full. The mortgagor shall also furnish to the mortgagee an annual certificate to that effect;

(c) that the mortgagor shall insure the ready built house/flat purchased out of the advance sanctioned by the Board against fire, flood or cyclone for an amount not less than the actual amount of advance taken from the mortgagee within a period of three months, after the completion of the construction of the house in the plot allotted by the Tamil Nadu Housing Board, or of the purchase of the ready built house/flat. In the case of failure to insure the building or to pay the premium the mortgagor shall agree to the deduction from his pay by the pay disbursing officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, and to the remittance of the same to the Insurance Company.

(d) that the mortgagor shall afford full facility to the mortgagee for carrying out inspection after acquisition of the house to ensure that it is maintained in good condition until the advance is repaid in full;

(e) that the mortgagor solemnly assures and states that the rights and interest whatever acquired under the lease-cum sale agreement shall stand forthwith transferred in favour of the mortgagee and such rights and interests shall form part of the security offered under the Mortgagee Deed;

(f) that the mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement;

(g) that the mortgagor shall, so long as any money shall remain due on the security of the said mortgaged property, duly observe all the covenants of the lease-cum-sale agreement and the conditions contained in the said indenture of the lease-cum-sale agreement referred to in Schedule II hereunder written and keep the mortgagee indemnified against all actions suits, proceedings, costs, charges claims and demands which will be incurred or sustained by reason of non-payment of the rent or breach, non-performance or non-observance of the covenants, conditions or any of them;

(h) that the mortgagor shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose of the mortgaged property;

(i) that in case of any breach by the mortgagor of any of the conditions for the grant of the advance the entire advance together with the interest accrued thereon shall at once become due and payable.

#### SCHEDULE—I

(Herein specify the particulars of the property)

#### SCHEDULE—II

(Herein specify the lease-cum-sale agreement)

IN WITNESS WHEREOF THIRU

has hereunto set his hand and Thiru

the order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and the year first above written.

THE MORTGAGOR

acting-for and on behalf of and by

SIGNATURE OF THE MORTGAGOR.

In the presence of

WITNESS:

(1)

(2)

SIGNATURE OF THE MORTGAGEE.

In the presence of

WITNESS:

(1)

(2)

## FORM No. 5

**Form of Agreement to be executed at the time of drawing an advance by a Tamil Nadu Electricity Board employees for building etc., of house [vide Rule 5 (1) and (3)]**  
**AN AGREEMENT MADE THIS**

Day of \_\_\_\_\_ Between \_\_\_\_\_ One thousand \_\_\_\_\_  
 nine hundred and \_\_\_\_\_ son of \_\_\_\_\_  
 at present serving as (hereinafter called "the Borrower" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors legal representatives and administrators) of the one part and Chairman, Tamil Nadu Electricity Board (hereinafter called "the Tamil Nadu Electricity Board" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part. WHEREAS the borrower desires to \*purchase land and construct a house thereon or enlarge living accommodation in his/her house.

\*Purchase a ready built house.

Described in the Schedule hereto annexed WHEREAS the borrower has under the provision of rules framed by the Tamil Nadu Electricity Board to regulate the grant of advances to Tamil Nadu Electricity Board employees for building etc. of houses and issued by the Tamil Nadu Electricity Board with its proceedings M.S. No. 2730 dt. 14-11-62 (hereinafter referred to as the said Rules, which expression shall, where the context so admits, include any Amendment thereof or addition thereto for the time being in force) apply to the Tamil Nadu Electricity Board for an advance of Rupees \_\_\_\_\_ to the Borrower and the Board has sanctioned an advance of Rupees \_\_\_\_\_ copy of which is annexed to vide the proceedings of Tamil Nadu Electricity Board dt. \_\_\_\_\_ these presents for the purpose aforesaid on the terms and conditions set forth in this agreement. Now it is hereby agreed by and between the parties hereto that in the consideration of the sum of Rupees \_\_\_\_\_ paid/to be paid by the Tamil Nadu Electricity Board to the borrower, the borrower hereby agrees with the Board.

(1) to repay to the Tamil Nadu Electricity Board the said amount with interest calculated in accordance with the said rules for the time being in force by monthly instalments of Rupees \_\_\_\_\_ each and to the deduction from his pay as provided for by the said rules of each instalment or instalments from the month of \_\_\_\_\_ nineteen hundred and \_\_\_\_\_ and the borrower, hereby authorises the Board to make such deductions from his monthly leave salary bills and to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any specific part of the gratuity that may be sanctioned to the borrower or if he is governed by the Contributory Provident Fund Scheme from the Employer's share of contribution to borrower's Provident Fund.

(2) (a) within two months from the date of receipt of the aforesaid amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) out of the said advance or within such further time as the TNEB (Secretary/Chief Engineer/Personnal) may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Tamil Nadu Electricity Board the sale deed in respect thereon, failing which the borrower shall be liable to refund forthwith the entire amount to the Tamil Nadu Electricity Board together with interest thereon.

\* (b) Within three months from the date of receipt of the aforesaid advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to expend the aforesaid amount\* in the purchase of the said ready built house and to complete the acquisition of the said house and mortgage it to the Tamil Nadu Electricity Board failing which the borrower shall refund the advance together with interest to Tamil Nadu Electricity Board forthwith unless an extension of time is granted by the Tamil Nadu Electricity Board. To complete construction of said house within eighteen months of \_\_\_\_\_ strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Tamil Nadu Electricity Board.

(3) If the actual amount paid for the purchase of land or the purchase of the house is less than the amount received under these presents by the borrower to repay the difference to the Tamil Nadu Electricity Board forthwith.

(4) To execute a document mortgaging the said house/land along with the house to be built thereon to the Board as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

Provided that in cases where the borrower has purchased the house/site from the State Housing Board or a Co-operative Housing Society on sale-cum-mortgage basis, the borrower agrees to mortgage to the Board the house-site together with the house to be constructed thereon within a period of one month from the date of drawal of the first instalment, notwithstanding the fact that the site has already been mortgaged to the State Housing Board or the Co-operative Housing Society, as the case may be;

(5) (a) that the borrower solemnly assures and states that the rights and interests whatever acquired under the Lease-cum-sale agreement/Sale agreement shall stand forthwith transferred in favour of the Tamil Nadu Electricity Board and when the mortgage is executed by the mortgagor such rights and interests will form part of the security offered under the mortgage deed executed in favour of the Tamil Nadu Electricity Board.

(b) that the borrower further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement/sale agreement and that if the Tamil Nadu Electricity Board, to safeguard its interests, chooses at any time to comply with any of these terms and conditions, the Tamil Nadu Electricity Board shall have the right to do so and that the borrower shall compensate accordingly to the Tamil Nadu Electricity Board.

(6) To insure with the United India Fire and General Insurance Company Ltd., the house constructed/purchased and/or the living accommodation which is enlarged out of the advances sanctioned by the Tamil Nadu Electricity Board, against fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Tamil Nadu Electricity Board within a period of three months after completion of construction/purchase of the house.

In the case of failure to insure the building or to pay the premium the borrower agrees to the deduction by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, from his pay and its remittance to the concerned insurance company.

(7) AND IT IS HEREBY FURTHER AGREED AND DECLARED THAT if the land is not purchased and the sale deed thereof not produced for inspection of the Tamil Nadu Electricity Board within two months of the date of the drawal of the part of the advance for that purpose, or within such further time as the Sanctioning Authority may allow in this behalf or if the house is not purchased, and mortgaged within three months of the drawal of the advance or within further time as Sanctioning Authority may allow in this behalf or if the borrower fails to complete the construction of the said house, as herein before agreed, or if the borrower becomes insolvent or quits the service of the Tamil Nadu Electricity Board or dies, the amount of the advance together with interest accruing thereon, shall immediately become due and payable to the Tamil Nadu Electricity Board.

(8) Without prejudice to any other right of the Tamil Nadu Electricity Board in that behalf if any amount becomes refundable or payable by the borrower to the Tamil Nadu Electricity Board, the Tamil Nadu Electricity Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

The schedule above referred to

In witness whereof  
on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board have signed this agreement.

Signed by the borrower in the presence of

(Signature of the borrower)

First Witness

Address

Occupation

the office of

Chairman, Tamil Nadu Electricity Board.

Signed by Thiru

acting for and on behalf of and by the order and direction of the

in

#### FORM No. 6

#### FORM OF SUPPLEMENTAL AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADDITIONAL ADVANCE BY A TAMIL NADU ELECTRICITY BOARD EMPLOYEE

An agreement made this day of  
eighty Between son of

One thousand nine hundred and  
at present serving as

(hereinafter called "THE BORROWER" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives and administrators) of the one part and Chairman Tamil Nadu Electricity Board (hereinafter called "Tamil Nadu Electricity Board" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part;

WHEREAS THE borrower requires an additional advance of Rs  
(Rupees ) for completing the construction of house and the Board in  
dated the has sanctioned an  
additional advance of Rs (Rupees )  
to the borrower;

AND WHEREAS a deed of agreement was made on the  
one thousand nine hundred and eighty between the borrower and the TNEB under  
which a sum of Rs (Rupees ) was  
sanctioned to the Borrower as loan.

Now these presents witnesseth as follows :

1. The additional advance of Rs (Rupees ) should be  
repaid in instalments. Ist instalment at Rs  
and instalments at Rs each recoverable from the salary/leave salary of the  
Borrower for payable in  
onwards. The recovery of monthly instalments of original advance has already been effected from the  
pay bill of onwards i.e. eighteenth month after the date on which the  
first instalment of the advance is drawn by the Borrower.

2. Interest at the rate of per annum shall be charged on the additional advance of  
Rs (Rupees ) and the same will be recovered  
after the principal is fully recovered.

3. It is hereby agreed upon between the Borrower and the Tamil Nadu Electricity Board and  
declared that all the covenants, powers and provisions contained in the deed of agreement date the  
One thousand nine hundred and eighty  
shall operate and take effect in like manner for securing payment of the moneys hereby secured as if the  
same moneys had formed part of the moneys secured by the said principal deed;

IN WITNESS WHEREOF the borrower and the  
acting for and on behalf of and by the order and direction of the  
Chairman Tamil Nadu Electricity Board have signed this agreement.

SIGNATURE OF THE BORROWER.

Signed by the said Borrower in the presence of.

First Witness :  
Address :  
Occupation :  
Second Witness :  
Address :  
Occupation :

Signed by Thiru acting for and on behalf  
of and by the order and direction of the Chairman, Tamil Nadu Electricity Board in the presence of

First Witness :  
Address :  
Occupation :  
Second Witness :  
Address :  
Occupation :



## FORM No. 7

**Form of Supplemental Agreement to be executed at the time of Extension of service of the Board Employees who had drawn an Advance for Building etc., of Houses.**

An agreement made this day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_  
and between Thiru \_\_\_\_\_ son of \_\_\_\_\_ at present serving at \_\_\_\_\_  
(hereinafter called the Borrower which expression, shall unless excluded by  
or repugnant to the subject or context, include his heirs, executors, legal representatives and administ-  
rators,) of the one part and the Tamil Nadu Electricity Board (hereinafter called the Board which  
expression shall, unless excluded by or repugnant to the subject or context, include his successors in  
office and assigns) of other part.

Whereas a deed of agreement dated \_\_\_\_\_ (hereinafter referred to as the principal  
deed was entered into between the borrower and the Board under which a sum of Rs. \_\_\_\_\_ (Rupees  
) was sanctioned to the borrower as loan.

AND WHEREAS the mode of payment of the principal amount of the advance and the  
interest and the number and amount of line of instalments for repayment of the principal and interest  
were fixed on the basis that the age of superannuation was 55 years.

AND WHEREAS the age of superannuation of the borrower has been revised and the age of  
superannuation has been fixed as 58 years.

Now these presents witnesseth as follows :—

It is hereby agreed by and between the parties here to that in consideration of the revision of  
the age of superannuation as 58, the borrower hereby agrees with the Board to repay to the Board the  
balance of the original advance and interest as on the date of superannuation at the age of 55 during the  
revised date of superannuation at the age of 58 by monthly instalments as fixed by the Board/  
Sanctioning Authority by deduction from his pay and the borrower hereby authorises Sanctioning  
Authority to make such deductions from his monthly pay/leave salary bills.

In witness whereof Thiru \_\_\_\_\_ the borrower and  
\_\_\_\_\_ acting for and on behalf of and by the order and direction of the Tamil Nadu  
Electricity Board have signed this agreement:

Signature of the Borrower:

Signed by the said borrower in the presence of

First Witness :

Address :

Occupation :

Second Witness :

Address :

Occupation :

Signed by Thiru \_\_\_\_\_  
the order and direction of the Tamil Nadu Electricity Board.  
In presence of \_\_\_\_\_

acting for and on behalf of and by

Signature of

First Witness :

Address :

Occupation

Second Witness:

Address :

Occupation :

## FORM No. 8

Know ALL MEN BY THESE PRESENTS that we \_\_\_\_\_ and \_\_\_\_\_  
 of \_\_\_\_\_ are held and firm bound into the Tamil Nadu  
 Electricity Board in the sum of Rupees \_\_\_\_\_ to be paid to the Tamil Nadu Electricity  
 Board, a Board constituted by the Govt. of Tamil Nadu under the Elec. (Supply) Act, 1948 (Central  
 Act, IV of 1948) (hereinafter called the Board) its successors or assigns or its certain attorney or  
 attorneys for which payment to be well and truly to be made we bind ourselves and each of us our and  
 each of our heirs executors administrators and legal representatives firmly by these presents.

WHEREAS the above bounden \_\_\_\_\_ who \_\_\_\_\_ at present holds the  
 Office of \_\_\_\_\_ applied to the Tamil Nadu Electricity Board for the grant to him  
 of an advance of Rupees \_\_\_\_\_ for the purpose of purchasing

AND WHEREAS the Tamil Nadu Electricity, Board has agreed to  
 sanction such advance upon the said and the above bounden \_\_\_\_\_ surety entering into a bond in the  
 above mentioned sum of Rupees \_\_\_\_\_ with such conditions

as is hereunder written for the due and punctual repayment by the said  
 of the several instalment of the principal sum and interest thereon as and when they fall due and for the  
 observance and performance by the said \_\_\_\_\_ of the several conditions and covenants  
 laid down in the Rules Regulating the grant of advances to the employees of the Tamil Nadu Electricity  
 Board for construction etc., of houses issued in the B. P. Ms. No. 2730, dt. 14-11-62 as subsequently  
 amended, or any modifications thereof relative to the above said advance. Now the above written  
 bond is conditioned to be void in either of the cases following:—

1. If the said \_\_\_\_\_ his heirs, executors,  
 administrators or legal representatives shall from time to time and at all times hereafter well and truly  
 pay or cause to be paid to the Tamil Nadu Electricity Board all such sums of moneys as shall from time  
 to time become due and owing to the Tamil Nadu Electricity Board from the said \_\_\_\_\_  
 in respect of the advance above mentioned as and when such sum of \_\_\_\_\_  
 sums of money shall respectively become due and payable.

2. If the said \_\_\_\_\_ shall at any time or times hereafter make default in payment  
 of any such sum or sums of money as aforesaid and the said or his heirs executors, administrators or legal  
 representatives shall within the space of one calendar month after receiving notice in writing of such  
 default and of the amount thereof from the T. N. E. B. well and truly pay or cause to be paid to the  
 T.N.E.B. the sum of money stated in the said notice to be and being the amount of the said default.

3. This security will become null and void on completion of the house/mortgaging the acquired  
 house/flat as per terms and conditions of the agreement executed by the above said.

Signed, sealed and delivered by the said \_\_\_\_\_

in the presence of \_\_\_\_\_

Signed, sealed and delivered by the said \_\_\_\_\_

(surety) in the presence of \_\_\_\_\_

## FORM No. 9

THIS DEED OF MORTGAGE EXECUTED AT \_\_\_\_\_  
 on this the day of \_\_\_\_\_ 19\_\_\_\_—by \_\_\_\_\_ son of \_\_\_\_\_ aged \_\_\_\_\_  
 about \_\_\_\_\_ years, residing at No. \_\_\_\_\_  
 Hereafter called the 'MORTGAGEOR' in favour of the Tamil Nadu Elec. Board represented by its  
 Sanctioning Authority, having its office at No. \_\_\_\_\_ Hereinafter called the 'MORTGAGEE' the  
 terms Mortgage and Mortgagee shall mean and include the respective heirs, executors, administrators,  
 assigns and successors in office as the case may be witnesseth:—

By a simple Mortgage dated \_\_\_\_\_ registered as Document No. \_\_\_\_\_ the Mortgageor  
 herein has mortgaged the property viz. No. \_\_\_\_\_ street, Town \_\_\_\_\_ etc. more fully and particularly  
 described in the Schedule hereunder in order to secure the payment of a sum of Rs. \_\_\_\_\_ loaned  
 to the Mortgageor by the Mortgagee with interest thereon at the rate of \_\_\_\_\_

In respect of the said mortgage, the Mortgagor has paid the following amounts or has not paid any amount whatsoever (whichever is required may be retained and the rest may be deleted),

Now the mortgagor has applied to the Mortgagee for the payment of further loan on the same property on the same conditions mentioned in the said first mortgage.

#### NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the sum of Rs. \_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee the receipt of which sum the Mortgagor hereby acknowledges, in respect of the Construction of the Schedule mentioned property the Mortgagor hereby covenants with the Mortgagee as follows:

(a) That the Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_ by way of deduction from and out of the salary as per the recitals contained in the first mortgage.

(b) In all other respects the conditions of this mortgage shall be as detailed with particulars contained in the prior mortgage.

#### SCHEDULE

IN WITNESS WHEREOF the mortgagor has set his hand hereunto on the day Month and the year first above written in the presence of

Signed delivered in the  
presence of witnesses :

Mortgagor

- 1.
- 2.

#### FORM No. 10

**Form of joint option and undertaking to be exercised by the husband and wife for the drawal and disbursement of a combined House Building Advance to either of them and for the recovery of the Advance :—**

We \_\_\_\_\_ (name of the husband)  
(his designation) and his spouse \_\_\_\_\_ (Name of wife)  
(her designation) hereby jointly exercise the following option, namely :—

that the combined House Building Advance which will be sanctioned to us under the Rules regulating the grant of House Building Advance to Tamil Nadu Electricity Board's employees may be drawn and disbursed to Thiru/Tmt. \_\_\_\_\_ and that it may be recovered from him/her in such manner as may be stipulated in the sanction orders and also in the joint agreement and joint mortgage deed to be executed by us.

We hereby undertake that we both shall be jointly as well severally liable to repay the advance in full even though the recovery has to be made from one of us as per our above option and as per the orders sanctioning the advance, that this liability shall remain even under any unforeseen contingencies in our life like divorce, death, etc., that upon such contingencies the Board may pass such revised orders as may be deemed fit by them for the recovery of the advance from either of us or from both of us jointly, and, that such revised orders of the TNEB will be binding on us.

Dated \_\_\_\_\_ the of \_\_\_\_\_ 198

1.

Signature of the husband and his designation.

In the presence of witness :—

2.

Signature of the wife and her designation.

In the presence of witness :

**FORM No. 11**

Thiru

Office

Date of retirement

1. Name and designation of the Board servant and his permanent address
2. No. and date of the Bd's order sanctioning the advance
3. No. and date of the order according formal sanction of the advance
4. Amount of advance and the No. of instalment in which it has to be paid
5. (i) No. and date of the order authorising the payment of the 1st instalment  
Actual date of payment
- (ii) Actual date of 2nd instalment  
Actual date of payment
- (iii) Actual date of 3rd instalment  
Actual date of payment
- (iv) Actual date of 4th instalment  
Actual date of payment
6. Rate of interest to be charged
7. No. of instalments in which the advance and the interest to be recovered
8. Due date for the commencement of the recovery

B.P. Ms. No.

Memo. No.

Three/Four

Serial No.

Year

Monthly rate of recovery

April

May

June

July

August

September

October

November

December

January

February

March

Total recovery during the year Balance of principal due at the end of the year c/f.  
Progressive total amount interest accrued upto the end of the Financial Year:

Remarks

Form No. 12

**Form of Mortgage deed to be executed for construction of House on the land owned by spouse of the Board Employee.**

**Mortgage deed for Rs.**

THIS DEED OF MORTGAGE made on the \_\_\_\_\_ day of \_\_\_\_\_ 198  
(One thousand nine hundred and eighty BETWEEN Thiru  
residing at (party of the FIRST PART) AND Thiru/Tmty  
son of/Daughter of \_\_\_\_\_ residing at \_\_\_\_\_  
(Party of the SECOND PART) who is employed as \_\_\_\_\_ in the office of the  
(hereinafter called the "Mortgagors" which expression shall unless  
excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal  
representatives and assigns) and the Chairman, Tamil Nadu Electricity Board (hereinafter called the  
"Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include  
his successors in office and assigns) Party of the THIRD PART.

WHEREAS THE party of the First Part is the absolute and sole owner and is seized and possessed  
or otherwise well and sufficiently entitled to the land and building hereinafter more particularly and fully  
described in the Schedule hereunder written and for greater clearance delineated on the Plan annexed  
hereto and thereon shown with the boundaries thereof coloured RED and expressed be hereby conveyed,  
transferred and assured (hereinafter referred to as "the said mortgaged property").

AND WHEREAS Party of the First Part has agreed and given an undertaking to make avail-  
able the above-said plot of land for construction of a dwelling house by availing a house building advance  
by her husband/wife who is the party of the second part from the Mortgagee and has also given  
necessary undertaking to abide by the rules and regulations of the Mortgagee to avail the said house  
building advance and in respect of its repayment to the mortgagee for the due repayment of the said  
advance AND WHEREAS the Mortgagors have applied to the Mortgagee for an advance of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the purpose of enabling the  
Mortgagors to construct a house on the said hereditaments;

AND WHEREAS the Mortgagee agree to advance to the Mortgagors the said sum of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on certain terms and  
conditions;

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should  
secure the repayment of the said advance and due observance of all the terms and conditions contained  
in the 'Rules to regulate the grant of advance to T.N.E. Board employees for building etc. of Houses'  
issued by the Tamil Nadu Electricity Board with its Proceedings Ms. No. 2730, dated 14-11-62  
(hereinafter referred to as the "said Rules which expression shall, where the context so admits include  
any amendment thereof or addition thereto for the time being in force) by a Mortgage of the property  
described in the Schedule hereunder written;

AND WHICH RULES are hereby agreed to form part and parcel of these presents;

AND WHEREAS the Mortgagee has sanctioned to the Mortgagor an advance of Rs.  
(Rupees \_\_\_\_\_ only) payable by such instalments and in the manner  
as hereinafter appearing;

AND WHEREAS the Mortgagors have already received Rs \_\_\_\_\_ (Rupees  
only) on \_\_\_\_\_ from the Mortgagee being the first instalment on  
execution of the agreement and surety bond;

AND WHEREAS the Mortgagors are to receive from the Mortgagee the balance of the  
aforesaid advance in the following manner and instalments;

Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the  
second instalment to be received on the execution of this Deed by the Mortgagors in favour of the  
Mortgagee, and when the construction of House reaches Plinth level.

Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the third  
and final instalment when the construction of the house reaches roof level provided the Mortgagee is  
satisfied that the development of the area in which the house is built is complete in respect of amenities  
such as water supply, street lighting, roads, drainage and Sewage.

NOW THIS DEED WITNESSETH AS FOLLOWS :

(i) In pursuance of the said rules and in consideration of the said rules and in consideration of the said advance sanctioned by the Mortgagee to the Mortgagors, and Mortgagors doth hereby covenant with the Mortgagee that Mortgagors shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the Mortgagee the said advance of Rs (Rupees

only) by equal monthly instalment of Rs (Rupees

only) at the rate of one third of pay and D.A. subject to upward revision during the currency of the loan in order that no part of the loan and the interest thereon is outstanding after retirement each from the pay of the party of the Second Part of the Mortgagors commencing from the month following the completion of the house or the eighteenth month from the date of drawal of first instalment of advance whichever is earlier and the Mortgagors hereby authorises the Mortgagee to make deduction from the monthly pay, leave salary of the amount of such instalments and the Mortgagors shall after paying the full amount of the advance also pay interest thereon in monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of house building advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any, specified part of the death-cum-retirement gratuity that may be sanctioned to the party of the Second Part of the Mortgagors. In case of default in payment of instalments or part thereof the entire advance with the interest accrued shall at once become due and payable provided that the Mortgagors shall repay the entire advance with interest in full before the date of the retirement from service of the party of the Second Part, failing which the Mortgagee shall be entitled to enforce this Mortgage at any time and recover the balance of the advance then due together with interest and costs, recovery by sale of said mortgaged property which shall mean and include the building to be constructed on the vacant land more particularly described in the schedule hereunder or in such other manner as may be permissible under the law, it will however, be open to the Mortgagors to repay the outstanding amount in a shorter period.

(ii) If the mortgagors shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagors shall become insolvent (or shall cease to be in service for any reason) or he dies before repayment of advance in full or if the Mortgagor, shall fail to observe on their part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Mortgagee with interest thereon at the rate of % upto Rs and % for Rs or prevalent at the time of drawal of the 1st instalment of advance calculated from the date of the payment by the Mortgagee to the Mortgagors of the first instalment of the said advance;

(iii) In pursuance of the said rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagors doth hereby grant, convey, transfer, assign and assure unto the Mortgagee all and singular the said mortgaged property more particularly and fully described in the Schedule hereunder written together with building erected or to be erected by the Mortgagors on the mortgaged property or materials for the time being thereon with all rights easements and appurtenances to the said mortgaged property or any of them belonging to hold the said mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely for ever free from all encumbrances subject nevertheless to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared by and between the parties hereto that if the Mortgagors shall duly pay to the Mortgagee the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the Mortgagors to the Mortgagee under the terms and conditions of the said rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the Mortgagors reconvey, retransfer and reassure the said mortgaged property unto and to the Mortgagors or as they may direct;

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the Mortgagors of the covenants on their part herein contained or if the Mortgagors, shall become insolvents or if the Part of the Second Part shall cease to be in service for any reason or if he dies before all the dues payable to the Mortgagee under these presents, to either with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise than and in any of such case it shall be lawful for the Mortgagee to sell the said mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the mortgagee shall think fit

and it is hereby declared that the receipt of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and it is hereby declared that the Mortgagee shall hold the moneys to arise from any Sale in pursuance of the aforesaid power upon Trust in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfactions of the moneys owing on security of these presents and the balance if any to be paid to the Mortgagors;

(v) The Mortgagors hereby covenant with the Mortgagee as follows :—

A. That the Mortgagors now hath in their good right, title and interest and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and the use of the Mortgagee the manner aforesaid.

B. That the Mortgagors shall carry out the construction of the House exactly in accordance with the approved plan and specification on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagors shall certify when applying for instalments of advance admissible at the plinth level/roof level that the construction is being carried out in accordance with the plan and estimates furnished by them to the Mortgagee that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the House. They will allow the mortgagee to carry out either by himself or through his representative and inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagors they shall be liable to repay to the Mortgagee forthwith the entire advance received by them and further shall also be liable to such disciplinary action against the party of the Second Part as may be permissible under the rules of service as is applicable to Mortgagors;

C That the Mortgagors shall complete the construction of the house within eighteen months from the date of drawal of first instalment of advance is paid to the Mortgagors unless an extension of time is allowed in writing by the Mortgagee. In case of default, the Mortgagors shall be liable to repay forthwith the entire amount advanced to them together with interest calculated under the said rules in one lumpsum, The Mortgagors shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the amount of advance has been utilised for the purpose for which it was sanctioned.

D. That the Mortgagors should insure the house constructed out of the advance sanctioned by the Board against fire, cyclone and flood for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of the construction of the house. In the case of failure to insure the building or to pay the premium the Mortgagors agree to the deduction by the Pay disbursing officer of amount equal to the cost of taking out a policy or for keeping it alive, as the cases may be from the pay of the party of the Second part and its remittance to the insurance Company.

E. That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.

F. That the Mortgagors shall afford full facility to the Mortgagee for carrying out inspection after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full ;

G. That the Mortgagors shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose of the mortgaged property ;

H. In case of any breach by the Mortgagors of any of the conditions for the grant of the loan, the entire advance with the interest accrued shall at once become due and payable.

## SCHEDULE OF THE PROPERTY

of \_\_\_\_\_ Vacant land \_\_\_\_\_ Village, bearing Paimash No. \_\_\_\_\_ in the total extent  
 the building \_\_\_\_\_ cents, extent sold \_\_\_\_\_ ground \_\_\_\_\_ sq. ft. bearing plot No. \_\_\_\_\_ with  
 West by \_\_\_\_\_ North by \_\_\_\_\_ South by \_\_\_\_\_  
 measuring \_\_\_\_\_ feet by \_\_\_\_\_ feet in the registration  
 Sub-District of \_\_\_\_\_  
 The market value of the property as per the \_\_\_\_\_ Executants assessment is Rs. \_\_\_\_\_  
 (Rupees \_\_\_\_\_ only)

IN WITNESS WHEREOF Thiru/Tmt. \_\_\_\_\_ and the applicant Thiru/Tmt. \_\_\_\_\_  
 Thiru/Tmt. \_\_\_\_\_ the Mortgagors have hereunto set their hands and Thiru/Tmt. \_\_\_\_\_  
 on behalf of and by order and direction of the Chairman, Tamil Nadu Electricity Board have hereunto  
 set his hand the day month and the year first above Written.

W/o. H/o.

for and

Signature of the Mortgagors  
 Party of the First part.

Witnesses :

(1)

(2)

Signed by Thiru

Signature of the party of  
 the Second Part.

Tamil Nadu Electricity Board,

Chairman, Tamil Nadu Electricity Board. acting for and on behalf of and by the order and direction of the

Signature of the Mortgagee.

Witnesses :

(1)

(2)

**FORM No. 13**

**Form of Agreement to be executed at the time of drawing an advance by Tamil Nadu Electricity Board employees for the purchase of newly built flat from private parties.**

AN AGREEMENT MADE THIS  
 BETWEEN Thiru \_\_\_\_\_

day of One Thousand Nine Hundred and  
 son of \_\_\_\_\_

at present serving as \_\_\_\_\_ (hereinafter called "The Borrower" which expression shall  
 unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives  
 and administrators) of the ONE PART AND the Chairman, Tamil Nadu Electricity Board (hereinafter)  
 called "The Board" which expression shall unless excluded by or repugnant to the subject or context  
 include his successors in office and assigns) OF THE OTHER PART.

WHEREAS the borrower has entered into an agreement for the purchase of a ready built flat  
 (hereinafter referred to as the 'Property') from Thiru \_\_\_\_\_ (hereinafter called the Vendor)  
 situated at \_\_\_\_\_ and more particularly and fully described in the Schedule hereunder at  
 a cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

AND WHEREAS the borrower has under the provisions of the rules framed by the Tamil Nadu  
 Electricity Board to regulate the grant of advances to the Tamil Nadu Electricity Board employees for  
 building etc. of houses (hereinafter referred to as the said rules which expression shall, where the context  
 so admits, include any amendment there of or addition there to for the time being in force) applied to the  
 Tamil Nadu Electricity Board for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
 for the purpose of purchasing the said property.

AND WHEREAS THE Board has sanctioned an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)  
 ) to the borrower, which the borrower here by acknowledges vide the proceedings of Tamil  
 Nadu Electricity Board Ms. No. \_\_\_\_\_ dt. \_\_\_\_\_ a copy of which is annexed to these presents,  
 for the purpose aforesaid on the terms and conditions set forth in this agreement.

NOW IT IS HEREBY AGREED TO BETWEEN THE PARTIES hereto that in consideration of  
 the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid/ to be paid by the Board to the  
 borrower, the borrower hereby agrees with the Board as follows :—

(1) To repay to the Board the said amount with interest calculated in accordance with the  
 said rules for the time being in force in \_\_\_\_\_ monthly instalments of rupees \_\_\_\_\_ each and for the  
 deduction from his pay the instalment or instalments from the month of \_\_\_\_\_  
 nineteen hundred and \_\_\_\_\_ and the borrower, here by authorises the Board  
 to made such deductions from his monthly pay/leave salary bills and to recover the balance of House



Building Advance with interest outstanding at the time of retirement or death where death precedes retirement from the whole or any specific part of the death-cum-retirement gratuity that may be sanctioned to the borrower.

(2) Within two months from the date of receipt of the aforesaid amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or within such further time as the Sanctioning Authority for House Building Advance may allow in this behalf, to spend the aforesaid amount in the purchase of the property and to produce for inspection of the Board the sale deed in respect thereof, failing which the borrower shall be liable to refund forthwith the entire amount to the Board together with interest thereon.

(3) If the actual amount paid for the purchase of the property is less than the amount received under these presents, the borrower shall refund the difference to the Board forth with;

(4) To execute a document mortgaging the said property to the Board as security for the amount advanced to the borrower under these presents as also for the interest payable on the said amount in the form provided by the said rules within a period of three months from the date of receipt of the aforesaid amount;

(5) (a) That the borrower solemnly assures and states that the rights and interests whatever acquired by the borrower under the sale agreement shall stand forthwith transferred in favour of the Board and when the mortgage is executed by the borrower such rights and interests shall form part of the security offered in favour of the Board;

(b) That the borrower further assures and undertakes that he shall not commit any default of any of the terms and conditions of the sale agreement and that if the Board to safeguard its interests, choose at any time to comply with any of these terms and conditions, the Board shall have the right to do so and that the borrower shall compensate accordingly to the Board;

(6) To insure with the United India Fire and General Insurance Company or any other agency that may be prescribed by the Board from time to time the property purchased out of the aforesaid advance sanctioned by the Board against any risk of fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after the purchase of the property. In case of failure to insure the said property or to pay the premium, the borrower agrees for the deduction by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive, as the case may be, from his pay and its remittance to the concerned Insurance Company.

(7) AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the property is not purchased and the sale deed thereof is not produced for inspection of the Board within two months from the date of the receipt of the advance amount for the purpose, or within such further time as the Sanctioning Authority may allow in this behalf or if the property is not purchased, and mortgaged within three months of the drawal of the advance or within further time as the authority next higher to the Sanctioning Authority may allow in this behalf as herein before agreed, or if the borrower becomes insolvent or quits the service of the Board or dies, the advance amount together with interest accruing thereon, shall immediately become due and payable to the Board;

8. Without prejudice to any other right of the Board in that behalf if any amount becomes refundable or payable by the borrower to the Board, the Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

#### SCHEDULE

IN WITNESS WHEREOF THIRU \_\_\_\_\_ the borrower hereto and Thiru \_\_\_\_\_ acting for and on behalf of and by the order and direction of the Board have signed this deed on the day, month and year first hereinbefore mentioned.

Signed by the Party of the  
First Part.

In the presence of Witnesses :

- (1)
- (2)

Signed by the Party of the  
Second Part.

In the presence of Witnesses :

- (1)
- (2)

## FORM No. 14

**Form of Mortgage deed to be Executed for the Purchase of  
Newly Built Flat From Private Party**

THIS INDENTURE MADE THIS \_\_\_\_\_ day of One thousand nine hundred and \_\_\_\_\_ BETWEEN Thiru \_\_\_\_\_ aged about \_\_\_\_\_ son of \_\_\_\_\_ residing at \_\_\_\_\_ at present employed as \_\_\_\_\_ in the office of \_\_\_\_\_ (hereinafter called 'THE MORTGAGOR' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives, administrators and assigns) of the ONE PART AND THE Chairman Tamil Nadu Electricity Board (Hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context included his successors in office and assigns) of the OTHER PART.

WHEREAS the Mortgagor has entered into an agreement for the purchase of a ready built flat (hereinafter referred to as the Property) from Thiru \_\_\_\_\_ (hereinafter called the Vendor) situated at \_\_\_\_\_ and more particularly and fully described in the Schedule hereunder from the Vendor at a cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

AND WHEREAS THE MORTGAGOR has applied to the Mortgagee for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the purpose of enabling him to purchase the said property from the Vendor.

AND WHEREAS the Mortgagee has agreed to advance to the Mortgagor the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) subject to the terms and conditions hereinafter contained and subject to the rules for the time being in force regulating the grant of advance to the employees of the Tamil Nadu Electricity Board for building of houses etc. issued by the Tamil Nadu Electricity Board in their Proceedings No. 2730 dated the 14th November, 1962 (hereinafter referred to as the 'said rules') as amended or modified from time to time;

AND WHEREAS the grant of the aforesaid advance is mainly subject to the conditions that the Mortgagor should secure the repayment of the said advance by Mortgaging the property to the Mortgagee and that the Mortgagor should observe all the terms and conditions contained in the said rules for the time being in force

AND WHEREAS THE Mortgagee has sanctioned to the Mortgagor an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the Mortgagor hereby acknowledges the receipt of the said amount from the Mortgagee:

**Now This Indenture Witnesseth As Follows**

In pursuance of the said rules and in \_\_\_\_\_ consideration of the said advance paid by the Mortgagee to the Mortgagor, the Mortgagor doth hereby covenant with the Mortgagee that he shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the Mortgagee the said advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in (Specify the No. of instalment) equal monthly instalments of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from the pay of the Mortgagor commencing from the month of \_\_\_\_\_ (Specify the month and year etc.) and the mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary the amount of such instalment and the Mortgagor shall, after paying the full amount of the advance, also pay interest thereon in monthly instalments in the manner specified in the said rules. The Mortgagee shall be entitled to recover the balance of the house building advance with interest outstanding at the time of retirement/cessation of employment due to death prior to retirement, from the whole or any specified part of the Death-Cum-Retirement Gratuity that may be sanctioned to the Mortgagor. In case of default in payment of even one instalment or part thereof, the entire advance together with interest accrued shall at once become due and payable and the Mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery, by sale of the mortgaged property or in such other manner as may be permissible under the law. It shall however, be open to the Mortgagor to repay the outstanding amount in a shorter period;

(2) If the Mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before repayment of the advance in full, or if the Mortgagor shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules, then the whole of the principal

amount of the advance or so much thereof as shall then remain due and unpaid, shall become payable forthwith to the Mortgagee together with Interest thereon at the rate prevalent at the time of drawal of advance calculated from the date of the payment of the advance by the Mortgagor to the Mortgagee.

(3) In pursuance of the said rules and in consideration of the aforesaid advance and to secure repayment of the aforesaid advance and interest as may at any time hereinafter be due to the Mortgagee under the terms of these presents, the Mortgagor doth hereby demise unto the Mortgagee the said property more particularly and fully described in the Schedule hereunder (hereinafter referred to as the mortgaged property) or materials for the time being thereon with all rights, easements and appurtenance to the said mortgaged property subject however to the covenants and the conditions specified in the sale deed entered into by the Mortgagor with the Vendor and subject to the right of redemption as hereinafter contained; provided always and it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly repay to the Mortgagee the said advance and interest hereby secured in the manner herein provided and also the other moneys, (if any), determined to be payable by the Mortgagor to the Mortgagee under the terms and conditions of the said rules, then the Mortgagee shall at any time thereafter upon the request and at the cost of the Mortgagor reconvey, retransfer and reassure the said mortgaged property to the Mortgagor;

(4) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenant herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before all the dues payable to the Mortgagee under these presents together with interest thereon are fully paid or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise, then it shall be lawful for the Mortgagee to sell the mortgaged property or any part thereof either together or in parcels, either through public auction or through private negotiation with power to buy or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurance for effecting any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt issued by the Mortgagee for the money received by them from the sale of the premises or any part thereof shall be sufficient proof that the purchaser has discharged his liability, if any, in the matter of payment of sale price to the Mortgagor, who is the owner of the premises and it is hereby declared that the Mortgagee shall hold the money received by him through such sale in trust and firstly pay all the expenses incurred in connection with such sale, secondly, pay towards the satisfaction of the security of these presents and thirdly pay the balance, if any, to the Mortgagor;

(5) The Mortgagor hereby covenants with the Mortgagee as follows:

(a) that the Mortgagor has good right and lawful authority to grant, transfer, assign and assure the mortgaged property to the Mortgagee in the manner aforesaid;

(b) that the Mortgagor shall maintain the mortgaged property in good condition at his own cost and shall pay all the municipal and other local rates and taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to that effect;

(c) that the Mortgagor shall insure the mortgaged property purchased out of the advance sanctioned by the Mortgagee against fire, flood or cyclone for an amount not less than the actual amount of advance taken from the Mortgagee within a period of three months, after; the purchase of the mortgaged property. In the case of failure to insure the mortgaged property or to pay the premium, the Mortgagor shall agree to the deduction from his pay by the pay disbursing officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, and to the remittance of the same to the Insurance Company.

(d) that the Mortgagor shall afford full facility to the Mortgagee for carrying out inspection after acquisition of the mortgaged property to ensure that it is maintained in good condition until the advance is repaid in full;

(e) that the Mortgagor solemnly assures and states that the rights and interests whatever acquired under the sale deed shall stand forthwith transferred in favour of the Mortgagee and such rights and interests shall form part of the security offered under the Mortgage Deed;

(f) that the Mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the sale deed;

(g) that the Mortgagor shall, so long as any money shall remain due on the security of the said mortgaged property, duly observe all the covenants of the sale deed and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of non-payment of the said dues or breach, non-performance or non-observance of the covenants, conditions or any of them;

(h) that the Mortgagor shall not during the continuance of these presents, charges, encumber, alienate or otherwise dispose of the mortgaged property;

(i) that in case of any breach by the Mortgagor of any of the conditions for the grant of the advance, the entire advance together with the interest accrued thereon shall at once become due and payable.

### SCHEDULE

(herein specify the particulars of the property)

IN WITNESS WHEREOF Thiru  
the Mortgagor has hereunto set his hand and Thiru  
acting for and on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and year first above written.

In the presence of

Signature of the Mortgagor.

Witnesses :

(1)

(2)

In the presence of

Signature of the Mortgagee.

Witnesses :

(1)

(2)

**APPLICATION FORM FOR THE GRANT OF ADVANCE TO BOARD EMPLOYEES  
FOR THE BUILDING ETC. OF HOUSE**

(Revised form of Application in lieu of the form at pp. 12—15 Ante)

1. (a) Name in BLOCK LETTERS :
- (b) Designation :
- (c) Scale of Pay :
- (d) Present pay including dearness allowance but excluding other allowance :
2. (a) Department and office in which employed. :
- (b) Station where posted :
3. **Please State :—**
  - (a) Whether you are a permanent or non-permanent Tamil Nadu Electricity Board Employee and the length of service rendered under the Tamil Nadu Electricity Board. :
  - (b) Your permanent post if any, and the name of office and department concerned. :
  - (c) Date of birth :
  - Age :
  - Next birth day :
  - (d) Date of retirement :
  - (e) Is your wife/husband a Tamil Nadu Electricity Board Employee? If so, give her/his name, designation etc. :
4. Do you or does your wife/husband, minor child already own a house? [See rule 2 (b)] If so, please state. :
  - (a) Station where it is situated. :
  - (b) Floor area (in Square metre). :
  - (c) Its approximate valuation. :
  - (d) Reasons for desiring to own another house :
5. (a) Do you require the Advance for purchase of a plot and building a new house thereon? If so, please indicate :— :
  - (i) When and how do you propose to acquire the plot? :
  - (ii) Name of the City or Town where it is situated. :
  - (iii) Whether you wish to settle there after retirement? :

- (iv) Name of the Municipal or any other Local Authority (if any) in whose jurisdiction it is located. :
- (v) Area of the plot in Sq. metres. :
- (vi) Cost of the land. :
- (vii) Approximate floor area of house proposed to be constructed. (in Sq. mtrs.) :
- (viii) Cost of the building. :
- (ix) Total. :
- (x) Amount of Advance required. :
- (xi) No. of years in which the advance with interest is proposed to be repaid. :

Note : The approved lay-out should accompany the application. The detailed estimates and plan duly approved by the local authority should be produced at the appropriate stage (viz.) after drawal of 1st instalment and before drawal of 2nd instalment intended for construction. :

- (b) Do you require the Advance for building a new house? If so, please indicate:— :
- (i) Whether you are already in possession of land? :
- (ii) Name of the City or Town where it is situated. :
- (iii) Whether you wish to settle there after retirement? :
- (iv) Name of the Municipal or any Local Authority (if any) in whose jurisdiction it is located. :
- (v) Area of the plot in Sq. mtrs. :
- (vi) Floor area of the house proposed to be constructed. (in Sq. mtrs.) :
- (vii) Estimate Cost. :
- (viii) Amount of Advance required. :
- (ix) No. of years in which the advance with interest is proposed to be repaid. :

Note : Specifications, estimates and plan duly approved by the Local Authority concerned should accompany the application. :

- 6. Do you require the advance for enlarging living accommodation in an existing house? If so, please State. .:
- (a) Number of rooms in the house (excluding lavatory, bath room and kitchen) :

- (b) Total floor area of the rooms (in square metre) :
- (c) If an additional storey is proposed to be added, is the foundation strong enough? :
- (d) **Particulars of additions desired**
  - (i) Number of rooms. :
  - (ii) Floor area (in square metre). :
  - (iii) Estimated cost. :
  - (iv) Amount of advance desired. :
  - (v) Number of years in which the advance with interest is proposed to be repaid. :

**Note:** A plan of the house should accompany the application.

- 7. Do you require the advance for purchasing a ready-built house?  
If so, please state :
- (a) Exact location of the house. :
- (b) Floor area of the house (in square metre) :
- (c) Plinth area of the house (in square metre). :
- (d) Approximate age of the house. :
- (e) Municipal valuation of the house. :
- (f) Name and address of the owner. :
- (g) Approximate price expected to be paid. :
- (h) Amount of advance required. :
- (i) No. of years in which the advance with interest is proposed to be repaid. :
- (j) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house. :

**Note:** A plan of the house should accompany the application.

- 8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold.  
If lease hold please state :
- (a) The term of the lease. :
- (b) How much of the term has already expired. :
- (c) Whether conditions of the lease permit the land being mortgaged to T.N.E.Bd. :

- (d) Premium paid for the plot. :
- (e) Annual rent of the plot. :

**Note:** A copy of the lease-cum-sale deed should accompany the application.

9. (a) Is your title to land/house undisputed and free from encumbrances? :
  - (b) Can you produce, if required original documents (sale or lease deed) in support of your title? If not state/ reasons therefor indicating what other documents or proof, if any, can you furnish in support of your title (See items 5 (b) and 6 above) :
  - (c) Does the locality, in which the plot of land/house is situated possess essential services like roads, water supply, drainage, sewages, street lighting etc. (please furnish a site plan with complete address). :
  - (d) Whether previous sanction of the prescribed authority has been obtained or whether any application has been made for obtaining such previous sanction in respect of the proposed construction of the house/ purchase of house/plots, as such prior sanction is necessary under the T. N. E. Board employees conduct Regulations. :
10. Is Rule 5(3) (b) applicable to your case? If so, state :— :
  - (a) The name and designation scale of pay, Office, Department etc. of the permanent servant. :
  - (b) The date on which the proposed surety is due to attain the age 58 years. :
11. If the advance applied for is required for the purchase of a ready built house or partly for the purchase of plot and partly for the construction of a house thereon, is there any relationship between you and the vendor of the ready built house/plot? If so, the exact relationship may be indicated. :

I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

I have read the Rules regulating the grant of advances to the employees of the Board for building etc. of houses and agree to abide by them and the terms and conditions stipulated therein.

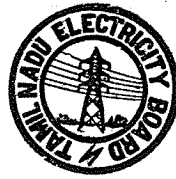
I certify that

- (i) My wife/husband is not a T.N.E. Board employee and not obtained any advance.
- (ii) neither I nor my wife/husband has applied for and obtained an advance or loan from any other source for the acquisition of a house.
- (iii) that the house proposed to be purchased/constructed/enlarged is required for my bonafide personal use.
- (iv) that the construction of the house for which the advance has been applied for has not yet been commenced.
- (v) I do not own any house either in my name or in the name of my wife or in the name of any of my minor children.
- (vi) The construction of the house for which the advance has been applied for has not yet been commenced/has already been commenced and come upto basement level/plinth level/roof level.

STATION :  
DATED :

SIGNATURE OF THE APPLICANT





# **TAMIL NADU ELECTRICITY BOARD**

## **IMPORTANT GUIDELINES AND BOARD ORDERS FOR SANCTIONING OF HOUSE BUILDING ADVANCE TO BOARD EMPLOYEES**

# CONTENTS

Sl. No.	No. & Date of the order	Subject	Pages
(1)	(2)	(3)	(4)
1.	Memo. No. 23582—E2/86—17, (S. B.) dated 27—3—1987	Loans and Advances—House Building Advance—Employees who die in harness—Recovery of House Building Advance outstanding Special Family Benefit Fund—Head of Account—Orders—Issued.	1
2.	Memo. No. 23582—E2/86—18, (S. B.) dated 27—3—1987	Loans and Advances—House Building Advance—Employees who die in harness—Recovery of outstanding House Building Advance Special Family Benefit Fund—Format for adjustment of outstanding—Forwarded.	2
3.	Memo. No. 18712—E2/87—1, (S. B.) dated 7—4—1987	Loans and Advances—Book-let of Rules to Regulate the grant of Advances to Tamil Nadu Electricity Board Employees for Building etc., of Houses—Corrected upto October, 1986—Erratum—Issued.	4
4.	Memo. No. 23582—E2/86—19, (S. B.) dated 13—4—1987	Loans and Advances—House Building Advance—Employees who die in harness Recovery of House Building Advance outstanding—Special Family Benefit Fund—Clarification issued by the Government—Communicated.	5
5.	B. P. Ms. (FB) No. 39, (S. B.) dated 6—5—1987	Loans and Advances—House Building Advance—Sanction of House Building Advance for purchase of Ready Built House/Flat from Tamil Nadu Housing Board allotted under hire purchase scheme—Cases where one or more hire purchase instalment is paid—Sanction of House Building Advance to the employees of Board—Orders—Issued.	8
6.	Memo. (Per.) No. 75646—P2/86—7, (S. B.) dated 15—7—1987	Tamil Nadu Electricity Board Employees' Conduct Regulations—Permission sought for construction of a house by availing loan from a Co-operative Housing Society by an employee who has already availed the Board's House Building Advance—Clarification—Issued.	9
7.	Memo. No. 37701—E2/87—1, (S. B.) dated 28—7—1987	Loans and Advances—House Building Advance—Purchase of Ready Built House from private parties—Sanction of advance—Instructions—Issued.	10
8.	Memo. No. 33548—E1/87—4, (S. B.) dated 1—8—1987	Loans and Advances—House Building Advance—Sanction of Advance to the employees of the Board for purchase of Plot and construction of house thereon—Documents to be submitted with the applications.	11
9.	Memo. (Per.) No. 8371—E2/87—5, (S. B.) dated 14—8—1987	Loans and Advances—House Building Advance—Construction of Compound Wall—Approval of the Plan by the Local Authority—Instructions—Issued.	12

(1)	(2)	(3)	(4)
10.	Memo. No. 66762—E2/86—9, (S. B.) dated 24—8—1987	Loans and Advances—House Building Advance— Deviations in construction of House—Constructed with House Building Advance—Producing of revised plan—Clarification raised—Further instructions—Issued.	13
11.	Memo. (Per.) No. 41486—E2/87—1, (S. B.) dt. 25—8—1987	Loans and Advances—House Building Advance— Purchase of ready Built house/flats allotted by the Madras Metropolitan and Development Authority—Instructions—Issued.	14
12.	Memo. (Per.) No. 20854—E2/86—14, (S. B.) dated 31—8—1987	Loans and Advances—House Building Advance for purchase of Ready Built Houses/Flats from the Tamil Nadu Housing Board—Payment to Tamil Nadu Housing Board—Further instructions— Issued.	15
13.	Memo. (Per.) No. 57321—E2/87—1, (S. B.) dated 2—11—1987	Loans and Advances—House Building Advance— Validity of Approved Building Plans/Planning Permission—Instructions issued by the Government—Communicated.	16
14.	B.P. Ms. (Ch) No. 390 (S.B.) dated 11—11—1987	Loans and Advances—House Building Advance—Enhancement of ceiling on advance—Orders—Issued	18
15.	Memo. (Per) No. 50643—E2/ 87—2, (S.B.) dt. 1—12—87	Loans and Advances—House Building Advance—Sanction of advance to the employees of the Board for the construction of House— Approved lay-out to be produced—Instructions issued—Amendment to Rules—Issued.	19
16.	B.P. (Ms.) (F.B.) No. 102, (S.B.) dt. 3—12—1987	Loans and Advances—House Building Advance—Employees who die in harness— Recovery of House Building Advance out- standing—Special Family Benefit Fund— Modifications Orders—Issued.	20
17.	B.P. Ms. (F.B.) No. 105, (S.B.) dt. 5—12—1987	Loans and Advances—Interest—Rates of interest—on House Building Advance and Conveyance Advance for the year 1987-88— Orders—Issued.	21
18.	Memo. No. 73063—E2/87—1, (S.B.) dt. 21—12—1987	Loans and Advances—Advances sanctioned to employees—Failure to furnish utilisation certificate and insurance coverage of the property—Report—Called.	22
19.	Memo. (P) No. 47734—E2/87—3, (S.B.) dt. 5—1—1988	Loans and advances—House Building Advance— Sanctioned to Board employees—Revalidation of orders sanctioning House Building Advance— Further instructions issued.	23
20.	Memo. (P) No. 55548/E2/87—3, (S.B.) dt. 11—1—1988	Loans and Advances—House Building Advance—Mortgage of the property—to Board— Market value of the property—To be mentioned in the mortgage deed—Instructions—Issued.	24
21.	Memo. No. 23582—E2/86—28, (S.B.) dt. 11—1—1988	Loans and Advances—House Building Advance Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Applicability—Further— Orders—Issued.	25

(1)	(2)	(3)	(4)
22.	Memo. (P) No. 25191—E2/87—6, (S.B.) dt. 29—1—1988	Loans and Advances—House Building Advance— Sanction of Advance for carrying out improvement works to the existing living accommodation—Further instructions—Issued.	26
23.	Memo. No. 73320/E2/87—1, dt. 3—2—1988	Loans and Advances—House Building Advance— Sanction of advance to the employees of the Board for the construction of house—Approved lay-out to be produced—Instructions issued— Amendment to Rules issued—Further instructions— Issued.	27
24.	Memo. (P) No. 15213/ E2/87—8, (S.B.) dt. 15—2—1988	Loans and Advances—House Building Advance— Enhancement of ceiling on the advance and recovery of the advance from the salary of Board employees—Revising of rate of monthly instalments— Supplemental agreement to be executed— instructions—Issued.	28
25.	Memo. No. 8949/E2/88—1, (S.B.) dt. 18—2—1988	Loans and Advances—House Building Advance— Sanction of advance to employees of the Board for the construction of house—Approved lay-out to be produced—Further instruction—Issued.	29
26.	Memo. (P) No. 6285/E2/88—1, (S.B.) dt. 22—2—1988	Loans and Advances—House Building Advance— Referring to Vigilance Cell before sanction of House Building Advance—Instructions—Issued.	30
27.	Memo. (P) No. 4062/E2/88—1, (S.B.) dt. 7—3—1988	Loans and Advances—House Building Advance— Advance sanctioned for the construction of two houses in a Single Plot—Instructions for guidance— Issued.	31
28.	Memo. No. 56918/E2/87—7, (S.B.) dt. 9—3—1988.	Loans and Advance—House Building Advance— Employee who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Modification—Orders issued— Further instructions—Issued.	32
29.	B.P. Ms. (Ch) No. 119, (S.B.) dt. 27—4—1988	Loans and Advances—House Building Advance— Sanction of House Building Advance to Board employees for purchase of a flat/house allotted by private parties—Release of advance in instalments— Orders—Issued.	33
30.	Memo. No. 25987—E2/88—1, (S.B.) dt. 4—5—1988	Loans and Advances—House Building Advance— Sanction of advance to the employees of the Board for the construction of houses - Producing of approved lay-out—Further instructions—Issued.	37
31.	Memo. No. 23582/E2/86—30, (S.B.) dt. 9—5—1988	Loans and Advances—House Building Advance— Employees who die in harness Recovery of House Building Advance outstanding—Special Family Benefit Fund—Applicability—Orders issued— Clarification.	38
32.	Memo. No. 67942/E2/87—9, (S.B.) dt. 19—5—1988.	Loans and Advances—House Building Advance— Producing of approved lay-out—Approval of Madras Metropolitan Development Authority— Clarification from the Madras Metropolitan Develop- ment Authority—Communicated.	39

(1)	(2)	(3)	(4)
33.	Memo. (P.) No. 46621/E2/87—4, (S.B.) dt. 28—6—1988.	Loans and Advances—House Building Advance— Construction of house—Permission for changing of location for construction—Instructions—Issued.	48
34.	Memo. (P.) No. 5632/E2/87—10, (S.B.) dt. 1—7—1988	Loans and Advances—House Building Advance— Deduction of grace periods while arriving eligible amount for sanction of House Building Advance— Instructions—Issued.	49
35.	Memo. (P.) No. 52942/O&M Cell/ 87—1, (S.B.) dt. 11—7—1988	Office Procedure—Grant of Permission for purchase of Land, House site, Ready Built House etc.— Checkslip—Prescribed.	50
36.	Memo. (P.) No. 30533/E2/88—1, (S.B.) dt. 14—7—1988.	Loans and Advances—House Building Advance— Sanction of advance for purchase of Ready Built House/Flat constructed by the Tamil Nadu Housing Board from the original allottees—Reckoning of maximum age of the house/flat.	52
37.	Memo. (P.) No. 58926 (S.B.) dt. 18—7—1988	Loans and Advances—House Building Advance Reimbursement of cost of stamp duty and Registration Fees—Recovery of reimbursed cost of stamp duty and Registration fees in case of remittance of House Building Advance in full— Orders issued.	53
38.	Memo. (P.) No. 37465/E2/88—1, (S.B.) dt. 1—8—1988.	Loans and Advances—House Building Advance— Sanction of additional advance for payment of additional cost of plot/flat/house demanded by the Madras Metropolitan Development Authority and other Undertakings—Orders—Issued.	54
39.	Memo. (P.) No. 23887/E2/87—4, (S.B.) dt. 9—8—1988.	Loans and Advances—House Building Advance— Reimbursement of cost of stamp duty and Registration fee—Time limit for the claim— Revised orders—Issued.	55
40.	Memo. (P.) No. 47209/E2/88—1, dt. 18—8—1988	Loans and Advances—House Building Advance— Failure to furnish Utilisation Certificate— Initiation of disciplinary proceedings—Imposing of punishment with reference to severity of charges—Instructions—Issued.	56
41.	Memo. (P.) No. 67942/E2/87—12, (S. B.) dt. 19—8—1988	Loans and Advances—House Building Advance—Sanction of House Building Advance—Producing of lay-out duly approved by Director of Town and Country Planning— Revised Institutions—Issued.	57
42.	Memo. (P.) No. 29728/E2/88—2, (S. B.) dt. 20—8—1988	Loans and Advances—House Building Advance—Sanction of House Building Advance to Board employees for purchase of flats—houses allotted by private parties— Release of advance—Further instructions—Issued.	58
43.	Memo. (P.) No. 12415/E2/88—5, (S. B.) dt. 19—9—1988	Loans and Advances—House Building Advance—Enhancement of ceiling on the advance and recovery of the advance from the salary of the employees—Revision of rate of monthly instalments—Supplemental agreement to be executed—Specimen form— Prescribed.	59

(1)	(2)	(3)	(4)
44.	Memo. No. 73965/E2/86—15, (S. B.) dt. 12—1—1989	Loans and Advances—House Building Advance amount recovered in full from the employees—Discharging of mortgage deed— Clarifications—Issued.	62
45.	Memo. (P.) No. 59143/E2/88—1, (S. B.) dt. 25—1—1989	House Building Advance—Sanction of House Building Advance to Tamil Nadu Electricity Board employees who are having more than one house—Certain guidelines—Issued.	64
46.	Circular Memo. No. 11044/E2/85—7, dt. 7—2—1989	Loans and Advances—House Building Advance—Sanction of advance and vacation of Board's Quarters—Instructions—Issued	65
47.	Memo. (P.) No. 37850—E2/88—6, dt. 1—3—1989	Loans and Advances—House Building Advance—Sanction of Advance for carrying out improvements to existing living accommodation— Guidelines—Clarification—Issued	66
48.	U.O. Note No. 50037/E2/88—2, dt. 4—3—1989	Loans and Advances—House Building Advance—Permission to sell house purchased/ constructed by availing advance from Board— Order of Chairman—Decision—Communicated	67
49.	(P.) B. P. (Ch.) No. 89, (S. B.) dt. 3—4—1989	Loans and Advances—House Building Advance—Insurance of buildings constructed/ purchased/enlarged with House Building Advance received from Tamil Nadu Electricity Board— Amendment—Issued.	68
50.	Memo. No. 20854—E2/86—18, (S. B.) dt. 13—4—1989	Loans and Advances—House Building Advance—Purchase of Ready Built House/ Flat allotted by the Housing Board on out- right purchase basis—Advance amount paid direct to Tamil Nadu Housing Board by Demand Draft Bearing of commission charges of Banks on Demand Draft— Instructions—Issued.	69
51.	Memo. (P.) No. 7118/O&M Cell/ 89—3 (S. B.) dt. 8—6—1989	Advances—House Building Advance— Maintenance of Recovery Register— Instructions issued.	70
52.	Memo. No. 23582—E2/86—35, (S. B.) dt. 11—6—1989	Loans and Advances—House Building Advance—Employees who die in harness— Recovery of House Building Advance outstanding—Special Family Benefit Fund— Clarification.	73
53.	Circular No. 28267—Co—Cell/ CC. 5/323/89 (Audit Br.) dt. 16—5—1989	Loans and Advances—House Building Advance—Delegation of Powers to sanction of House Building Advance by Superintending Engineers—Regarding.	74
54.	(P.) B. P. (F.B.) No. 49, (S. B.) dt. 17—6—1989	Loans and Advances—Interest—Rates of interest on House Building Advance and Conveyance Advance for the year 1988—89 —Orders—Issued.	75
55.	(P.) B. P. (Ch.) No. 187, (S. B.) dt. 30—6—1989	Loans and Advances—House Building Advance—Sanction of Advance for enlarge- ment/improvement of existing living accommodation—obtaining of certificate regarding classification of existing house— Certain instructions—Issued.	76

(1)	(2)	(3)	(4)
56.	Memo. (P.) No. 32325/E2/88—2, (S. B.) dt. 7—7—1989	Loans and Advances—House Building Advance—Documents of title and mortgage deed executed by the loanee employees for whom House Building Advance sanctioned—Safe custody—Instructions—Issued.	77
57.	Memo. No. 31824—E2/89—1, (S. B.) dt. 15—7—1989	Loans and Advances—House Building Advance—Sanction of House Building Advance to Board employees on deputation to State Government/State owned Corporation and Bodies—Further instructions—Issued.	78
58.	Memo. No. 23582—E2/86—37, (S. B.) dt. 19—9—1989	Loans and Advances—House Building Advance—Employees who die in harness Recovery of House Building Advance outstanding Special Family Benefit Fund—Further instructions—Issued.	79
59.	Memo. No. 55233—E2/89—1, (S. B.) dt. 3—10—1989	Loans and Advances—House Building Advance—Completion certificate by Civil Engineers—Regarding.	80
60.	(P.) B. P. (Ch.) No. 310, (S. B.) dt. 13—11—1989	Loans and Advances—House Building Advances—Sanction of additional advance for completion of construction, and for Enlargement/Improvement of existing living accommodation etc.—Rate of interest—Orders—Issued.	81
61.	(Per.) B.P. (F.B.) No. 77, (S. B.) dt. 27—12—1989	Loans and Advances—House Building Advance—Sanction of Advance for construction of house on the Plot owned by the Board employee and his/her spouse—Orders—Issued.	83
62.	Memo. No. 23582—E2/86—39, (S. B.) dt. 6—1—1990	Loans and Advances—House Building Advance—Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Recovery of subscription—Further instructions—Issued.	85
63.	(P.) B.P. (F.B.) No. 8, (S.B.) dt. 29—1—1990	Loans and Advances—Interest—Rate of interest for the year 1989—90—Orders—Issued.	86
64.	(P.) Memo. No. 45190/E2/87—1 (S.B.) dt. 1—3—1990	Loans and Advances—HBA—Execution of mortgage deed—Exemption from stamp duty and registration fees.	87
65.	Memo. No. 64497/E2/89—1, dt. 8—3—1990	House Building Advance—Safe Custody of documents of title and mortgage deed—Instructions issued—Orders Withdrawn.	88
66.	Memo. No. 611/E2/90—1, (S. B.) dt. 16—3—1990	Loans and Advances—House Building Advance—Excess sanction based on presumptive pay in certain Distribution Circles—Avoidance of—Instructions—Issued.	89
67.	Memo. (P.) No. 48797/E2/88—4, (S. B.) dt. 11—4—1990	Loans and Advance—House Building Advances—Deduction of grace periods while arriving eligibility amount for sanction of House Building Advance and commencement of recovery—Instructions—Issued.	90

(1)	(2)	(3)	(4)
68.	(P.) B.P. (Ch.) No. 71, (S.B.) dt. 21—4—1990	Loans and Advance—House Building Advance— Counting of past service of Ex-Serviceman re- employed under Tamil Nadu Elec. Board for purpose of eligibility for advance—Orders—Issued.	91
69.	Memo. (P.) No. 72841/E2/89—4, (S.B.) dt. 3—5—1990	Loans and Advances—House Building Advance for purchase of Ready Built House—Minimum floor area— Second and subsequent purchase of Ready Built House/Flat originally allotted by Tamil Nadu Housing Board—Clarification—Orders—Issued.	92
70.	Memo. No. 10494—E2/90—4, (S.B.) dt. 14—5—90.	Loans and Advances—House Building Advance for purchase of flat from private parties—Release of advance in instalments—Regarding.	93
71.	Memo. (P.) No. 53423/E2/89—4, (S.B.) dt. 18—5—1990	Loans and Advances—House Building Advance— Sanction of advance for purchase of Ready Built House/Flat allotted by the Tamil Nadu Housing Board jointly in the name of the Board employee and spouse—Instructions—Issued.	94
72.	Memo. No. 55808—E2/85—12, (S.B.) dt. 21—5—1990	Loans and Advances—House Building Advance— Sanction of House Building Advance for construction of house of plot owned by spouse of Govt. Servant and for enlargement of living accommodation of house owned by spouse of Government servant— Registration of mortgage deed—Exemption from payment of registration fee and stamp duty— Orders—Issued.	95
73.	Memo. (P.) No. 73965/86—29, (S.B.) dt. 15—6—1990	Loans and Advances—House Building Advance— advance amount recovered in full—Returning of documents Discharging of mortgage deed—Acknowledgement of debt—Prescribed Format—Further instructions— Issued.	96
74.	Memo. (P.) No. 25644/E2/88—10, (S.B.) dt. 30—6—1990	Loans and Advance—House Building Advance— Time limit for utilising the advance—Watching of utilisation certificate—Instructions issued by Government—Adopted to Board—Orders—Issued.	97
75.	Memo. (P.) No. 10959/E2/90—2, (S.B.) dt. 16—7—1990	Loans and Advance—House Building Advance— Calculation of interest on House Building Advance— principal—Regarding.	98
76.	Memo. (P.) No. 4074/E2/90—3, (S.B.) dt. 30—7—1990	Loans and Advances—House Building Advance— Employees residing with Board's Quarters—Applied enlargement of House Building Advance to enlarge the existing house—Clarification.	99
77.	Endt. No. 63928—E2/90—1, dt. 8—10—90.	Loans and Advances—House Building Advance Sanction of advance to Govt. Servants who after applying for advance to complete construction/ purchase/ready built house etc. with private loan—Clarification—Issued.	100—102
78.	Memo. No. 57321/E2/90—1, (S.B.) dt. 10—10—1990	Loans and Advances—House Building Advance— Employees residing in Board's Quarters—Sanction of House Building Advance to enlarge the existing house—Orders issued—Withdrawn.	103



(1)	(2)	(3)	(4)
79.	Memo. (P.) No. 52353/E2/90—2, (S.B.) dt. 10—10—1990	Loans and Advances—House Building Advance— Calculation of Death-Cum-Retirement—Gratuity for arriving at the quantum of House Building Advance amount—Instructions—Issued.	104
80.	Memo. No. 69227/E2/90—1, (S.B.) dt. 27—10—1990	Loans and Advances—House Building Advance— Completion of construction/Enlargement Granting of extension of the limit—Further instruction— Issued—Modified.	105
81.	(P.) B.P. (Ch.) No. 256, (S.B.) dt. 17—12—1990	Loans and Advances—House Building Advance— Sanction of Advance for construction of house involving ground and first floor—Stage at which the instalments are to be released—Orders—Issued.	106
82.	(P.) B.P. (F.B.) No. 54, (S.B.) dt. 31—12—1990	Loans and Advances—Interest—Rate of interest for the year 1990-91—Orders—Issued.	107

Memorandum No, 23582—E2/86—17 (Sectt. Branch), dated the 27th March, 1987.

---

Sub : Loans and Advances—House Building Advance—Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Head of Account— Orders—Issued.

Ref : B.P. Ms. (F.B.) No. 61 (Sectt. Branch) dt. 15—7—'86.

---

Orders have been issued in para 7 of the B.P. cited that the pay drawing officers shall recover the subscription from the pay of the Board employees who have satisfied the condition prescribed in the B.P. cited and credit it to the new head of account to be opened in this regard. It was also ordered that the payment in respect of repayment due from the employees who die in harness towards the outstanding House Building Advance and the interest thereon shall be debited to the new head to be opened. It was also indicated that the orders regarding the head of account will be issued separately.

2. The Tamil Nadu Electricity Board now directs that the following shall be the head of account to be operated in this regard :—

“Tamil Nadu Electricity Board Funds—Debt and Deposits—  
I. Debt-I a (iii)—House Building Advance—Special Fund”.

Memorandum No. 23582—E2/86—18 (Sectt. Branch), dated the 27th March, 1987.

---

Sub : Loans and Advances—House Building Advance—Employee who die in harness—Recovery of outstanding House Building Advance—Special Family Benefit Fund—Format for adjustment of outstanding—Forwarded.

Ref : B.P. Ms. (FB) No. 61 (Sectt. Branch) dt. 15—7—'86.

---

Consequent on the orders issued in the B.P. cited, in respect of an employee covered by those orders, in the event of death before repayment of House Building Advance obtained by him in full including the interest due thereon, the entire House Building Advance due from him towards the repayment of House Building Advance has to be met by the Board. In order to ensure uniformity in the format of the proceedings to be issued for adjustment of outstanding House Building Advance and interest thereon, it is directed that the proceedings to be issued by the Sanctioning Authorities in this regard shall be as per the Format Annexed to this memo.

## Annexure

DRAFT PROCEEDINGS FOR THE ADJUSTMENT OF OUTSTANDING  
HOUSE BUILDING ADVANCE AND INTEREST

Memorandum No. \_\_\_\_\_

dated \_\_\_\_\_

Sub : LOANS AND ADVANCES—House Building Advance—Loan sanctioned to Thiru \_\_\_\_\_ expired on \_\_\_\_\_ Outstanding amount to be met by the Board under "Special Family Benefit Fund"—Orders—Regarding.

Ref : (i) B.P. Ms. (FB) No. 61 (Sectt. Br.) dt. 15—7—86.

Thiru \_\_\_\_\_ of this office, was sanctioned the following House Building Advance, for purchase of Plot-cum-Construction of house/Construction of House/Purchase of Flat/House from Tamil Nadu Housing Board or Private Parties, Purchase of a ready built house/Enlargement of the house/Improvement of house :

Amount Sanctioned	Date of Sanction	Ref. No.
-------------------	------------------	----------

Rs.	Thiru _____	expired on _____	out of the total Advance of _____
_____	sanctioned to Thiru _____	_____	Only a sum of Rs. _____
_____	has been recovered towards principal/interest and thus _____	_____	a balance of Rs. _____ is left
_____	unrecovered apart from a sum of Rs. _____	_____	towards interest, as on _____
_____	the date of death of the incumbent.	_____	

As per B.P. Ms. (FB) No. 61 (Sectt. Branch) dated 15—7—86 in the event of death of an employee, before the repayment of House Building Advance in full including interest, the repayment of the loan has to be met by the Board in respect of those who have satisfied the terms and conditions prescribed there in and have paid a subscription at the rate 1% of the total monthly instalment of House Building Advance recovery in order to enable the legal heirs of the deceased to receive the Death-cum-Retirement Gratuity and other benefits in full. In pursuance of the above orders, sanction is hereby accorded for the adjustment of the total amount of Rs. \_\_\_\_\_ /— left unrecovered towards principal and the amount of interest due upto the date of death, in the case of Thiru \_\_\_\_\_ expired on \_\_\_\_\_

The official has more than 5 years of service left for retirement, as on 1—4—1986, and a monthly subscription has been recovered as per the B.P. cited; till the date of death.

The outstanding amount is accountable as follows :—

**Debit :**

"Tamil Nadu Electricity Board Funds—Debt and Deposits I Debt-I a (iii) House Building Advance—Special Fund."	—	Full outstanding amount
--	---	-------------------------

**Credit :**

1. "Tamil Nadu Electricity Board Funds—AV Debt and Deposits III Loans and Advance (vi) advances—House Building Advance."	—	To the Extent of outstanding principal amount only
2. "Tamil Nadu Electricity Board Funds—Interests on Loans and Advances Account—Advances—House Building Advance."	—	To the extent of outstanding interest amount only

The Mortgage deed submitted by the deceased employee towards the above advances will be released separately, on receipt of proper representation from the legal heirs of the deceased employee.

Memorandum No. 18712-E2/87-1, (S.B.) dated the 7th April, 1987.

---

Sub: Loans and Advances—Book-let of Rules to Regulate the grant of Advances to Tamil Nadu Electricity Board Employees for Building etc., of Houses — Corrected upto October, 1986 — Erratum — Issued.

---

The following errata are issued to the "Rules to regulate the grant of advances to Tamil Nadu Electricity Board employees for building etc. of houses", (1986 edition) :—

#### ERRATA

- (1) In sub-rule (3) (a), under rule 5, the words "one month" occurring in the fourth line, shall be corrected and read as "three months"; and
- (2) In Note (ii) under sub-rule (a) of Rule 8, the word "of" occurring between the words 'completion' and 'the 18th month' in the third line, shall be corrected and read as "or".

Memorandum No. 23582-E2 86-19 (S.B.) dated the 13th April, 1987.

**Sub :** Loans and Advances—House Building Advance—Employees who die in harness  
—Recovery of House Building Advance outstanding — Special Family Benefit  
Fund — Clarification issued by the Government — Communicated.

**Ref :** B. P. Ms. (F.B.) No. 61 (Sectt. Branch) dt. 15-7-86.

A copy each of the Government's Letters No. 30032-CI/86-1, dated 28-9-1986 and  
Letter No. 39721-CI/86-2, dated 6-10-1986 relating to the clarifications issued by Government  
in regard to House Building Advance Special Family Benefit Fund is communicated for guidance.

Encl : 1

Copy of :

GOVERNMENT OF TAMIL NADU

Letrer No. 30032-C1/86-1.

Doted 28—9—1986.

From

Housing & Urban Development

Thiru Thambiah Farnando,

Department

Deputy Secretary to Government.

Fort St.. George, Madras-9.

To

The Special Chief Engineer,

Periyar-Vaigai, Madurai-625 002.

Sir.

Sub: LOANS AND ADVANCES — House Building Advance—Tamil Nadu Govern-  
ments Employees House Building Advance—Special Family Benefit Fund  
Scheme—Clarification—Issued.

Ref : Your Lr. No. C1/514/86, dated 13—6—1986.

I am directed to invite attention to the letter cited and to clarify as follows :—

2. As per Rules 4 (ii) of the Tamil Nadu Government Employees House Building Advance Special Family Benefit Fund Scheme Rules, issued in G. O. Ms. No. 613, Housing and Urban Development dated 30 4—1986, the subscription shall be rounded off to the next nearest rupee. The subscription shall be increased suitably according to the quantum of monthly instalments of repayment, subject to the condition tha the overall contribution shall be limited to one per cent of the total amount of monthly instalment amount paid. To say if the monthly amount of repayment is Rs. 260/- the contribution to the scheme shall be Rs. 3/- per month. If the recovery towards the repayment is enhanced due to sanction of additional advance etc. the monthly contribution shall be recovered at one per cent of the total amount of all the repayment towards house building advance in that month. The recovery to the fund need not be made at one per cent for each item of repayment viz., Main, Additional. Enlargement etc., To avoid fraction, the recovery has been ordered to be rounded of to the next higher rupee.

3. The subscription shall be paid by the employee till the date of superannuation or till the repayment of the advance together with interest thereon, whichever is earlier. In cases where the recovery is resorted to from the D C R G., the subscription to the scheme shall be limited upto the date of superannuation only and that the question of recovery towards the subscription to the fund in one lumpsum for the amount that will be recovered from Death-cum-Retirement Gratuity does not arise.

Encl: 2

Copy of:

GOVERNMENT OF TAMIL NADU

Letter No. 39721—C1/86—2, dated 6—10—1986.

From

Thiru Thambiah Fernando,  
Deputy Secretary to Govt.

Housing & Urban Development Department,  
Fort St. George, Madras-9.

To

The Director of Treasuries and Accounts,  
Madras-600 036.

Sir,

Sub: Loans and Advances—Tamil Nadu Government Employees  
House Building Advance Special Family Benefit Fund Scheme—  
Certain Clarifications—Issued.

Ref: Your Lr. Rc. No. 32313/86/K2, dated 28—7—86.

I am directed to invite attention to the letter cited and to clarify as follows on the various points raised therein:—

**Points raised**

**Clarification**

- |   |  |
|---|--|
| <p>(a) Whether to admit those who have completed repayment of principal amount but have to pay interest into the scheme</p>   | <p>As per Rule 4(1) of the Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme, monthly subscription towards the scheme shall be paid by the employee till the date of his superannuation or till the repayment of the advance together with interest thereon whichever is earlier. As such, those who have completed repayment of principal amount but have to pay interest shall also be admitted under the scheme, provided they satisfy the other condition regarding the period leftover for retirement.</p> |
| <p>(b) If they are admitted whether to recover 1% of the instalment amount of interest alone or to recover 1% of the instalment of principal already paid plus the monthly rate of interest amount to be paid</p>   | <p>The monthly subscription towards the fund shall be limited to 1% of the monthly recovery towards the payment of <b>the interest</b> on the advance sanctioned.</p>  |
| <p>(c) In certain cases there will be more than one kind of house building advance recovery such as 1st advance 2nd advance etc., additional advance, enlargement advance, improvement advance etc.. In such cases whether to recover 1% of each kind of advance/instalments or to consolidate all kind of advance into one and to recover 1% of the consolidated amount.</p> | <p>As per Rule 4(ii) of the Tamil Nadu Government Employees House Building Advance Special Family Benefit Fund Scheme Rules, the subscription shall be increased suitably according to the quantum of monthly instalments of repayment subject to the condition that the overall contribution shall be limited to 1% of the total amount of monthly instalment amount paid. As such subscription at 1% of the total monthly instalment amount may be recovered towards the subscription to the fund.</p>   |
| <p>(d) If both principal and interest amount is recovered before retirement, whether it is necessary to continue the recovery of 1% till the date of retirement.</p>  | <p>The question of contribution to the Fund does not arise when the house building advance sanctioned together with the interest thereon has been recovered in full. As such there is no need to recover 1% till the date of retirement, after the advance has been recovered in full including interest.</p>  |



**LOANS AND ADVANCES—House Building Advance—Sanction of House Building Advance for purchase of Ready Built House/Flat from Tamil Nadu Housing Board allotted under hire purchase scheme—Cases where one or more hire purchase instalment is paid—Sanction of House Building Advance to the employees of Board—Orders—Issued.**

B. P. Ms. (FB) No. 39

(Secretariat Branch)

Dated the 6th May, 1987.

Chithirai 23, Prabhava,

Thiruvalluvar Aandu 2018

Read :

B. P. Ms. No. 286 (Sectt. Branch) dt. 12—6—1981.

### **Proceedings :**

As per the existing orders, House building advance will be sanctioned for purchase of the house/flat allotted by the Tamil Nadu Housing Board on out-right purchase basis. However, House Building Advance is also sanctioned for the purchase of house/flat allotted by the Housing Board on hire purchase basis, provided the allottee has paid only the initial deposit (1/4-th cost) and has not started paying the hire purchase instalments. No House Building Advance is admissible if the allottee has paid even one instalment towards hire purchase instalments in addition to the initial cost.

2. The Board employees approached the Board to relax the above orders and grant House Building Advance to purchase the house/flat allotted on hire purchase scheme though they have already paid one or more instalments, as they are not able to meet the hire purchase monthly instalments as well as interest from their own sources. With a view to mitigate the genuine hardship of the Board employees, it was decided to examine the matter in detail.

3. The Tamil Nadu Electricity Board, after careful consideration, issue the following orders :—

- (i) House Building Advance shall be granted also for purchase of flats/houses allotted by the Tamil Nadu Housing Board under hire purchase scheme even though the allottee has started paying hire purchase instalments, in addition to initial cost, (1/4th cost).
- (ii) Only in case of flat/house allotted by the Tamil Nadu Housing Board on hire purchase basis and got converted into outright purchase, before starting payment of hire purchase instalment, the initial cost (1/4th cost) paid by the allottee to Tamil Nadu Housing Board be reimbursed, when House Building Advance is sanctioned for such case.
- (iii) In all cases where the allottee has started paying instalments, the House Building Advance towards purchase of flat/house shall be only for the balance due to the Housing Board towards the cost of the flat/house or the advance amount admissible to the employee as per the House Building Advance Rules, whichever is less.
- (iv) The amount of advance sanctioned shall be paid to the Executive Engineer/ Administrative Officer, Tamil Nadu Housing Board concerned in the form of a Demand Draft drawn in his favour under Stamped Receipt. The Receipt will be handed over to the employee. A copy of the receipt will be filed with the Voucher and another copy sent to Sanctioning Authority for file.

3. The above orders will take effect from the date of issue of this B. P. and applications if any, pending on that date shall be considered. Applications already disposed of need not be considered. However, if they apply again they should be treated as fresh cases and disposed of according to priority.

Memorandum (Permanent) No. 75646-P2/86-7 (Secretariat Branch) dated the 15th July '87.

---

Sub : Tamil Nadu Electricity Board Employees' Conduct Regulations—Permission sought for construction of a house by availing loan from a Co-operative Housing Society by an employee who has already availed the Board's House Building Advance—Clarification—Issued.

Ref : From RCE/Vellore Lr. No. RCE/D/VLR/C1/932/86 dt. 6-11-86.

---

A point has been raised for clarification as to whether an employee of the Board, who had already availed the House Building Advance from the Board may be permitted to purchase a plot and construct a house thereon in the name of his wife by availing loan from a Co-operative Housing Society. The very aim of the Co-operative Housing Society is "one house for one family", and a person can become a Member of the Society only when he/she or his/her spouse or their minor children do not have any house. Co-operative Housing Societies do not grant housing loan to such a person whose spouse had already availed a housing loan. It is therefore clarified that granting of permission to an employee to purchase a plot and construct a house thereon in the name of his/her spouse by availing loan from a Co-operative Housing Society, does not arise, if that employee has already availed house building Advance from the Board.

Memorandum No. 37701-E2/87-1, (Secretariat Branch) Dated the 28th July, 1987.

---

Aadi 12, Prabhava,

Thiruvalluvar Aandu, 2018

Sub: LOANS AND ADVANCES—House Building Advance—Purchase of Ready Built House from private parties—Sanction of advance—Instructions—Issued.

---

It has been represented that the private parties with whom agreement is executed by the Board employee for the purchase of Ready Built House are not willing to wait till the loan is sanctioned by the Tamil Nadu Electricity Board unless the loan is received within a specified time. It has therefore been requested that loan may be sanctioned within the specified time in such cases.

2. As the problem mentioned in para 1 above is genuine, all the Sanctioning Authorities for House Building Advance are requested to take special efforts in such cases to avoid delay and to accord sanction in the quickest possible time as the private parties cannot wait for a long time.

Memorandum No. 33548-E1/87-4, (Sectt. Branch) Dated 1-8-1987.

---

Sub: Loans and Advances-House Building Advance-Sanction of Advance to the employees of the Board for purchase of plot and construction of house thereon-Documents to be submitted with the applications.

---

As per Rule 9 (a) (ii) (a) of Tamil Nadu Electricity Board House Building Advance Rules, the application for House Building Advance for the purchase of plot and construction of a house thereon should be accompanied by an approved lay-out besides the other documents mentioned in the above Rule. The above Rule is applicable both in the case of employees who apply for House Building Advance individually as well as those who apply for House Building Advance through the Housing Societies formed by the employees of the Board.

2. Recently the members of a Society formed by the employees of the Board applied for House Building Advance for purchase of plot and construction of house thereon. They produced a lay out duly approved by the Commissioner of the concerned Panchayat Union along with the other documents. In such cases approval of the lay-out by the Panchayat Union Commissioner is not sufficient. The approval of the concerned authority of the Town and Country Planning Department should also be obtained. Any approval given without the prior concurrence of the above authority is invalid.

3. The authorities of the Board competent to sanction House Building Advance are therefore requested to ensure that the lay-out produced by the employees for the purpose of obtaining House Building Advance from the Board are duly approved by the concerned authority of Town and Country Planning Department. This should be followed scrupulously.

4. Receipt of the memorandum should be acknowledged.

Memorandum (Permanent) No. 8371-E2/87-5, (Sectt. Branch) Dated 14-8-1987.

Sub: Loans and Advances—House Building Advance—Construction of Compound Wall—Approval of the Plan by the Local Authority—Instructions—Issued.

Ref: From Govt. Lr. No. 1162/MC.V/87-2, M.A. & W.S. Deptt., dated 22-6-87.

According to Tamil Nadu Electricity Board House Building Advance, Rule, Building Plan and Planning permission of the Local Authority are insisted for the purpose of sanctioning House Building Advance to Board employees. A doubt was raised as to whether planning permission from the concerned Local Authority is necessary for the construction of boundary wall also.

2. Tamil Nadu Electricity Board directs that permission should be obtained from the concerned Local Authority, even for the construction of boundary, walls, not exceeding eight feet in height, **abutting on public street**. A boundary wall which does not exceed 8 feet in height and does not bound or abut on any public street will not be a building and no permission will be required for the erection of such a boundary wall.

Memorandum No. 66762—E2/86—9 (S. B.), dated the 24th August, 1987.

Sub : Loans and Advances—House Building Advance—Deviations in construction of house—Constructed with House Building Advance—Producing of revised plan—Clarification raised—Further instructions—Issued.

Ref : Board's Memo. No. 44945—E2/86—1, dated 10—9—'86.

In Board's memo. cited, instructions have been issued that, if for valid reasons, the plan and specification have been departed in construction made through the House Building Advance sanctioned by the Board the deviations in construction should be reported to the Sanctioning Authorities at the appropriate stage of constructions duly supported by a revised plan in duplicate, approved by the competent Local Authority.

2. Certain Sanctioning Authorities have sought for clarification on the nature of the deviations which are required to be supported by a revised plan duly approved by the concerned Local Authority. The matter has been examined in consultation with the Government and the following further instructions are issued in this regard :—

Revised plan duly approved by the concerned Local Authority be insisted in all cases of the following deviations :—

- (i) Change in size/shape of set back spaces.
- (ii) Increase in over all size of the building block.
- (iii) Additional floors contributing to increase in floor space index.
- (iv) Converting the cut outs within the building uses.
- (v) Increasing coverage/floor space index.
- (vi) Conversion of covered car parking or other basement or floor spaces for shops/flats.

3. In all other cases of deviation no revised plan need be insisted.

Memorandum (Permanent) No. 41486—E2/87—1 (S B.), dated the 25th August 1987.

---

**Sub :** Loans and Advances—House Building Advance—Purchase of ready built houses/flats allotted by the Madras Metropolitan and Development Authority—Instructions—Issued.

**Ref :** B.P. Ms. (FB) No. 39 (Sectt. Branch), dt. 6—5—'87.

---

In the B.P. cited orders have been issued that House Building Advance shall be granted also for purchase of flats/houses allotted by the Tamil Nadu Housing Board under hire purchase scheme even though the allottee has started paying hire purchase instalments, in addition to initial cost, (1/4-th cost). The procedure for sanction of House Building Advance in such cases have also been stipulated in the above order.

**2.** The Tamil Nadu Electricity Board hereby directs that the orders issued in the B.P. cited be made applicable in respect of ready built houses/flats allotted by the Madras Metropolitan and Development Authority also.

Memorandum (Parmanent) No. 20854-E2/86-14. (S. B.) dated 31st August 1987.

---

Sub: LOANS AND ADVANCES—House Building Advance for purchase of Ready Built Houses/Flats from the Tamil Nadu Housing Board—Payment to Tamil Nadu Housing Board—Further instructions — Issued.

- Ref: 1. Memo. (P) No. 39354-N1/85-1, dated 9-8-85.  
2. Board's Memo. (P) No. 67396-N1/85-1, dated 21-12-85.
- 

In the references cited, instructions have been issued that the amount of House Building Advance sanctioned for the purchase of flats, houses allotted by the Tamil Nadu Housing Board shall be paid to the Executive Engineer/Administrative Officer concerned of Tamil Nadu Housing Board in the form of a crossed demand draft in his favour under proper stamped receipt. In continuation of these instructions, the following instructions are issued:—

Where the head-quarter of the Sanctioning Authority for sanction of House Building Advance to an employee of the Board and that of the Executive Engineer/Administrative Officer of the Tamil Nadu Housing Board to whom the amount has to be paid is the same, the amount of House Building Advance in respect of flats/house allotted by the Tamil Nadu Housing Board to the employee of the Tamil Nadu Electricity Board may be paid by a crossed cheque drawn in favour of the concerned Executive Engineer/Administrative Officer. Where however the head-quarters are at different places, the existing procedure of payment by demand draft should continue.



Memorandum (Permanent) No. 57321-E2/87-1, (S. B.) dated 2-11-1987.

---

Sub : LOANS AND ADVANCES—House Building Advance—Validity of Approved Building Plans/Planning Permission—Instructions issued by the Government—Communicated.

---

A Copy of instructions issued by the Government in Letter Ms. No.1432, Housing & Urban Development Department, dated 16-9-1987 is communicated to all sanctioning authorities and they are requested to follow the instructions contained therein while sanctioning House Building Advance to Board employees and also in respect of sanctions already issued so far in 1987-'88.

Copy of :

GOVERNMENT OF TAMIL NADU

From

Thiru V. Selvaraj, I.A.S.,  
Commissioner and Secretary to Govt.

Housing and Urban Development Department,  
Fort St. George, Madras-600 009.

To

Letter Ms. No. 1432

The Collector,

dated : 16—9—1987.

Sir,

Sub: Loans and Advances—House Building Advance—validity of  
Approved Building Plans/Planning Permission—Instructions Issued.

I am directed to state that as per Rule 9(a) of the State Rules to regulate the grant of advances to Government Servants for building, etc. of houses, applications should be submitted by the Government Servants direct to the Government/Collectors in the prescribed form together with the site plan and building plan approved by the local authorities concerned detailed and abstract estimate, the documents including the opinion of the Government Pleader, wherever necessary to prove the title of the applicant to the property. The applications, if in complete form will be registered and then forwarded to the Head of Department/Head of office concerned for their recommendation. Any application which has been registered but is latter found to be defective in some material respects, will be returned and the name of the applicant removed from the list. Similarly, rule 7 of the House Building Advance Rules lays down that the construction of the house or addition to living accommodation in the existing house as the case may be, shall be carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior concurrence of the Government. The Government Servant shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plans and estimates furnished by him to the Government, that the construction has actually reached plinth/roof level, and that the amount already drawn has actually been used on the construction of the house. The Head of Department may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates.

2. As per the rules, the Planning permit and the Building Permit issued is valid for a specified period only. The construction of the house should be completed within the period specified in the permit. If the house is not completed within the specified period, the permit has to be renewed. In some areas, no renewal is made, but fresh permit is obtained.

3. It is observed that in certain cases, the planning permission and Building permit have lapsed and need renewal in view of the fact that there is delay in the sanction by Government/sanctioning authorities of the House Building Advance applications submitted by the loanee Government Servants. Eventhough, it is the responsibility of the loanee Government Servant to keep valid building permit and planning permission till he completes the construction, the Government consider that it would be necessary to indicate this condition in the sanction order, itself. I am, therefore, to request that in the orders sanctioning house building advance, specific condition may be imposed in future that the loanee Government servant should ensure that he keeps a valid planning permission and building permit issued by the competent authority till he completes the construction/enlargement, that it should be produced to the Inspecting Officers when required and failure to comply with the above condition will attract disciplinary action apart from foreclosure of the loan.

4. So far as the sanction orders issued during the year 1987—88, are concerned, the loanee Government Servants may be informed individually indicating their responsibility to maintain a valid planning permission and building permit till they complete the construction.

**LOANS AND ADVANCES—House Building Advance—Enhancement of ceiling on advance—Orders—Issued.**

B.P. Ms. (Ch) No. 390

(Secretariat Branch)

Dated the 11th November 1987.  
Iyppasi 25, Prabhava,  
Thiruvalluvar Aandu, 2018.

Read :

1. B.P. Ms. (Ch) No. 321, dated 25—9—'85.
2. G.O. Ms. No. 995, Housing & Urban Development Department, dated 17—7—'87.

**Proceedings :**

Pursuant to the orders issued by the Government in the G.O. cited the Tamil Nadu Electricity Board directs that the existing ceiling on the quantum of House Building Advance to Board employees be enhanced as follows subject to eligibility :

- (i) Partly for purchase of land and partly for construction of a house there on, or for construction of a house, or for purchase of a ready built house/flat from Rs. 1,75,000/- to Rs. 2,50,000/-.
- (ii) For enlargement/improvement of existing living accommodation from Rs. 75,000/- to Rs. 1,00,000/-, subject to overall ceiling of Rs. 2,50,000/-.

Consequent on the enhancement of the ceiling, the House Building Advance already sanctioned will not be enhanced. The enhanced ceiling will be applicable only to the cases to be sanctioned from the date of this order. Other conditions for grant of House Building Advance will remain without any change.

2. This order will take effect from the date of issue of this Board's Proceedings.

3. Amendment to "Rules to Regulate the Grant of Advances to Board employees for Building, etc., of houses" will be issued separately.

Memorandum (Permanent) No. 50643-E2/87-2 (S. B.) dated the 1st December '87.

Sub: LOANS AND ADVANCES—House Building Advance — Sanction of advance to the employees of the Board for the construction of house — Approved lay-out to be produced — Instructions issued — Amendment to Rules — Issued.

Ref: Board's Memo. No. 33548-E1/87-4 dt. 1-8-87.

In Board's Memo. cited instructions have been issued that the lay-out produced by the Board employees for obtaining house building advance for the purchase of plot and construction of house thereon should be approved by the respective authority of Town and Country Planning Department.

2. Certain sanctioning authorities have raised a point for clarification as to whether lay-out duly approved by the concerned authority of Town and Country Planning Department should be insisted also for the cases where the house building advance is applied for construction alone and for purchase of ready built house. The matter has been examined in detail. It is directed that lay-out duly approved by the concerned authority of Town and Country Planning should be obtained also for the cases where house building advance is applied for construction of house alone on the plot already owned by the employee. In respect of ready built house/flat approved building plan and planning permission from the Madras Metropolitan Development Authority/approved Licence of Local Body be insisted along with other documents. Approved lay-out need not be insisted in respect of Ready Built House/Flat.

3. The following amendments are issued to "Rules to Regulate the Grant of Advance to Tamil Nadu Electricity Board Employees for Building, etc. of House":—

#### Amendments

In the said Rules,

in clause (ii) (b) in sub-rule (a) in Rule 9

- (a) after item No. (f) under the heading "If the application is for construction of house (Free hold)" the following item shall be added as item (g), namely, "g) Lay-out Approved by the Town and Country Planning Department".
- (b) after item No. 6 under the heading "In case the land happens to be lease-hold (i.e. Housing Board/Co-operative Society)", the following item shall be added as item No. 7, namely  
"7. A Lay-out approved by Town and Country Planning Department".

4. Receipt of this memorandum shall be acknowledged.

LOANS AND ADVANCES—House Building Advance—Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Modifications Orders—Issued.

B.P. (Ms.) (F.B.) No. 102

(Secretariat Branch)

Dated the 3rd December 1987.  
Karthigai 17, Prabhava,  
Thiruvalluvar Aandu, 2018.

Read :

B.P. Ms. (FB) No. 61 (SB) dt. 15—7—86.

### Proceedings :

According to the orders issued in the B.P. cited, employees of the Board who have obtained House Building Advance under Tamil Nadu Electricity Board House Building Advance Rules and have more than five years of service left for retirement as on 1—4—86 have to pay a subscription towards Special Family Benefit Fund at the rate of one per cent of their monthly instalment recovered towards repayment of both House Building Advance as well as interest thereon. In the event of death of employee before repayment of House Building Advance including interest the entire amount due from him as on the date of his death towards repayment of House Building Advance and interest thereon will be met by the Board provided the subscription from the loanee employee towards the Special Family Benefit Fund has been commenced and continued till the month of his death. In respect of those who have obtained/will obtain House Building Advance and commence repayment of advance after 1—4—86, they will have the above benefit only if they have five years of service prior to retirement at the time of commencement of first recovery of House Building Advance. In those cases subscription will commence from the month in which the repayment towards House Building Advance commences.

2. The family of the employee who dies in harness will get the benefit referred to in para 1 above only in cases where the recovery of subscription has been commenced before his death. The recovery commences after a period of 18 months from the date of drawal of first instalment for construction or on completion of construction of house whichever is earlier. If the employee dies while the house construction is in progress or even after the house is completed but repayment has not commenced, the family of the employee will not get the benefit. If the recovery of subscription is commenced simultaneously with the payment of the first instalment of the advance, whether for construction or for purchase of plot and construction, the family will get the benefit even though the recovery towards advance has not commenced. The matter has been examined in detail and the Board has decided to amend the orders issued in the B.P. cited so as to commence recovery of the subscription towards Special Family Benefit Fund on the same date on which the 1st instalment of House Building Advance is disbursed.

3. Accordingly, the Tamil Nadu Electricity Board directs that the recovery of subscription towards House Building Advance Special Family Benefit Fund introduced in the B.P. cited be commenced on the date of disbursement of the 1st instalment of the House Building Advance itself and continued to be effected every month from the salary payable to the employee irrespective of commencement of recovery of loan as such. The Tamil Nadu Electricity Board also directs that in respect of those who have expired in between the period from 1—4—86 to the date of issue of these orders in whose cases the recoveries have not been commenced because the construction of the house has not been completed or 18 months period has not been over whichever is earlier, subscription towards Special Family Benefit Fund for each month from the date of disbursement of the 1st instalment of Advance till the date of death be recovered from the terminal benefits due to loanee employee's families and the benefit extended to them.

**LOANS AND ADVANCES—Interest—Rates of interest on House Building Advance and Conveyance Advance for the year 1987—88—Orders—Issued.**

B. P. Ms. (FB) No. 105

(Secretariat Branch)

Dated : 5th December 1987,  
19, Karthigai, Prabhava  
Thiruvalluvar Aandu 2018.

Read :

- (i) B. P. Ms. (F.B). No. 107 (SB) dt. 7—11—86.
- (ii) G. O. Ms. No. 369 (Finance (LC) Dept.) dt. 14—10—87.

**Proceedings :**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance and Conveyance Advance granted by the Tamil Nadu Electricity Board to its employees during the year 1987—88 shall be as detailed below. These rates will take effect from the 1st April 1987.—

**I. FOR HOUSE BUILDING ADVANCES :**

Percent per annum  
for the year 1987-88

- (1) **1st April to 10th November 1987**
  - (a) For loans upto Rs. 50,000
  - (b) For loans from Rs. 50,001 to Rs. 90,000
  - (c) For loans from Rs. 90,001 to 1,30,000
  - (d) For loans from Rs. 1,30,001 to 1,75,000
- (2) **From 11th November 1987**
  - (a) For loans upto Rs. 50,000
  - (b) For loans from Rs. 50,001 to 1,00,000
  - (c) For loans from 1,00,001 to 2,00,000
  - (d) For loans from Rs. 2,00,001 to 2,50,000

7  
8  
9  
10  
  
8  
9  
10  
11

**II. CONVEYANCE ADVANCE :**

Percent per annum  
for the year 1987-88

- (a) For purchase of motor car
- (b) For purchase of Motor Cycles, Scooters and bicycles

9.5  
8

2. The penal interest for all the loans shall be 2% more than normal rate of interest per annum.

Memorandum No. 73063-E2/87-1 (Sect. Branch) Dated 21-12-1987.

---

Sub: Loans and Advances—Advances sanctioned to employees—Failure to furnish utilisation certificate and Insurance coverage of the property—Report—Called.

Ref: Circular Memo. No. CH/TA/1392/86-1, dated 8-5-86.

Instructions have been issued in the memo. cited that follow up action should be taken by the Officers concerned in regard to various kinds of advances granted to the employees of the Board, where they have failed to furnish utilisation certificate for the advances drawn by them. Accordingly, in case of failure on the part of loanee employees to furnish utilisation certificate for the advance granted to them even after a reasonable extension of time or where no extension of time is sought for, which points out a possibility of mis-utilisation of the advance drawn, a part from effecting recovery of advance in one lumpsum, Disciplinary action should also be taken against the employees. The above instructions are applicable for all types of advance granted to Board employees.

2. It has been brought to the notice of the Board that utilisation certificates have not been obtained promptly by the officers concerned for the advance drawn by the Board employees. There is failure on the part of the authorities who are sanctioning the advances to watch prompt utilisation of the advances inspite of clear instructions. Therefore all the sanctioning authorities are requested to adhere to the instructions issued in the memo. cited scrupulously.

3. They are also requested to ensure that the houses constructed/purchased/enlarged out of the loans obtained from the Board are duly mortgaged to Tamil Nadu Electricity Board and covered by the adequate insurance coverage. They are also requested to checkup all the sanctions accorded so far and furnish a report that the advances drawn by the employees have been utilised properly for the purpose for which they were sanctioned and utilisation certificate obtained and in respect of house building advances the employees have mortgaged the house to the Board and insured the house to the prescribed value. The reports should be sent to this office on or before 13-1-1988.

4. Receipt of this memorandum should be acknowledged.

Memorandum (P) No. 47734-E2/87-3, (S. B.) dated the 5th January, 1988.

Sub : LOANS AND ADVANCES — House Building Advance—Sanctioned to Board employees—Revalidation of orders sanctioning House Building Advance—Further instructions issued.

Ref : (i) Board's Memo. No. 9423-01/79-3, dt. 11-12-80.

(ii) Board's Memo. No. 76171-01/82-3, dt. 8-2-83.

Instructions have been issued in the Board's memo. first cited that the period of validity of Board's orders sanctioning, the House Building Advance shall continue to be taken as one year from the date of the Board's orders and if these orders have not been acted upon wholly or partly within a period of one year from the date of sanctioning the House Building Advance, proposals should be sent to competent authority for revalidation of these orders. It has also been instructed in the memo. second cited that the authority competent to sanction house building advance can revalidate the sanction orders issued.

2. It has been brought to the notice of the Board that the employees of the Board to whom the House Building Advance is sanctioned are not coming forward to draw the house building advance within the time fixed for the validity of the sanction orders. they are taking their own time for drawing the house building advance and the revalidation of the sanction orders is dealt with as a matter of routine. Therefore the matter has been further examined and the following further instructions are issued :—

- (i) the question of revalidation of sanction orders for house building advance (arising in view of non-drawal of the advance even in part within a period of one year from the date of the order) is not to be done as a matter of routine and revalidation should be accorded only in cases where the non-drawal of advance within one year of the date of order, is due to conditions beyond the control of the loanee or due to administrative reasons.
- (ii) it should be indicated in the sanction order itself that the loanee should comply with all the provisions in the Rules and draw the first instalment within one year from the date of sanction order and in case of failure to do so the sanction order will be cancelled.

3. Receipt of the memorandum shall be acknowledged.



Memorandum (Permanent) No. 55548/E2/87-3, (S. B.) dated the 11th January '88.

Sub : LOANS AND ADVANCES—House Building Advance — Mortgage of the property — to Board—Market value of the property—To be mentioned in the mortgage deed—Instructions—Issued.

As per Tamil Nadu Electricity Board House Building Advance Rules the loanee employee is required to mortgage the land together with the house to be constructed thereon as security for the advance sanctioned for purchase of plot and construction/construction, or for enlargement/improvement, or for purchase of ready built house/flat.

2. A clarification has been raised as to whether the mortgage deeds, where the market value of the land and the house to be constructed is not indicated, may be accepted. The matter has therefore been examined in detail and it is considered that it should be ensured by the Sanctioning Authorities that the market value of the land and the building to be constructed thereon (based on estimate) exceeds the loan sanctioned to the employee.

3. It is therefore instructed that the market value of the land and estimated cost of the building should be indicated by the loanee employee in the schedule of the mortgage deed relating to the Advance sanctioned for the purchase of plot and construction/construction. Similarly in respect of advance for purchase of ready built house/flat the loanee employee should indicate in the schedule of the mortgage deed, the market value of ready built house/flat together with the value of the land relating to the house/flat. The Sanctioning Authorities are requested to follow the above instructions in future cases. The mortgage deed which have already been executed by the loanee employees may be accepted irrespective of mention of market value, if they are otherwise in order.

Memorandum No. 23582-E2/86-28, (Sectt. Branch) dated the 11th January 1988

Sub : LOANS AND ADVANCES—House Building Advance Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Applicability—Further—Orders—Issued.

- Ref : i) B.P. Ms. (FB) No. 61 (Sectt. Branch) dt. 15-7-86.  
 ii) B.P. Ms. (FB) No. 102 (Sectt. Branch) dt. 3-12-87.  
 iii) Board's Memo. No. 23582-E2/86-6, dated 11-8-86.  
 iv) G.O. Ms. No. 1720, H. & U.D.D. dated 13-11-87.

According to orders issued in the B.P. first cited all the employees, who have obtained House Building Advance, and **have more than 5 years** of service prior to retirement as on 1st April 1983 are eligible for the benefit. In respect of those who have obtained/will obtain house building advance and commence repayment of advance after 1-4-1986, they will have the benefit only if they have five years of service prior to retirement at the time of commencement of first recovery towards repayment of house building advance as per House Building Advance Rules. Orders have also been issued in the Board's Memo., 3rd cited that the Board employees having less than 5 years of service left for retirement and who have been sanctioned house building advance are not eligible for the benefits introduced in the B.P. first cited.

2. A point has been raised for clarification whether an employee who is having **exactly 5 years** of service for retirement as on 1-4-1986 is also eligible for the benefit. The matter has been examined in consultation with the Government. It is clarified that all the employees who obtained house building advance prior to 1-4-1986 and had commenced repayment of house building advance prior to 1-4-1986 shall be eligible for the benefit introduced in the B.P. first cited, provided they have a service of **five years and above**, left for retirement as on 1-4-1986.

3 The following instructions are also issued :—

- (i) The benefit of House Building Advance Special Family Benefit Fund introduced in the B.P. first cited be applicable only to those Board employees who have been sanctioned house building advance under Tamil Nadu Electricity Board House Building Advance Rules.
- (ii) The benefit of Special Family Benefit Fund introduced in the B.P. first cited shall not be extended to the family of such of those Board employees who have not utilised the house building advance sanctioned for the purpose for which it was intended. The benefits shall not also be extended to the family of Board employees if they die before the repayment of the advance in full. The amount of subscription towards House Building Advance Special Family Benefit Fund recovered, if any, from such Board employees shall be adjusted to the outstanding house building advance.

4 Receipt of the memorandum shall be acknowledged.

Memorandum (Permanent) No. 25191/E2/87—6 (SB), dated the 29th January 1988.

---

Sub : LOANS AND ADVANCES—House Building Advance—Sanction of Advance for carrying out improvement works to the existing living accommodation—Further instructions—Issued.

Ref : B.P. Ms. (Ch) No. 92 (Secretariat Branch) dt. 21—3—1983.

---

Orders have been issued in the Board's Proceedings cited that house building advance for enlarging living accommodation may be sanctioned for carrying out improvements of permanent nature and of one time expenditure and not in the character of removable fixtures.

2. A point has been raised for clarification whether the application received within three months after completing the construction of house may be considered for sanction of House Building Advance for carrying out the improvements. The matter has been examined in consultation with Government and the following clarifications are issued :—

- (a) A period of five years should have been completed from the date of purchase/ completion of the house/flat to become eligible for house building advance for improving the existing accommodation ;
- (b) House Building Advance for carrying out improvements to existing living accommodation, involving repairs and replacements of all kinds such as replacing of existing doors, shutters, etc., painting, colour washing, etc., installation of electrical fittings like geysers, fans, air-condition plants, pumpsets, pipe lines, etc. provision of pavement all around the building, and provision of grills in the place of existing iron bars should **not** be sanctioned. All other items of work which involve fresh civil works like putting up additional cup-boards, rearrangement of kitchen, additional lofts, dadooing, overhead tanks and construction of compound wall, may be considered for sanction of advance for improvement of existing living accommodation.

3. This order will come into force with effect from the date of this order. All the pending cases prior to this date shall be considered as per the procedure followed hitherto.

4. Receipt of this order shall be acknowledged.

Memorandum No. 73320/E2/87—1 (SB), dated the 3rd February, 1988.

---

Sub : LOANS AND ADVANCES—House Building Advance—Sanction of advance to the employees of the Board for the construction of house—Approved lay-out to be produced—Instructions issued—Amendment to Rules issued—Further instructions—Issued.

Ref : Board's Memorandum (Permanent) No. 50643/E2/87—2, dated 1—12—1987.

Instructions have been issued in the Memorandum cited that lay-out duly approved by the concerned authority of Town and Country Planning should be obtained also for the cases where house building advance is applied for construction of house alone on the plot already owned by the employee.

2. Certain sanctioning authorities have sought for clarification as to whether the approved lay-outs have to be insisted in respect of applications for construction which were received prior to 1—12—1987 and for which priority have already been assigned.

3. It is clarified that lay-out duly approved by the concerned authority of Town and Country Planning should be insisted also for the applications received prior to 1—12—1987.

Memorandum (Permanent) No. 15213/E2/87-8, (Secretariat Branch) dated the 15th February 1988.

Sub : LOANS AND ADVANCES—House Building Advance—Enhancement of ceiling on the advance and recovery of the advance from the salary of Board employees  
—Revising of rate of monthly instalments—Supplemental agreement to be executed—instructions—Issued.

Ref : Board's Memorandum No. 27828/E2/86-1, dt. 11—9—86.

Instructions have been issued in the Board's Memorandum cited that the recovery towards repayment of House Building Advance shall be revised consequent on the enhancement of ceiling on the grant of House Building Advance. It has also been instructed that while revising the monthly recovery rate, recoveries already being effected towards House Building Advance sanctioned earlier should also be taken into account.

2. A point has been raised for clarification whether any supplemental agreement has to be executed duly incorporating the particulars such as revised rate of monthly instalments and number of monthly instalment etc. It is clarified that supplemental agreement should be executed duly incorporating the particulars such as revised rate of monthly instalments and number of monthly instalment etc. consequent on the revision of recovery of monthly instalments towards repayment of House Building Advance with reference to the orders issued in the Memorandum cited.

Memorandum No. 8949/E2/88—1, (Secretariat Branch) date the 18th February, 1988.

Sub : LOANS AND ADVANCES—House Building Advance—Sanction of advance to employees of the Board for the construction of house—Approved lay-out to be produced—Further instructions—Issued.

Ref : (i) Memo. No. 33548/E1/87-4, dt. 1—8—87.

(ii) Memo. (Permanent) No. 50643/E2/87-2, dt. 1—12—87.

(iii) Memo. No. 73320/E2/87-1, dt. 3—2—88.

Instructions have been issued in the Memorandum first and Second cited that lay-out duly approved by the concerned authority of Town and Country Planning should be obtained in respect of applications for House Building Advance for purchase of plot and construction and for construction. It has also been clarified in the Memorandum third cited that lay-out duly approved by the concerned authority of Town and Country Planning should be insisted also for the cases for which applications were received prior to 1—12—1987.

2. It has now been represented that when applications returned for the purpose of obtaining approved lay-out from the concerned authority of Town and Country Planning Department are re-submitted, the same may be considered for House Building Advance with reference to original priority assigned. It is hereby instructed that in all cases where the applications are returned for want of lay-out duly approved by Director of Town and Country Planning, the original priority shall be maintained where the applications are re-submitted before **31—3—88** with the lay-out duly approved by the concerned authority of the Dept. of Town and Country Planning.

3. Receipt of the orders shall be acknowledged.

Memorandum (Permanent) No. 6285/E2/88-1, (Sectt. Branch) dated the 22 nd February 1988.

---

Sub : LOANS AND ADVANCES—House Building Advance—Referring to Vigilance Cell before sanction of House Building Advance—Instructions— Issued.

Ref : B. P. Ms. (Ch) No. 461 (Secretariat Branch) dt. 12—12—1983.

---

According to the orders issued in para 2(ii) of the Board's Proceedings cited, house building advance should not be sanctioned to a Board employee where a Vigilance enquiry is pending against him into allegations of corruption, misappropriation of money or Stores, misconduct involving moral turpitude or grave neglect of duty. Therefore, before sanction of House Building Advance, the sanctioning authorities are referring the matter to Vigilance Cell invariably in all cases of applications for House Building Advance to indicate as to whether any Vigilance enquiry is pending against the applicants. The Vigilance Cell in turn calls for particulars about the places where the employees were working earlier, refers the matter to the subordinate offices under their control and gets reports. This process results in avoidable delay even where no Vigilance enquiry is pending against a particular employee.

2. In order to obviate such difficulties, the matter has been examined, It is hereby instructed that all cases need not be referred to the Vigilance Cell to ensure that Vigilance case is not pending. It will be sufficient that the sanctioning authority satisfies himself in regard to the condition referred to in para-1 above with reference to the records available in his office. If no information is available in his office and also in the subordinate offices under his control, the sanctioning authority may presume that no Vigilance enquiry is pending against the applicant and, House Building Advance may be sanctioned straightway in such cases.

3. Receipt of this Memorandum shall be acknowledged.

Memorandum (Permanent) No. 4062/E2/88—1, (Sectt. Branch), Dated 7—3—1988.

---

Sub: Loans and Advances—House Building Advance—Advance sanctioned for the construction of two houses in a Single plot—Instructions for guidance—Issued.

---

It has come to the notice of the Board that House Building Advance has been sanctioned to two Board employees for the construction of two houses in a single plot that was already approved by the Director of Town and Country Planning. In this case the employees themselves have sub-divided the plot into two portions for construction of two houses. The boundaries of the portions belonging to these two employees have not been ascertained properly before sanction of advance in these cases. When the lay-out has been approved by the Director of Town and Country Planning as single plot, the purchasers have no authority to sub-divide the plot. Each plot approved by the Director of Town and Country Planning should be utilised for residential purpose without any sub-division unless authorised by the Director of Town and Country Planning. House Building Advance should not have been sanctioned to two different employees for constructing two houses in one plot which is approved by the Director of Town and Country Planning and which has been sub-divided by the employees themselves. Such practice should be stopped immediately and advance should be sanctioned for the construction of only one house in a single plot. All the sanctioning authorities are requested to follow these instructions scrupulously.

2. Receipt of this Memorandum should be acknowledged.



Memorandum No. 56918/E2/87-7 (Sectt. Branch), Dated 9-3-1988.

---

Sub: Loan and Advances—House Building Advance—Employees who die in harness – Recovery of House Building Advance outstanding—Special Family Benefit Fund – Modification – Orders issued – Further instructions – Issued.

Ref: B.P.Ms. (FB) No. 102 (Secretariat Branch) dated 3-12-1987.

---

In the Board's Proceedings cited, orders have been issued that the recovery of subscription towards House Building Advance Special Family Benefit Fund be commenced on the date of disbursement of first instalment of House Building Advance itself and continued to be effected every month from the salary payable to the employees irrespective of commencement of recovery of loan as such.

2. A point has been raised for clarification as to whether the employee should have more than five years of service left for retirement on the date of disbursement of first instalment of advance or at the time of recovery of advance. The following further clarifications are issued:

- (a) In those cases where the first and subsequent instalments of House Building Advance are drawn prior to 1-4-86 but recovery not commenced on 1-4-86 due to non-completion of house or non-completion of 18 months period, the subscription be commenced from 1-4-86 (not from the date of disbursement of first instalment which falls prior to 1-4-86) provided they have a service of 5 years and above left for retirement as on 1-4-86.
- (b) In those cases where the first instalment itself is disbursed only after 1-4-86, the subscription be commenced from the date of disbursement of first instalment provided the employees have service of 5 years and above left for retirement as on the date of disbursement of first instalment as ordered in B.P.Ms.(FB) No. 102 (Secretariat Branch) dated 3-12-1987.
- (c) In all the cases falling under the two types (a&b) mentioned above the arrears of subscription at the rate of one percent on the total monthly instalment payable towards repayment of House Building Advance from 1-4-86 or from the date of disbursement of first instalment as the case may be, be recovered from the pay of the employees in suitable instalments.

**LOANS AND ADVANCES—House Building Advance—Sanction of House Building Advance to Board employees for purchase of a flat/house allotted by private parties—Release of advance in instalments—Orders—Issued.**

B.P. Ms. (Ch) No 119

(Sectt. Branch)

Dated the 27th April 1988  
Vibhava. 15, Chithirai  
Thiruvalluvar Aandu, 2019  
READ :

**Proceedings :**

G.O. Ms. No. 325, Housing & Urban Development Department, dated 29—3—1988.

According to Rule-5(3)(a) of the House Building Advance Rules, the House Building Advance required for purchasing a ready built house/flat shall be paid in one lumpsum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed within three months and the house mortgaged to Tamil Nadu Electricity Board within six months of the drawal of the advance, failing which the advance, together with interest thereon, shall be refunded to the Tamil Nadu Electricity Board forthwith, unless an extension of time-limit is granted by the sanctioning authorities.

2. The Government examined the question of releasing the House Building Advance in suitable instalment for purchasing a flat/house being constructed by the private parties/agencies instead of releasing the same in one lumpsum and issued orders in the Govt. Order cited that House Building Advance may be released in instalments for purchase of flat/house from private parties if the Govt. Servants concerned have applied for it. The Tamil Nadu Electricity Board has examined the above Government Orders in detail and decided to adopt the Government Order.

3. It is hereby ordered that House Building Advance may be sanctioned to the Board employees for the purchase of a flat / houses to be constructed by private parties and the advance may be released in instalments as indicated below if the Board employees concerned, apply for the House Building Advance specifically indicating the fact that they will have to pay the instalment to the private parties, for the construction of such flats/houses :

**Flat to be constructed by private parties :**

- |   |  |
|---|--|
| (1) First instalment (30% of the total eligible House Building Advance)         | On getting the allotment order from the agency, allotting the flat, to enable the Board employees to pay advance to the private parties and get themselves registered. |
| (2) Second instalment (40% of the total eligible House Building Advance)        | When the construction of the flat has reached lintel level.  |
| (3) Third instalment (balance of the House Building Advance i.e., balance 30%). | When the flat is ready for occupation.   |

**House to be constructed by private parties :**

- |   |  |
|---|--|
| (1) First instalment (30% of total eligible House Building Advance)         | To pay as advance to the agency constructing houses.       |
| (2) Second instalment (40% of total eligible House Building Advance)        | When the construction of house has reached plinth level.   |
| (3) Third instalment (Balance 30% of total eligible House Building Advance) | When the construction of the house has reached roof level. |

In all these cases, the agreements between the Board employees and flat/house promoters must be registered and Legal opinion from the Government Pleader as to the clear title of the vendor over the land on which the flat/house will be constructed in the name of the vendor shall be produced. The loan sanctioning authority should also satisfy it self before releasing the first instalment, as to whether all necessary approvals including planning permission from Madras Metropolitan Development Authority/Local body / Other similar competent authorities have been obtained and

before releasing the final instalment the applicant has to obtain a certificate from the Planning Authority concerned as to whether the construction is in accordance with the approved plan.

4. All cases of applications mentioned in para-3 above shall be dealt along with the other cases in the normal order of priority maintained for sanction of House Building Advance for purchase of plot and construction/construction.

5. In all the case where the advance for purchase of house/flat is released in instalments, as ordered in para-3 above, the sale deed shall be obtained for the undivided share of the land alone. The property shall however, be mortgaged at the appropriate stage for the entire amount of advance sanctioned.

It is also ordered that in cases of applications for purchase of Ready Built House/Flats from private parties where the applicants make no specific request for release of advance in instalments, the advance shall be released in a lumpsum as normally done in respect of purchase of Ready Built House/Flat. In such cases where the House Building Advance for purchase of a Ready Built House/Flat from private parties is released IN ONE LUMP SUM the sale deed shall be obtained for the land as well as for purchase of house/flat.

7. These orders shall take immediate effect.

8. Amendment will be issued separately to the Tamil Nadu Electricity Board House Building Advance Rules.

(By Order of the Chairman)

18.	22.	Thruninravoor	"	18/75	"
	23.	Annambedu	"		"
19.	24.	Agraharam	"	19/75	"
20.	25.	Sithukkudu	"		"
	38.	Melmenambedu	"	20/75	"
	37.	Motherambedu	"		"
21.	26.	Korattur	"	21/75	"
22.	27.	Nochimedu	"	22/75	"
23.					"
24.	31-I	Thirumalairajapuram	"	24-ABCD/75	"
	31-II	"	"		"
25.	32.	Kuttambakkam	"	25/75	"
26.	33.	Palanjur	"	26/75	"
27.	34.	Parvathrajapuram	"	27/75	"
28.	35.	Narasingapuram	"	28/75	"
29.	36.	Vellavedu	"	29/75	"
30.	40.	Kilmenambedu	"	30/75	"
31.	47.	Nazharethpet	"	32/75	"
32.	48.	Varadarajapuram	"	33/75	"
33.	49.	Thikkanampatti	"	34/75	"
34.	50.	Arimandanallur	"	35/75	"
35.	52.	Agraharam	"	37/75	"
36.	58.	Kattupakkam	"	38/76	"
37.	59.	Sennirkuppam	"	39/75	"
38.	60.	Gopurasanallur	"	40/75	"
39.	74.	Melagaram	"	41/75	"
40.	75.	Meppur	"	42/75	"
41.	76.	Chembarambakkam	"	43/75	"

#### V. VILLIVAKKAM PANCHAYAT UNION :

1.	39.	Pammudukulam	"	44/75	Saidapet
2.	41.	Pottur	"	46/75	"
3.	42.	Vallanur	"	46/75	"
4.	43.	Morai	"		"
	44.	Pulikutti	"	47/75	"
	45.	Tanabakkam	"		"
5.	46.	Melpakkam	"	48/75	"
6.	47.	Arakumbakkam	"	49/75	"
7.	48.	Pandiswaram	"	50/75	"
8.	49.	Kadavoor	"	51/75	"
9.	50.	Karlapakkam	"		"
	52.	Alathur	"	52/75	"
10.	51.	Kilkondaiyur	"	53/75	"
11.	53.	Vellacheri	"	54/75	"
12.	54.	Palavedi	"	55/75	"
13.	65.	Kulathur	"	56/75	"
14.		Thirumangalam	"		"
15.	82.	Nolambur	"	59/75	"
16.	83.	Adayalamputhur	"	60/75	"
17.	84.	Perumalagaram	"	61/75	"
18.	85.	Ayanambakkam	"	62/75	"
19.	90.	Ayapakkam	"	63/75	"
20.	91.	Koladi	"	64/75	"
1.	92.	Noombal	"	65/75	"
2.	93.	Siva <sup>n</sup> utham	"	66/75	"
3.	94.	Chettiyaragaram	"	67/75	"
4.	95.	Tandalam	"	68/75	"
5.	96.	Vanagaram	"	69/75	"
6.	97.	Karambakkam	"	70/75	"
7.	98.	Porur	"	71/75	"
8.	100.	Nerkundram	"	73/75	"
9.	101.	Valasaravakkm	"	74/75	"
10.	102.	Ramapuram	"	75/75	"

## VI. KUNNATHUR PANCHAYAT UNION:

1.	54.	Chinnapunchari	"	78/75	Sriperumbudur
2.	55.	Paraniputhur	"	79/75	"
3.	56.	Kulathuvancheri	"	80/75	"
4.	57.	Sirunivasapuram	"	81/75	"
5.	61.	Ayapunthangal	"	82/75	"
6.	62.	Telliyaragaram	"	83/75	"
7.	63.	Movlivakkam	"	84/75	"
8.	64.	Madanandapuram	"	85/75	"
9.	65-I	Mugalivakkam	"	86/75	"
	65-II	Alavancheri	"	87/75	"
10.	66.	Manapakkam	"	88/75	"
11.	67.	Kulapakkam	"	89/75	"
12.	68.	Garugambakkam	"	90/75	"
13.	69.	Perigapancheri	"	91/75	"
14.	70.	Kovoor	"	92/75	"
15.	71.	Chikkarayapuram	"	93/75	"
16.	72.	Mulamanipakkam	"	94/AB/75	"
17.	73.	Malayambakkam	"	96/75	"
18.	79.	Kollaicheri	"	97/75	"
	80.	Manacheri	"	98/75	"
19.	82.	Tondalam	"	99/75	"
20.	83.	Tarapakkam	"	100/75	"
21.	84.	Rendankattalai	"	101/75	"
22.	86.	Kavanoor	"	102/75	"
23.	87.	Sirukulathur	"	103/75	"
24.	88.	Nandambakkam	"	104/75	"
25.	89.	Ponthandalam	"	105/75	"
26.	90.	Palanthandalam	"	106/75	"
27.	91.	Thirumudivakkam	"	107/75	"
28.	92.	Erumaiyur	"	108/75	"
29.	93.	Varadarajapuram	"		
30.	94.	Naduvirapattu	"		

## VII. THIRUVALLUR PANCHAYAT UNION:

1.	27.	Pakkam	"	110/A&B/75	Thiruvallur
----	-----	--------	---	------------	-------------

## VIII. SRIPERUMBUDUR PANCHAYAT UNION:

1.	108.	Daryar	"	111/75	"
2.	112.	Chettipattu	"	112/75	"
3.	109.	Kattirambakkam	"	113/75	"
		Chembarambakkam	"		
		Tank Portion	"		

## IX. ST. THOMAS MOUNT PANCHAYAT UNION:

1.	125.	Meenambakkam	"	13/75	Saidapet
2.	126.	Cowl Bazaar	"	14/75	"
3.	127.	Polichalur	"	15/75	"
4.	132.	Tirusulam	"	16/75	"
5.	135.	Ullagaram	"	17/75	"
6.	138.	Taramani	"	18/75	"
7.	139.	Kanagam	"	19/75	"
8.	141.	Kottivakkam	"	20/75	"
9.	142.	Palavakkam	"	21/75	"
10.	143.	Perungadi	"	22/75	"
11.	144.	Sivaram	MP/DLS	23/75	Saidapet
12.	145.	Neelangarai	"	24/75	"
13.					
14.	147.	Karapakkam	"	26/75	"
15.	148.	Okkigamduraipakkam	"	27/75	"

16.	149.	Pallikaranai	"	28/75	"
17.	150.	Madavakkam	"	29/75	"
18.	151.	Nanmangalam	"	30/75	"
19.	152.	Kovilambakkam	"	31/75	"
20.	153.	Kulathur	"	32/75	"
21.	154.	Madipakkam	"	33/75	"
22.	157.	Muvarasampattu	"	34/75	"
23.	161.	Sembakkam	"	35/75	"
24.	168.	Mudichoor	"	36/75	"
25.	169.	Pirkkankarunai	"	37/75	"
26.	171.	Meppadu	"	38/75	"
	172.	Thiruvengeri	"	39/75	"
27.	174.	Rajakilapakkam	"	40/75	"
28.	175.	Gowrivakkam	"	41/75	"
29.	176.	Vengevasal	"	42/75	"
30.	177.	Madambakkam	"	43/75	"
31.	178.	Kaspapuram	"	44/75	"
32.	179.	Vengampakkam	"	45/V5	"
33.	180.	Agaramten	"	46/75	"
34.	181.	Kovilancheri	"	47/75	"
35.	182.	Chittalapakkam	"	48/75	"
36.	183.	Maduraipakkam	"	49/75	"
37.	184.	Mulacheri	"	50/75	"
38.	186.	Ottiyambakkam	"	51/V6	"
39.	186.	Arusankalanai	"	52/75	"
40.	187.	Perumbakkom	"	53/75	"
41.	188.	Jalladamapettai	"	54/75	"
42.	189.	Sholinganallur	"	55/75	"
43.	190.	Semmamcheri	"		
44.	191.	Uttandi	"		
X. KATTANKULATHUR PANCHAYAT UNION:					
1.	1.	Mannivakkam	MP/DLS/56/75	Chingleput	
2.	2.	Vandalur	" 57/75	"	
3.	3.	Kilampakkam			
4.	9.	Nedungundram			
5.	10.	Puthur			
6.	11.	Culappakkam			

(True copy)

Memorandum (Permanent) No. 46621/E2/87-4 (Secretariat Branch) dated the 28th June, 1988

---

Sub : Loans and Advances—House Building Advance—Construction of house—Permission for changing of location for construction—Instructions—Issued.

---

Certain employees apply for House Building Advance for construction of house on a particular plot and obtain priority for sanction of House Building Advance. Before sanction of House Building Advance, they propose to construct house on a different plot for various reasons and request for House Building Advance for the construction of house on the changed plot based on the priority already fixed with reference to their earlier application. Some Sanctioning authorities have therefore raised a point for clarification as to whether, in such cases, the Board employees may be allowed the same priority for grant of House Building Advance, based on his original application for House Building Advance.

2. The matter has been examined in detail. It is hereby ordered that in the cases referred to in para-1 above, House Building Advance may be sanctioned based on the priority fixed with reference to the earlier applications. In such cases, sanction should, however, be subject to all other terms and conditions stipulated for House Building Advance; the employees should also produce all the documents in respect of the new plots on which they propose to construct houses with reference to Rule-9(a) (ii) (b) of House Building Advance Rules.

Memorandum (Permanent) No. 5632/E2/87-10 (Secretariat Branch) dated the 1st July, 1988.

Sub : Loans and Advances—House Building Advance — Deduction of grace periods while arriving eligible amount for sanction of House Building Advance — Instructions—Issued.

House Building Advance is sanctioned to the Board employees based on the balance length of their services left for retirement as on date of sanction besides their pay and allowance, carry home salary etc. While arriving at the eligible amount for sanction of House Building Advance, a grace period is deducted from the balance length of service of the employees. There is no uniformity in the grace periods adopted by the sanctioning authorities under the Board. Therefore the matter has been examined in consultation with Government.

2. It is hereby ordered that the grace periods as detailed below may be deducted from the remaining period of service of the Board employees at the time of processing the applications for sanction of House Building Advance:—

Category	Grace periods to be deducted
(i) For purchase of plot and construction of house	20 months
(ii) For construction of house	
(iii) For purchase of ready built house/flat from private parties	
(iv) For purchase of ready built house/flat from Tamil Nadu Housing Board/Madras Metropolitan Development Authority	8 months
(v) For additional advance	8 months
(vi) For enlargement of existing living accommodation	20 months
(vii) For making improvement	8 months

In case of applications for the advance for purchase of house/flat from private parties with reference to the orders issued in B. P. Ms. (Ch) No. 119 (Sectt. Branch) dt. 27-4-1988, a grace period of 20 months shall be deducted if the house/flat is under construction and a period of eight months shall be deducted if the house/flat has been completed

(True copy)



Memo. (Per.) No. 52942/O&M Cell/87—1 (Sectt. Branch), Dt. 11—7—1988.

---

Sub : Office Procedure—Grant of permission for purchase of Land, House site,  
Ready Built House etc.—Checkslip—Prescribed.

Proposals for grant of permission for purchase and or sale of land house, house site and for construction of house are not checked properly in some cases. It is observed that the applicants do not furnish all the required information. In the case of granting permission for enlargement of accommodation, the requests are merely summarised and orders of the appropriate authority is sought for and an uniform procedure is not followed in all the Branches/Circles.

2. In order to enable prompt scrutiny of the proposals, a check slip as in the Annexure to this memorandum is prescribed.

3. All the officers of the Board are requested to ensure that the check slip is added to the current file as cover page in each case and the particulars are duly filled in.

P. Easwaramurthy,  
Secretary.

Memorandum (Permanent) No. 30233/ES-88-1 (S.E.)

# CHECK SLIP FOR GRANT OF PERMISSION TO PURCHASE A LAND

HOUSE SITE/READY BUILT HOUSE ETC

1. (a) Name of Applicant \_\_\_\_\_  
(b) Designation \_\_\_\_\_  
(c) Branch/Circle Office in which working \_\_\_\_\_
2. Details of Land & Building proposed to be purchased \_\_\_\_\_
3. (a) Name and Address and other details of the seller \_\_\_\_\_  
(b) Whether the applicant has any official dealings with the seller and whether the individual has any relationship with the seller \_\_\_\_\_
4. Sources for the purchase \_\_\_\_\_
  - (a) Board's Loan \_\_\_\_\_
  - (b) P.F. Advance/Part final withdrawal \_\_\_\_\_
    - (i) Whether he has been granted such withdrawal earlier for purchase/construction of any other land/house. If so, details \_\_\_\_\_
  - (c) Personal Savings \_\_\_\_\_
  - (d) Loan from others \_\_\_\_\_
    - (i) Mortgage or Sale of Jewellery or any other movable property with details such as details of movable property, amount for which to be mortgaged or sold and with whom \_\_\_\_\_
    - (ii) Whether the above movable property has been indicated in Property Return \_\_\_\_\_
    - (iii) Whether the Applicant has any dealing with the individual with/to whom the property is to be mortgaged/sold \_\_\_\_\_
  - (f) Nature of acquisition of property \_\_\_\_\_
    - (i) Gift received (with details) \_\_\_\_\_
    - (ii) Whether gift tax has been paid \_\_\_\_\_
    - (iii) Whether the property is purchased by disposal of immovable assets already possessed (with details) \_\_\_\_\_
    - (iv) Whether permission obtained for the sale of the said Asset \_\_\_\_\_
    - (v) Whether Disciplinary Proceedings is pending for the lapses listed out in Rule 1 (iii) of House Building Advance Rules \_\_\_\_\_

Memorandum (Permanent) No. 30533/E2/88—1 (S.B.) dated the 14th July, 1988.

Sub : Loans and Advances—House Building Advance —Sanction of advance for purchase of Ready Built House/Flat constructed by the Tamil Nadu Housing Board from the original allottees—Reckoning of maximum age of the house/flat.

Ref : Government letter Ms. No. 574, Housing & Urban Development Department, dt. 11—5—1988.

According to Rule-3 (a) of House Building Advance Rules applicable to Board employees, application for advance for purchasing a ready built house may also be considered provided that in case of purchase of ready built house sanctioning authority shall satisfy himself in consultation with a qualified Civil Engineer not below the rank of an Executive Engineer, as to the Class and normal useful age of the House as specified in Columns (1) and (2) of the table there-under and that maximum age of the house does not exceed the number of years specified in Column (3) thereof. In case of House Building Advance for acquiring a flat/house constructed and allotted by the Tamil Nadu Housing Board, certificate from the Executive Engineer/Civil is not obtained. However, the certificate from the Executive Engineer/Civil regarding the age etc. of the house is insisted for second and subsequent sale of Tamil Nadu Housing Board flats/house.

2. The Government have issued orders in the letter cited that in respect of second and subsequent sale of ready built house/flats of Tamil Nadu Housing Board, maximum age shall be calculated at the time of granting loan with reference to the original allotment orders issued by the Tamil Nadu Housing Board and that in such case, a certificate regarding the age of the building etc. need not be insisted for sanction of House Building Advance.

3. The Tamil Nadu Electricity Board has decided to adopt the Government orders mentioned in para-2 above. It is hereby ordered that the ready built house/flat constructed and allotted by the Tamil Nadu Housing Board for residential purposes be treated as Class-I Buildings for the purpose of sanction of House Building Advance to Board employees. In respect of second and subsequent sale of ready built house/flats of the Tamil Nadu Housing Board, the maximum age shall be calculated by the sanctioning authority at the time of granting loan with reference to the original allotment orders, wherever proof of the original allotment is produced. In such cases, a certificate regarding the age of the building etc. need not be insisted for the sanction of the House Building Advance. In cases where the proof of the original allotment is not produced and the age of the building could not be ascertained from the record, then a certificate will have to be obtained from a qualified Civil Engineer, irrespective of the fact that the house was built by the Tamil Nadu Housing Board. Sanctioning authority shall however, ensure that the age of the building proposed to be purchased by the Board employees is in accordance with the guidelines prescribed in Rule-3 of the House Building Advance Rules.

(i) Whether the above movable property has been indicated in Property Return

(ii) Whether the Applicant has any dealing with the individual with whom the property is to be mortgaged/sold

(iii) Nature of acquisition of property

(iv) Gift received (with details)

(v) Whether gift tax has been paid

(vi) Whether the property is purchased by disposal of immovable assets already possessed (with details)

(vii) Whether permission obtained for the sale of the said Asset

(viii) Whether Disciplinary Proceedings is pending for the lapses listed out in Rule 1 (ii) of House Building Advance Rules

Memorandum (Permanent) No. 58926/E2/87-4, (S. B.) dated 18-7-1988.

**Sub: LOANS AND ADVANCES—House Building Advance Reimbursement of cost of stamp duty and Registration Fees—Recovery of reimbursed cost of stamp duty and Registration fees in case of remittance of House Building Advance in full—Orders issued.**

Ref : (i) B. P. Ms. No. 1703, dt. 16-11-1978.

(ii) B. P. Ms. No. 56, dt. 28-1-1980.

Orders have been issued in Board's Proceedings cited that the expenditure incurred by the employees of Board towards the cost of stamp duty and Registration fees in connection with the execution of Mortgage Deed for the drawal of the House Building Advance from the Board be reimbursed.

2. A point has been raised for clarification as to whether the cost of stamp duty and Registration fees reimbursed to the Board employees should also be recovered along with outstanding House Building Advance in cases where the House Building Advance is remitted back in full after drawal of one or more instalments of advance and whether penal interest need be charged in such cases.

3. The matter has been examined in detail and the following instructions are issued:

(i) In cases where the employees after drawal of one or more instalments fail to continue/complete construction inspite of extension of time, the loan is fore-closed and the amount of advance together with interest is recovered in full. In such cases of breach of terms of the advance, the cost of stamp duty and registration fee already reimbursed shall be recovered from the loanee employee along with the advance amount.

(ii) In other cases where the advance is remitted in full not on account of breach of terms of advance but due to some other reasons, the cost of stamp duty and registration fee already reimbursed shall not be recovered from the loanee employee.

(iii) No penal interest shall be collected in any of the above cases.

4. The receipt of the Memorandum shall be acknowledged.

Memorandum (Permanent) No. 37465/E2/88-1, (Secretariat Branch) dated the 1st August, 1988.

Sub : Loans and Advances—House Building Advance—Sanction of additional advance for payment of additional cost of plot/flat/house demanded by the Madras Metropolitan Development Authority and other Undertakings—Orders—Issued.

Ref : Government letter Ms. No. 692, Housing & Urban Development Department, dt. 8-6-1988.

As per Rule-4 (c) of House Building Advance Rules, the applications of the employees of the Board for an additional House Building Advance for payment of the additional amount towards the cost of plot/flat/house allotted to the applicants by the Tamil Nadu Housing Board shall be considered irrespective of the number of advances that they might have been sanctioned already, and the period that might have expired since the first advance sanctioned to them. The advance to be sanctioned in such cases shall be fixed on the basis of the advance to which they may be eligible with reference to their repaying capacity at the time of sanctioning the additional advance less the advance already sanctioned to them and the advance for the purchase of a plot. The total of advances in a case including the advance proposed to be sanctioned for payment towards the demand of the Tamil Nadu Housing Board for additional cost shall also be subject to the ceiling for House Building Advance laid down in the rules in force. The additional advance sanctioned towards cost of plot/flat/house shall be made payable to the Housing Board directly by the drawing officers to the credit of the applicants towards the cost of plot/flat/house allotted to them by the Tamil Nadu Housing Board.

2. The Government have issued orders in the letter cited that additional advance may be considered also to meet the additional cost of the plot/flat/house allotted by the Madras Metropolitan Development Authority, D.D.A. and other Government Undertakings. It has been decided to adopt the above Government orders to the Board also.

3. Accordingly it is hereby ordered that additional advance may be sanctioned to Board employees to meet the additional cost (i.e.) the difference between the enhanced cost and the original cost of the plot/flat/house allotted by the Madras Metropolitan Development Authority, D.D.A. and other Government Undertakings, irrespective of the number of advances that might have been sanctioned already and the period that might have been expired since the first advance was sanctioned, subject to other conditions mentioned in para-1 above as in the case of Tamil Nadu Housing Board. It is also ordered that applications for sanction of additional advance for payment towards the additional cost of plot/flat/house may be given priority under the category of "additional advance" to complete the construction. Additional advance should not be sanctioned to meet the interest due on the cost of the plot/flat/house, since the cost of the plot/flat/house, do not include the interest, and as the interest is levied for belated payments of the cost.

Memorandum (Permanent) No. 23887/E2/87-4, (Secretariat Branch) dated 9—8—1988.

---

Sub : Loans and Advance—House Building Advance—Reimbursement of cost of stamp duty and Registration fee—Time limit for the claim—Revised orders—Issued.

Ref : Memo. (Per.) No. 103567—NI/88-5, dt. 23—7—84.

---

At present the employees of the Board who have availed House Building Advance from the Board are permitted to prefer their claims for reimbursement of stamp duty and Registration fee incurred towards execution of mortgage deed within 90 days from the date of registration of the mortgage deed. It is now directed that the claim for reimbursement of Registration fee and stamp duty shall be preferred by the loanee Board employee within 60 days from the date of Registration of the mortgage deed. Any delay in preferring the claim shall be condoned by the authority next higher to the sanctioning authority upto a period of 30 days over and above the 60 days fixed for preferring the claim. After 90 days no reimbursement shall be made.

2. Receipt of the memo. shall be acknowledged.

**Confidential:** 8809—8—8 dated 8—5—1988 (Permanent) No. 47209/E2/88-1 dated the 18th August 1988.

Sub : Loans and Advances—House Building Advance—Failure to furnish Utilisation Certificate—Initiation of disciplinary proceedings—Imposing of punishment with reference to severity of charges—Instructions—Issued.

Ref : Chairman's Circular No. CH/TA/1392/86-1 (Sectt. Branch), dated 8—5—1986.

Instructions have been issued in the Memorandum cited in regard to the follow-up action to be taken in cases where the loanee employees fail to furnish utilisation certificates for the advances drawn by them. Accordingly in the case of House Building Advance where it is a case of failure to furnish the utilisation certificate inspite of reminders, that itself will constitute the charge. If evidence is available that the full amount of the loan has not been utilised for the purpose for which it was granted and the amount so paid has been dishonestly misused the charge should be for misappropriation. Such behaviour on the part of loanee, in addition to misappropriation, also denies the opportunity of getting loan by another employee who is genuinely in need of the funds. The severity of punishment to be imposed to will depend on the nature of the charge so framed.

2. Certain cases have come to the notice of the Chairman, where inspite of evidence that full amount of the loan has not been utilised for the purpose for which it was granted, lenient view has been taken by the sanctioning authorities and the punishment imposed is not in accordance with severity of charges. Therefore the instructions already issued in the Memorandum cited are reiterated and all the sanctioning authorities are requested to impose punishment with reference to the severity of the charges proved besides the recovery of the entire amount in one lumpsum.

3. Receipt of the Memorandum should be acknowledged.

Memorandum (Permanent) No. 67942/E2/87-12/, (Secretariat Branch), dated the 19th August '1988.

---

Sub : LOANS AND ADVANCES—House Building Advance—Sanction of House Building Advance—Producing of lay-out duly approved by Director of Town and Country Planning—Revised Institutions—Issued.

Ref : (i) Board's Memo. No. 33548/E1/87-4, dt. 1-8-87.

(ii) Memorandum (Permanent) No. 50643/E2/87-2, dt. 1-12-87.

— — — — —  
In supersession of the orders in the Memoranda cited, the following instructions are Issued :—

- (i) In cases involving a number of houses in one lay-out (a scheme taken up by a group of employees involving group construction) House Building Advance shall be sanctioned with the approval of Local Body and lay-out duly approved by the Director of Town and Country Planning.
- (ii) In case of employees who apply for sanction of House Building Advance individually, House Building Advance shall be sanctioned based on the Local Body clearance.
2. The orders shall take effect from the date of issue.
3. All the applications of Individual Employees that were returned for want of lay-out approved by the Director of Town and Country Planning shall be assigned the original priority and House Building Advance considered accordingly.
4. Receipt of this Memorandum may be acknowledged.



Memorandum (Permanent) No. 29728/E2/88-2, (SB) dated the 20th August, 1988.

---

Sub : Loans and Advances House Building Advance—Sanction of House Building Advance to Board employees for purchase of flats/houses allotted by private parties—Release of advance—Further instructions—Issued.

Ref : B.P. Ms. (Ch) No. 119 (Sectt. Branch), dated, 27—4—1988.

---

In the Board's Proceedings cited, orders have been issued regarding the procedure for sanction of a advance for purchase of flats/houses allotted by private parties. Accordingly where employees seek advance in instalments for making payment to the promoters at different stages, the application in such cases is to be treated as plot-cum-construction and the advance released in instalments. In such cases, sale deed for the undivided share of land alone is acceptable. In cases where the applicants make no specific requests to release the advance in instalments the advance shall be released in one lumpsum, and sale deed also is to be produced for the value of the land as well as the flat.

2. Certain employees who have entered into agreement with promoters for purchase of completed flats on receipt of advance from the Board have expressed difficulty in obtaining sale deed for the land as well as the cost of the flat. In such cases pending receipt of the moneys due from the employee the promotor is constructing the flat by a sort of adjustment of the advances given by the other purchasers, and hence the promotor does not own the flat. As such he is not able to execute the sale deed for the flat.

3. The matter has been examined in detail. It is directed that in the cases of the nature mentioned in para-2 above where the Board employee has made commitments in writing **on or before 27—4—88** the sale deed for the flat need not be insisted and it is sufficient if the sale deed is produced for the undivided share of land alone.

4. Receipt of this Memorandum may be acknowledged.

Memorandum (Per.) No. 12415/E2/88-5, (Secretariat Branch), Dated the 19th September, 1988.

---

Sub : Loans and Advances—House Building Advance—Enhancement of ceiling on the advance and recovery of the advance from the salary of the employees—Revision of rate of monthly instalments—Supplemental agreement to be executed—Specimen form—Prescribed.

Ref : (i) Board's Memo. No. 27828/E2/86-1, dt. 11—9—1986.

(ii) Board's Memo. (Per.) No. 15213/E2/87-8, dt. 15—2—88.

---

Instructions have been issued in the Memorandum second cited that supplemental agreement should be executed duly incorporating the particulars such as revised rate of monthly instalments and number of monthly instalments etc., consequent on the revision of recovery of monthly instalment towards repayment of House Building Advance with reference to the Memorandum first cited.

2. The question of prescribing the specimen form of supplemental agreement to be executed in this regard has been examined. Form No. 7 in the Tamil Nadu Electricity Board House Building Advance Rules may be adopted with suitable modifications for this purpose. The form duly modified is **annexed** to this Memorandum. The same shall be used in all cases involving execution of supplemental agreement with reference to the Memorandum second cited.

## ANNEXURE

FORM OF SUPPLEMENTAL AGREEMENT TO BE EXECUTED AT THE TIME OF  
REVISING THE RATE OF MONTHLY INSTALMENTS AND NUMBER OF MONTHLY  
INSTALMENTS BY TAMIL NADU ELECTRICITY BOARD EMPLOYEE

An Agreement made this.....day of.....One thousand nine hundred and.....between Thiru.....  
Son of.....at present serving at.....  
(hereinafter called "The Borrower" which expression, shall unless excluded, by or repugnant to the subject or context, include his heirs, executors, legal representatives and administrators) of the one part and the Tamil Nadu Electricity Board (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the subject or context, include his successors in Office and assigns) of other part.

Where as deed of agreement date.....(hereinafter referred to as the "Principal Deed" was entered into between "The Borrower", and "The Board" under which a sum of Rs.....  
(Rs. ....) was sanctioned to "The Borrower" as advance.

And whereas the mode of payment of the principal amount of the advance and the interest and the number and amount of line of instalments for repayment of the principal and interest were fixed as.....

And where as the rate of monthly instalments and number of monthly instalments has been revised as.....after taking into account the recoveries of House Building Advance already effected consequent on the enhancement of ceiling on the grant of House Building Advance-vide. Board's instructions issued in Memorandum No. 27828/E2/86/1, dated 11—9—1986.

Now these presents witnesseth as follows:

It is hereby agreed by and between the parties hereto that in consideration of the revision of the rate of monthly recovery and instalments the borrower hereby agrees with the Board to repay to the Board the balance of the original advance and interest as on date during the revised rate of recovery by monthly instalments as fixed by the Board/Sanctioning Authority by deduction from his/her pay and the borrower hereby authorises Sanctioning Authority to make such deductions from his monthly pay/leave salary bills.

In witness where or Thiru.....the borrower and.....  
.....acting for and on behalf of and by the order and direction of the Tamil Nadu Electricity Board have signed this agreement.

Signed by the said borrower  
in the presence of :

Signature of the Borrower

First witness:

Address :

Occupation:

Second witness :

Address :

Occupation :

Signed by Thiru.....acting for and on behalf of and by  
the order and direction of the Tamil Nadu Electricity Board.

Signature of

First witness :

Address :

Occupation :

Second witness :

Address :

Occupation :

(True Copy)

Memorandum No. 73965/E2/86-15 (SB) dated the 12th January, 1989.

---

Sub : Loans and Advances—House Building Advance amount recovered in full from the employees—Discharging of mortgage deed—Clarifications—Issued.

---

As per Rule-8 (d) of Tamil Nadu Electricity Board Rules which are based on Government House Building Advance Rules, the property mortgaged to Board with reference to the House Building Advance sanctioned to a Board employee shall be reconveyed to the employees concerned after the advance together with interest thereon has been repaid to the Board in full, by an endorsement on the Mortgage Deed to the effect that the full amount has been received and the Mortgage is extinguished.

2. A point has been raised for clarification as to whether the above instructions contained in the Rules have to be followed or a separate document should be executed and registered, and if so, what should be the form of such document and who should bear the cost of the document.

3. The matter has been examined in detail and it is hereby instructed that the original mortgage deed may be returned to the Board's employee, who obtained loan, with an endorsement thereon to the effect that the amount under the deed has been realised in full with interest thereon, (A copy of draft Acknowledgement of Debt is enclosed) and that it is for the Board's employee to present the document to the concerned Sub-Registrar along with a form obtainable from him duly filled in. On payment of a nominal fee, the Sub-Registrar shall make necessary entries in the relevant registers to wipe off the encumbrance on the property.

4. Receipt of this Memorandum shall be acknowledged.

**ACKNOWLEDGEMENT OF DEBT**

THIS DEED OF ACKNOWLEDGEMENT made on this.....by the  
 .....Tamil Nadu Electricity Board (hereinafter called the Board)  
 which expression shall unless repugnant to the subject or context include his successors in office  
 and assigns:

2. WHEREAS the Board had sanctioned an advance of Rs.....  
 (Rupees.....) for the purchase and construction of  
 the house to Thiru.....at.....  
 more particularly described in the schedule hereunder subject to the terms and conditions specified in  
 Board's Proceedings.....dt.....  
 and Rs.....being the additional advance in  
 Board's Proceedings.....dt.....

3. WHEREAS Thiru.....has mortgaged the property  
 to be constructed thereon or purchased from and out of the Board's money and registered and Registered  
 Document No.....before the Sub-Registrar.....

4. WHEREAS, Thiru.....has repaid the  
 mortgaged amount in full with interest thereon and sought acknowledgement of the debt.

5. NOW THIS DEED witnesseth as follows:

(i) In pursuance of the covenants in the Registered mortgaged deed.....  
 ..... before the Sub-Registrar. ....  
 has repaid the entire advance together with interest in full and the Board hereby acknowledge the  
 receipt of the said amount.

**Schedule**

.....  
 .....  
 .....

IN WITNESS WHEREOF Thiru.....Tamil  
 Nadu Electricity Board acting for and on behalf of the Board sets his hand on the day and year first  
 above written.

Witnesses :

(1)

(2)

(True copy)

Memorandum (Permanent) No. 59143/E2/88-1. (Secretariat Branch) dated the 25th January 1989.

Sub : House Building Advance—Sanction of House Building Advance to Tamil Nadu Electricity Board employees who are having more than one house—Certain guidelines—Issued.

As per Rule-2(b) of House Building Advance Rules; House Building Advance should not be sanctioned to the employees of the Board in case where the employee or the applicant's wife/husband/minor child is the owner of a house. However, as per the second provision to the above Rules, House Building Advance may be sanctioned in such cases after obtaining prior approval of the Chairman under the following exceptional circumstances:

- (1) Where the applicant or the applicant's wife/husband/minor child owns a house in a village and the applicant desires to settle down in a Town;
- (2) Where an applicant happens to own a house jointly with other relations etc. and he desires to build a separate house for his bonafide residential purpose or he desires to enlarge the living accommodation of it.

2. It has come to the notice of the Board wherein an employee applied for permission for availing of House Building Advance for construction of house even though his wife owns a flat (among other houses) at a vast developed suburban area by producing a certificate issued by the concerned Tahsildar to the effect that the area wherein flat lies is a village. Though technically it may be a "village" as per village records, it should be ensured by the Officer recommending, whether it is really a village or it is a vastly developed area/suburban area/area within the Corporation or Municipal limits.

3. The intention in allowing House Building Advance under exceptional circumstances as mentioned in para-1 above to an employee of Board who already owns a house in a village but decides to settle down in a Town or City is to allow him to acquire a residential building in the area where he proposes to settle down finally.

4. It is hereby ordered that sanctioning authority should ascertain and ensure the following facts in respect of cases in which the applicant or spouse or minor children is owner of a house besides certificates from the Revenue Authorities before recommending a case to Chairman for approval for grant of House Building Advance under second proviso to Rule (2) of Tamil Nadu Electricity Board House Building Advance Rules :

- (i) The nature of development of the area, (i. e.) whether well developed poorly developed etc., with reference to a Town or City in regard to transport, education, shopping facilities etc.
- (ii) The distance to a nearby Town or City.
- (iii) Whether connected to the nearby Town by good transport or not.

5. Receipt of this Memorandum may be acknowledged.

(By Order of the Chairman)

Circular Memorandum No. 11044/E2/85—7, dated the 7th February 1989.

---

Sub : Loans and Advances—House Building Advance—Sanction of advance and vacation of Board's Quarters—Instructions—Issued.

According to Rule-12 of Tamil Nadu Electricity Board House Building Advance Rules, the employees of the Board provided with departmental Quarters, for whom House Building Advance has been sanctioned under these rules for construction of House, should vacate the Board's Quarters immediately on occupation of the newly constructed house or on completion or within eighteen months after the date on which the first instalment of advance is paid, whichever is earlier. In the case of advance sanctioned for purchase of Ready Built House, the Board's Quarters should be vacated within one month from the date of disbursement of the advance or occupation of the house, whichever is earlier.

2. The Superintending Engineer/Operation/Ennore Thermal Power Station has reported that some of the staff of Ennore Thermal Power Station have constructed houses by availing House Building Advance in other Towns and outside Municipalities and presumed that the above Rule is applicable only to such of those who have constructed houses in the same area. He has requested for confirmation of the above presumption.

3. The matter has been examined in detail. It is directed that this condition need not be made applicable in cases where the house constructed/purchased by the employee is in a different local body and also far away from the work spot and the Superintending Engineer or any other responsible Officer under whom the employee is working certifies that the shifting of the employee from the Board's Quarters will be detrimental to Board's work.

4. Receipt of this Circular Memorandum may be acknowledged.



Memorandum (Permanent) No. 37850-E2/88—6/, dated the 1st March, 1989.

---

Sub : Loans and Advances—House Building Advance—Sanction of advance for carrying out improvements to existing living accommodation—Guidelines—Clarification issued.

Ref : Board's Memorandum (Permanent) No. 25191/E2/87—6, dt. 29—1—88.

---

In Board's Memorandum cited, certain instructions in regard to sanction of House Building Advance for carrying out improvement works to the existing living accommodation have been issued based on Government orders. In the Memorandum besides specifying the nature of works which can be considered for sanction of improvement advance, it has also been stipulated that a period of five years should have been completed from the date of purchase/completion of house/flat to become eligible for House Building Advance for improvement.

2. Some of the sanctioning authorities have presumed that the enlargement of existing accommodation and improvement of existing accommodation are coming under the one and the same category and hence a period of five years should have been completed for considering sanction of House Building Advance for enlargement purpose also and have requested for confirmation.

3. The matter has been examined in consultation with Government and it is directed that the time limit of five years prescribed in the Memorandum cited is applicable for sanction of advance for making improvements to the existing living accommodation only and not for the sanction of advance for enlarging the existing living accommodation.

(By Order of the Chairman)

U.O. Note No. 50037/E2/88-2, dated the 4th March, 1989

---

Sub : Loans and Advances—House Building Advance—Permission to sell house purchased/constructed by availing advance from Board—Order of Chairman—Decision—Communicated.

Ref : From 'B' Section, B.O.S.B., U.O. Note No. 25031/B3/88-2, dt. 8/16-8-88.

The question of introducing a rule in Tamil Nadu Electricity Board House Building Advance Rules for collecting interest at HUDCO/L.I.C. or Bank (Over Draft) rate in cases of disposal of houses constructed/purchased by availing advance from the Board has been examined in detail. It has been decided that no such condition need be imposed in these cases and the cases may be considered on merits of each case as done in Government. 'B' Section, Board Office Secretariat Branch may therefore be informed that permission to dispose off the house constructed/purchased by availing House Building Advance from Board may be considered on the merits of each case subject to the conditions that—

- (a) No House Building Advance will be sanctioned to the individual in future for the construction/acquisition of a house.
- (b) If any part-final withdrawal had been taken by the employee from the General Provident Fund for the construction/purchase of the house it should be refunded to the fund with the interest as required by the General Provident Fund Rules.
- (c) In cases where a portion of House Building Advance is still outstanding recovery at the time of seeking permission for disposal of the house, the mortgage deed will be released only after the repayment of outstanding House Building Advance and the interest thereon upto the date of settlement.
- (d) The sale deed of the house shall be executed only after full settlement of Tamil Nadu Electricity Board dues on account of House Building Advance.
- (e) The proceeds of sale should be utilised first for settling the Tamil Nadu Electricity Board dues.
- (f) Till the transaction is finalised and the sale proceeds are realised the outstanding dues of House Building Advance should be continued to be remitted on a monthly recovery basis as per the agreement executed before drawal of the advance.

**Loans and Advance—House Building Advance—Insurance of buildings constructed/purchased/enlarged with House Building Advance received from Tamil Nadu Electricity Board—Amendment—Issued.**

(Permanent) B.P. (Ch.) No. 89,

(Secretariat Branch)

Dated the 3rd April, 1989.  
Panguni 2, Vibhava,  
Thiruvalluvar Aandu 2020.

**Proceedings :**

According to Rule-11 of the House Building Advance Rules, the house constructed/purchased/ and or the living accommodation which was enlarged out of the advance sanctioned by the Tamil Nadu Electricity Board should be insured for the outstanding balance of advance as on the 31st March preceding plus the approximate interest that may be due for the entire advance (to be calculated with reference to the amount of monthly instalment, the number of months in which the advance will be recovered, the rate of interest etc.). But Clause-6 in form No. 5 of the Agreement Deed of the House Building Advance Rules, states that the mortgagor should insure the house for an amount not less than the actual amount of advance taken from the Tamil Nadu Electricity Board. The provisions of Clause-6 in form-5 appear contradictory to Rule No. 11 of HBA Rules which safeguards the outstanding amount of loan and interest on the entire loan in the event of the house being involved in fire, flood and cyclone. The existing Rule-11 adequately protects the interest of the Tamil Nadu Electricity Board in this regard. It is therefore considered necessary to amend the agreement to be in line with Rule-11. Further in Clause-6 in form No. 5 there is a reference to only one Insurance Company. But in Rule-11 the names of four companies are mentioned. It is therefore considered necessary to mention the names of all the four Companies in the Agreement also. Accordingly the following amendment is issued to form No. 5 in the Tamil Nadu Electricity Board Rules to regulate the grant of advance to the Board employees for building etc. of houses :—

**AMENDMENT**

In the said Rules, in Form-5, for Clause-6, the following clause shall be substituted, namely :—

“(6) To insure with the General Insurance Company of India, or its subsidiaries (National Insurance Company Limited, New India Insurance Company Limited, Oriental Fire and General Insurance Company Limited, United India Fire & General Insurance Company Ltd.), the house constructed/purchased and/or the living accommodation which is enlarged/improved out of the advances sanctioned by the Tamil Nadu Electricity Board against fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Tamil Nadu Electricity Board and the interest, within a period of three months after completion of construction/purchase of the houses etc., Insurance should be renewed for the second year and onwards for the outstanding balance of advance as on the 31st March preceding plus the the approximate interest that may be due for the entire advance calculated with reference to the amount of monthly instalment, the number of remaining months in which the advance will be recovered and the rate of interest etc.

In the case failure to insure the building or to pay the premium, the borrower agrees to the deduction by the pay disbursing officer of an amount equal to the cost of taking out a policy, for keeping it alive, as the case may be, from his pay and its remittance to the Insurance Company”.

(By Order of the Chairman)

Memorandum No. 20854-E2/86-18, (Sectt. Branch), dated the 13th April, 1989.

---

Sub : Loans and Advances—House Building Advance—Purchase of Ready Built House/Flat allotted by the Housing Board on out-right purchase basis—Advance amount paid direct to Tamil Nadu Housing Board by Demand Draft—Bearing of commission charges of Banks on Demand Draft—Instructions—Issued.

Ref : (i) Board's Memorandum (Permanent) No. 67396/N1/85-1,  
dt. 21-12-1985:  
(ii) Boards' Memorandum (Permanent) No. 20854/E2/86-14,  
dated 31-12-1987.

---

In the reference second cited, instructions have been issued that where the Headquarters of the sanctioning authorities for sanction of House Building Advance to an employee of the Board and that of Executive Engineer/Administrative Officer of Tamil Nadu Housing Board to whom the amount has to be paid are at different places, the House Building Advance sanctioned for purchase of flats/houses allotted by the Tamil Nadu Housing Board should be continued to be paid by Demand Draft.

2. The question regarding the meeting of the expenditure incurred towards payment of the commission charges to the Bank, for taking Demand Draft in favour of Tamil Nadu Housing Board has been examined in detail and it has been decided that the commission charges of Banks in this regard when demanded shall be borne by the Board.

3. Receipt of this Memorandum should be acknowledged.

(By Order of the Chairman)

COPY OF :

Memo. (Per.) No. 7118/O&M Cell/89-3, (Secretariat Branch), Date 8-6-89.

---

Sub : ADVANCES—House Building Advance—Maintenance of Recovery Register—  
Instructions issued.

---

During the inspection of offices it is observed that a uniform procedure in maintaining House Building Advance Recovery Register and posting of recoveries is not adopted. If such variations in posting is continued much difficulty will arise at a later date to watch the correct recovery and also calculation of interest. This will be further worsened when employees are transferred from one office to another. This has necessitated in introduction of a register with revised top entries.

2. It is hereby ordered that the House Building Advance recovery register shall be maintained in the revised form as per annexure in all the offices of the Board with effect from 1-9-1989. Adequate quantity of Registers may be printed on good quality paper and supplied. The Register should be reviewed every month by the Officer concerned to ensure that entries are upto date.

K. N. Rathinavelu,  
Secretary.

—Contd.

Encl :

## FORMAT FOR HOUSE BUILDINGS ADVANCE RECOVERY REGISTER

NAME :

DESIGNATION :

## I. Main Advance :

- i. Sanction Ref. No. :
- ii. Amount Sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :

Ist Instl. :  
IInd Instl. :  
IIIrd Instl. :

@vii. Date of recovery to be commenced :

## II. Additional advance to Main Loan :

- i. Sanction Ref. No. :
- ii. Amount Sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :
- @vii. Date of Recovery to be commenced :

## III. Enlargement Advance :

- i. Sanction Ref. No. :
- ii. Amount sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :

Ist Instl. :  
IInd Instl. :  
IIIrd Instl. :

@vii. Date of Recovery to be commenced :

@ Date of recovery to be commenced to be noted as directed in the Sanction Order.

## IV. Additional Advance for Enlargement :

- i. Sanction Ref. No. :
- ii. Amount Sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :
- @vii. Date of Recovery to be commenced :

## V. Improvement Advance :

- i. Sanction Ref. No. :
- ii. Amount sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :

@vii. Date of Recovery to be commenced :

## VI. Additional Advance for Improvement

- i. Sanctioned Ref. No. :
- ii. Amount Sanctioned :
- iii. Monthly Instalment :
- iv. No. of Instalment to be recovered :
- v. Rate of Interest :
- vi. Date of Disbursement :
- @vii. Date of Recovery to be commenced :

** Main Advance			** Addl. Adv. to Main loan			** Enlargement		
Month	Rate of recovery (x)	Instalment so far recovered	Month	Rate of recovery (x)	Instalment so far recovered	Month	Rate of recovery (x)	Instalment so far recovered
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

** Additional Advance to Enlargement			** Improvement			** Additional Advance to Improvements			@@@
Month	Rate of recovery	Instalment so far recovered	Month	Rate of recovery	Instalment so far recovered	Month	Rate of recovery	Instalment so far recovered	
(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)

@@ : Additional (Column) should be opened when a further loans are sanctioned.

\*\* : Saporate (Columns) for recovery should be maintained until the last instalment of interest is recovered.

(x) : Fraction amount of the last instalment (if available) should also be noted every month together with the number of instalment.

Memorandum No. 23582—E2/86-35, (SB), dated the 11th June, 1989.

Sub : LOANS AND ADVANCES—House Building Advance—Employees who die in harness—Recovery of House Building Advance outstanding—Special Family Benefit Fund—Clarification.

Ref : (i) B. P. Ms. (FB) No. 61 (Sectt. Branch) dt. 15—7—1986.

(ii) From Government Lr. No. 33857-CI/86-3, dt. 2—1—1987.

As per the Tamil Nadu Electricity Board House Building Advance Rules in force, in cases where both the husband and the wife happen to be Board Employees and eligible for grant of Advance under the above Rules, a combined House Building Advance, based on their combined repaying capacity, may be sanctioned to them, if they apply for it, for the purchase of a single plot and construction of a house thereon/for the construction of a single house by them on the plot already owned by either of them/for the purchase of single house by them/for the completion of construction of their house/for enlargement of living accommodation in the existing house owned by them. The combined House Building Advance shall be drawn and disbursed to either the husband or the wife and it shall be recovered from him/her as per the joint option and undertaking which is to be executed by the husband and his wife at the time of their application for a combined house building advance. As per the joint option to be exercised by the loanee and his/her spouse, both shall be jointly as well as singularly liable to repay the advance in full even though the recovery has to be made from one of them as per the option and as per the orders sanctioning the advance, that this liability shall remain even under any unforeseen contingencies in their life like divorce, death etc., that upon such contingencies, the Board may pass such revised orders as may be deemed fit by them for the recovery of the advance from either of them or from both of them jointly, and that such revised orders of the Board will be binding on them.

2. As per the orders issued in B. P. Ms. (FB) No. 61. (Sectt. Branch) dated 15—7—1986, for administering House Building Advance Special Family Benefit Fund, a monthly subscription of 1% of the monthly instalment amount recovered towards repayment of the house building advance, both principal and interest, shall be paid by the Board Employee, who obtained House Building Advance from the Tamil Nadu Electricity Board and in the case of the employee dying in harness, the entire amount due from him/her towards the repayment of the house building advance together with the interest due thereon upto the date of his/her death shall be met from the Tamil Nadu Electricity Board House Building Advance Special Family Benefit Fund.

3. The Government have issued orders in their letter second cited regarding the applicability of the Tamil Nadu Govt. Employees' House Building Advance Special Family Benefit Fund Scheme in cases of combined House Building Advance. The Tamil Nadu Electricity Board has examined the above Clarificatory orders and after careful consideration directs that in the case of combined advances, the liability falls on the surviving spouse after the death of the loanee. In such cases the benefit under the House Building Advance Special Family Benefit Fund shall be restricted to that portion of loan sanctioned, based on the repaying capacity of the loanee, if the loanee dies before the repayment of the loan in full and the balance amount recovered from the surviving spouse as per the Rules. The benefit under the House Building Advance Special Family Benefit Fund need not be allowed to the loanee, if the spouse of the loanee dies before the repayment of the loan in full by the loanee, as the loanee survives. While sanctioning the advance, the sanctioning authorities shall specify in the formal orders, the amount of loan fixed with reference to the repaying capacity of each of the spouse separately. The amount of recovery shall also be so fixed, that it may be easy at a later date to adjust the particular amount of outstanding advance sanctioned with reference to the eligibility of the loanee.

(By Order of the Chairman)



COPY OF :

Circular Letter No. 28267-Co-Cell/CC. 5/323/89 (Audit Branch) dt. 15—6—1989.

Sub : Loans and Advances—House Building Advance—Delegation of Powers to sanction House Building Advance by Superintending Engineers—Regarding.

Ref : C.I.A.O.s' Circular letter No. BOAB/Estt/Adm./A6/186/81, dt. 21—10—1981.

Of late, it is seen that certain Distribution Circles are referring the House Building Advance workings towards interest to Audit Branch for verifying the correctness of the same. In this connection, the attention of all the Superintending Engineers and other officers of Tamil Nadu Electricity Board who have been delegated with powers of sanctioning the House Building Advance is invited to the Circular letter under reference wherein it has been specified that House Building Advance may be sanctioned without scrutiny by the Audit Branch dispensing with the scheme of pre-audit of the House Building Advance. Further, it has been stated therein that the House Building Advance files will be hereafter post-audited by Audit parties of Board Office Audit Branch.

As such, the Superintending Engineers and other officers of the Tamil Nadu Electricity Board who are delegated with powers of sanctioning the House Building Advance are informed that workings of interest calculations need not be referred to Audit Branch for ensuring the correctness. They are requested to follow the guidelines issued in the circular letter under reference and other instructions issued from time to time.

The receipt of this Circular Memo. may be acknowledged.

Arjunan Gnanaokvu,  
Accounts Member.

**Loans and Advances—Interest—Rates of interest on House Building Advance and Conveyance Advance for the year 1988-'89—Orders—Issued.**

(Permanent) B.P. (FB) No. 49

(Sectt. Branch)

Dated the 17th June, 1989.

Read :

(i) B.P. Ms. (FB) No. 105 (Sectt. Branch) dt. 5—12—1987.

(ii) G.O. Ms. No. 804, Finance (L.C.) Dept. dt. 23—11—1988.

**Proceedings :**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance and Conveyance Advances granted by Tamil Nadu Electricity Board to its employees during the year 1988-'89 shall be as detailed below. These rates will take effect from the 1st April, 1988 :

Per cent per annum  
for the year 1988-'89.

**I. For House Building Advance :**

(a) For loans upto Rs. 50,000/-	8
(b) For loans from Rs. 50,001/- to Rs. 1,00,000/-	9
(c) For loans from Rs. 1,00,001/- to Rs. 2,00,000/-	10
(d) For loans from Rs. 2,00,001/- to Rs. 2,50,000/-	11

**II. Conveyance Advance :**

(a) For purchase of motor car	10
(b) For purchase of motor cycles, scooters and bicycles	8.5

2. The penal interest for all the loans shall be 2% more than the normal rates of interest per annum.

(By Order of the Board)

Loans and Advances—House Building Advance —Sanction of advance for enlargement/improvement of existing living accommodation—obtaining of certificate regarding classification of existing house—Certain instructions—Issued.

(Permanent) B.P. (Ch.) No. 187

(Sectt. Branch)

Dated the 30th June, 1989  
Sukkila, Aani 15,  
Thiruvalluvar Aandu 2020.

Read :

- (i) Government's Lr. No. 48112/C1/88—3, Housing & Urban Development Department, dt. 17—10—1988.
- (ii) Government's Lr. No. 28803/C1/89—1, Housing & Urban Development Department, dt. 26—5—1989.

**Proceedings :**

As per Rule-3 (b) of Tamil Nadu Electricity Board House Building Advance Rules, House Building Advance may be sanctioned to the employee of Board for enlarging/improving the living accommodation in an existing house owned by the Board employee concerned, for two times.

2. The Government have issued instructions in the letters cited that while sanctioning House Building Advance for the enlargement/improvement of the house already owned by the Govt. employee that is not constructed/purchased with House Building Advance sanctioned to him/her, but owned by the applicant by virtue of inheritance or by way of purchase through personal/private sources, it has to be verified by the sanctioning authority in consultation with an Officer of Public Works Department not below the rank of an Executive Engineer that the house proposed to be enlarged/improved is in conformity with the norms prescribed under Rule-3 (a) of House Building Advance Rules.

3. It has been decided to adopt the Government orders mentioned in para-2 above. It is hereby directed that while sanctioning House Building Advance for the enlargement/improvement of the house already owned by the Board employee which is not constructed/purchased with House Building Advance sanctioned to the employee but owned by the applicant by virtue of inheritance or by way of purchase through personal/private sources, it has to be verified by the sanctioning authority in consultation with an Executive Engineer/Civil of the Board, that the house proposed to be enlarged/improved is in conformity with the norms prescribed under Rule 3 (a) of House Building Advance Rules.

- 4. Receipt of this order shall be acknowledged.

(By Order of the Chairman)

Memorandum (Permanent) No. 32325/E2/88—2, (Sectt. Branch) dated the 7th July, 1988.

Sub : Loans and Advances—House Building Advance—Documents of title and mortgage deed executed by the loanee employees for whom House Building Advance sanctioned — Safe custody — Instructions—Issued.

As per Rule-9 (f) (i) of Tamil Nadu Electricity Board House Building Advance Rules, the original documents of title to the land and property under mortgage shall also be obtained from the mortgagor and kept in safe custody with the sanctioning authority along with the mortgage deed till the redemption of the mortgage deed. At present the House Building Advance file of the employee along with the documents such as mortgage deed etc. is transferred as and when a loanee employee is transferred from one office to another. This enables the office in which the person is working at that particular point of time to know whether all formalities have been completed and also to watch recoveries at proper time.

2. The mortgage deed is a valuable document and it should not be lost on transit or due to carelessness. It is therefore considered to have the custody of mortgage deed in a place different from that at which the person is working. The following instructions are therefore issued for safe custody of documents :—

- (i) The mortgage deed and the title deed shall be kept in safe custody by the respective sanctioning authority.
  - (ii) A separate register for watching the mortgage deed shall be opened indicating the name of the employee, employee number (wherever assigned) category to which the person belongs, date of sanctioning the House Building Advance, date of mortgage, the date of receipt of registered mortgage deed and documents of title and date on which the mortgage deed is released (in case of the loan is fully repaid).
  - (iii) Whenever an employee is transferred, the House Building Advance file also be transferred, with a **photostat copy of the mortgage deed**. Only the photostat copy of the mortgage deed shall be transferred along with House Building Advance file from place to place where the person is working. The original mortgage deed and the documents of title shall be retained by the authority who originally sanctioned the advance.
3. The orders shall take effect from the date of the Memorandum and the past cases shall not be reopened.
4. Receipt of this Memorandum should be acknowledged.

(By Order of the Chairman)

Memorandum No. 31824—E2/89—1 (Sectt. Branch) dated 15—7—1989.

Sub : Loans and Advances—House Building Advance—Sanction of House Building Advance to Board employees on deputation to State Government/State owned Corporation and Bodies—Further instructions—Issued.

Ref : B.P. Ms. No. 631 (S.B.) dt. 21—4—1976.

— — — — —  
In Board's Proceedings cited, it has been instructed that in case of deputationists who have exercised option finally for transfer to Board, their applications for House Building Advance will be considered for sanction. In such cases the Secretary/Chief Engineer (General) (now Chief Engineer/Personnel) shall be responsible for execution of agreements, mortgage, deeds, release of instalments etc. and they will also ensure that the monthly recoveries are effected by the Government/Corporations from the pay bill of the deputationists have obtained House Building Advance from the Board and that the amount recovered are remitted to the Board account under the House Building Advance Scheme.

2. Subsequent to the above orders, powers have been delegated to the Chief Engineers and Superintending Engineers for sanction of House Building Advance to the employees of the Board who are under their control respectively. In as much as powers have been delegated to Chief Engineers and Superintending Engineers for sanction of House Building Advance in cases of the deputationists who have exercised their options for reversion to Board, the respective sanctioning authority of House Building Advance under whom the employee last served shall be responsible for issue of sanction orders of House Building Advance for execution of agreements mortgage deeds, release of instalments etc. and they will also ensure that the monthly recoveries are effected by the Government/Corporations from the pay bill and that the amount are recovered and remitted to Board account under the House Building Advance Scheme.

Copy of :

Memorandum No. 23582—E2/86—37 (Secretariat Branch) dated 19—9—1989.

---

Sub : Loans and Advances—House Building Advance—Employees who die in harness—  
Recovery of House Building Advance outstanding Special Family Benefit Fund —  
Further instructions—Issued.

Ref : (i) B.P. Ms. (FB) No. 61 (Sectt. Branch) dt. 15—7—1986.

(ii) Govt. Lr. No. 50003/C1/88—3, Housing & Urban Development Department,  
dt. 17—10—1988.

---

As per the orders issued in Board's Proceedings first cited in the event of death of an employee before repayment of House Building Advance obtained by him in full including interest due thereon, the amount due from him towards the repayment of the loan shall be met by the Board provided the subscription from the employee has been commenced and continued till the month of his death.

2. In the reference second cited, the Government have issued certain instructions regarding the adjustment of outstanding dues under Tamil Nadu Government Employees' House Building Advance Special Family Benefit Fund Scheme. It has been decided to adopt the orders of the Government in this regard. Accordingly it is directed that arrears of recovery due to belated commencement of recovery towards repayment of House Building Advance should not be adjusted under the provisions of the Board's Proceedings first cited. Only outstanding dues, if the recovery has been commenced on the due date and continued as per the correct schedule of repayment should be adjusted.

3. Receipt of this Memorandum shall be acknowledged.

(By Order of the Chairman)

K. N. Rathinavelu,  
Secretary.

Memorandum No. 55233—E2/89—1, (Sectt. Br.) dated 3rd October 1989.

Sub : Loans & Advances—House Building Advance—Completion certificate by Civil Engineers—Reg.

Ref : Board's Memo No. 48738—N1/83—2, dt. 12—12—83.

Attention is invited to the memo. cited, wherein it has been instructed that the employees of the Board who have drawn House Building Advance shall furnish to the Sanctioning Authorities a completion report along with a certificate obtained from an Assistant Executive Engineer/Civil of the Board.

2. It has been brought to the notice that the completion certificates given by the Civil Engineers do not contain the details in full about the actual completion of house out of the Advances drawn by the employees from the Board.

3. The sanctioning authorities are therefore requested to ensure that the completion certificates of Assistant Executive Engineer/Civil produced by the loanee employees contain the particulars whether the house has been completed in all respects as per plan and the amount of advance drawn is fully utilised, as instructed in the memo. cited.

4. Receipt of the memo. shall be acknowledged.

## TAMIL NADU ELECTRICITY BOARD

## ABSTRACT

**LOANS AND ADVANCES—House Building Advances—Sanction of additional advance for completion of construction, and for Enlargement/Improvement of existing living accommodation etc.—Rate of interest—Orders—Issued.**

(Permanent) B.P. (Ch.) No. 310

(Sectt. Br.)

Dated the 13th November, 1989.  
Iyappasi 28, Sukkila,  
Thiruvalluvar Aandu 2020.

Read :

- (i) B.P. Ms. (Ch) No. 390 (S.B.) dated 11—11—87.
- (ii) B.P. Ms. (F.B.) No. 105 (S.B.) dated 5—12—87.
- (iii) G.O. Ms. 378 H & U.D. (CL) Dept. dated 3—5—89.

**Proceedings :**

In the B.P. 1st cited following the orders of the Government the Board enhanced the ceiling on the amount of House Building Advance from Rs. 1,75,000/- to Rs. 2,50,000/- for construction, Plot and construction and for purchase of Ready Built House/Flat and for Enlargement/Improvement from Rs. 75,000/- to Rs. 1,00,000/- within overall ceiling of Rs. 2,50,000/-.

2. The rate of interest on the House Building Advance sanctioned during 1987—88 from 11—11—87 is as follows :—

- |   |               |
|---|---------------|
| (a) For loans upto Rs. 50,000/-                     | 8% Per Annum  |
| (b) For loans from Rs. 50,001/- to Rs. 1,00,000/-   | 9% Per Annum  |
| (c) For loans from Rs. 1,00,001/- to Rs. 2,00,000/- | 10% Per Annum |
| (d) For loans from Rs. 2,00,001/- to Rs. 2,50,000/- | 11% Per Annum |

3. In the reference 3rd cited, the Government have ordered that the House Building Advance sanctioned for completion of construction, payment of additional cost of Plot/Flat to Tamil Nadu Housing Board, for Enlargement/Improvement of existing living accommodation and additional advance sanctioned for completion of enlargement etc., on and from 17—7—87 shall bear interest as will be applicable for the advance for original construction over and above the amount availed already.

4. As the Board follows the Government in regard to the procedure for calculation of interest as well as the rate of interest, it has been decided to adopt the Government Orders 3rd cited.

5. Accordingly it is directed that in respect of additional advance for completion of construction, payment of additional cost of Plot/Flat to Tamilnadu Housing Board, advance for Enlargement/Improvement of existing living accommodation and additional advance sanctioned for completion of enlargement etc., sanctioned on and from 11—11—87, shall bear interest as will be applicable for the advance for original construction over and above the amount availed of already as illustrated in the Annexure to these Proceedings.

6. All the sanctioning authorities are requested to take necessary action to issue necessary amendments to the orders already issued by them, in individual cases, indicating the correct rate of interest on and from 11—11—87 under the categories mentioned in para 5 above.

7. Receipt of the orders shall be acknowledged.

(By Order of the Chairman)



## ANNEXURE

Illustrations to arrive at the rate of interest on the house building advance sanctioned for Completion of Construction/Enlargement/Improvement etc. after 11-11-87.

Illustration No.	Advance already sanctioned prior to 11-11-87.	Advance sanctioned on or after 11-11-87.	Aggregate total of Col (2) & Col (3)	Rate of interest to be charged on the advance sanctioned in Col. (3)
(1)	(2)	(3)	(4)	(5)
1.	Rs. 1,20,000/- for construction of house.	Rs. 50,000/- or completion of construction of house.	Rs. 1,70,000/-	10%
2.	Rs. 60,000/- for Plot and construction of house. Rs. 10,000/- as additional advance for completion of construction	Rs. 1,00,000/- for enlargement of existing living accommodation.	Rs. 1,70,000/-	9% for that part of advance which is upto Rs. 30,000/- and 10% for that part of advance from Rs. 30,000/- to Rs. 1,00,000/-
3.	Rs. 90,000/- for Plot and construction of construction. Rs. 80,000/- for enlargement of existing living accommodation.	Rs. 20,000/- for completion of enlargement of existing living accommodation.	Rs. 2,10,000/-	10% for that part of advance which is upto Rs. 10,000/- and 11% for that part of advance from Rs. 10,001/- to Rs. 20,000/-
4.	Rs. 60,000/- for construction. Rs. 30,000/- for enlargement of existing living accommodation.	Rs. 30,000 for completion of enlargement of existing living accommodation.	Rs. 1,20,000/-	9% for that part of advance which is upto Rs. 10,000/- and 10% for that part of the advance from Rs. 10,001/- to Rs. 30,000/-
5.	Rs. 1,25,000/- for purchase of ready built flat.	Rs. 80,000/- for making improvements to the existing living accommodation.	Rs. 2,05,000/-	10% for that part of advance which is upto Rs. 75,000/- and 11% for that part of advance from Rs. 75,001/- to Rs. 80,000 -.

(True Copy)

**LOANS AND ADVANCES — House Building Advance — Sanction of advance for construction of house on the plot owned by the Board employee and his/her spouse — Orders — Issued.**

(Per.) B.P. (FB) No. 77,

(Secretariat Branch)

Dated : 27—12—1989.  
Sukkila, Margezhi 12,  
Thiruvalluvar Aandu 2020.

**Read :**

B. P. Ms. N . 252 (Secretariat Branch), dt. 21—5—1982.

**Proceedings :**

House Building Advance is sanctioned to the Employees of the Board for (i) purchase or plot and construction of house thereon; (ii) construction of house on existing plot; (iii) enlargement/improvement of an existing house and (iv) purchase of Ready Built House/Flat.

2. In the Board's Proceedings cited, the Board has directed that House Building Advance be sanctioned to an employee of the Board.

(i) for constructing a house on the land owned by his/her spouse and

(ii) for enlarging the living accommodation of the house owned by his/her spouse subject to certain conditions.

3. The question of sanction of advance to an employee for construction of a house on a plot jointly owned by the employee and his/her spouse and for enlargement/improvement of a house jointly owned by the employee and his/her spouse has been examined in detail. It is considered that when House Building Advance is sanctioned for construction of a house on a plot owned by either of the spouses, no harm will be done to the interests of the Board if House Building Advance is sanctioned for construction on a plot jointly owned by the Board's employee and the spouse as the land and house could be jointly mortgaged by both of them to the Board.

4. The Tamil Nadu Electricity Board therefore directs that House Building Advance be sanctioned to an employee of the Board.

(i) For construction of a house on a plot jointly owned by the Board employee and his/her spouse ;

(ii) for enlargement/improvement of a house jointly owned by the Board employee and his/her spouse.

In such cases the employee of the Board and his/her spouse should execute a joint No objection declaration, a joint agreement and a joint mortgage deed at the appropriate stages of the grant of advance. The employee of the Board should submit along with his/her application and other documents, a specific joint "No objection declaration" as given in the Annexure to these proceedings, agreeing to abide by the Rules and conditions which may be stipulated by the Board at the time of the sanction of advance. On sanction of the advance, the employee of the Board who has been sanctioned the advance and his/her spouse should execute necessary joint agreement and joint mortgage deed at appropriate stages in Form No. 5 and Form No. 12 respectively with suitable adaptations indicating the liability of the spouse of the employee of the Board, who owns the plot/house jointly with the Board employee to keep the property under mortgage to Board until the entire advance together with the interest thereon is fully repaid to Board.

(By Order of the Board)

**ANNEXURE**

(P) B. P. (FB) No. 77 (SB) 26 dt. 27—12—89.

No objection declaration to be executed by spouse of the Board employee for availing House Building Advance by him/her if the Land Building is jointly owned by the Board employee and his/her spouse.

I, ..... son of .....  
 residing at ..... and I ..... W/o .....  
 residing at ..... employed as .....  
 in the Office of .....  
 jointly and severally hereby declare that the plot of land/house bearing T. S. No./Door No. ....  
 Street..... in Village, Town .....  
 District .. State is in our absolute ownership, possession and  
 enjoyment free from all encumbrances as joint owners by means of sale deed/gift deed/settlement  
 deed/ ... deed No..... dated .....  
 registered in Book No. .... Volume No. .... at page(s) .....  
 of the Office of the ..... Registrars .....  
 more particularly described in the schedule hereunder. We have not created any encumbrance on the  
 schedule mentioned property by way of lease, sale, charge, mortgage, gift, will, hypothecation, surety  
 partition or otherwise either for our benefit or for the due benefit of any of our kith and kin. We have  
 neither allowed at any time any trespasser to occupy and enjoy the schedule mentioned property. We  
 are interested in further developing the schedule mentioned property for the benefit of ourselves and  
 our children by availing the house building advance from the Tamil Nadu Electricity Board hereinafter  
 called the Board constituted under the Electricity (Supply) Act, 1948, which has employed my  
 husband/wife as ..... in the Office of .....  
 we hereby declare and agree to be bound by the rules framed for the purpose by the Board. And hereby  
 we agree to execute jointly and severally the agreement, undertaking, mortgage deed or any other  
 document as may be prescribed and required to be executed by the Board from time to time before,  
 during or after availing the loan advanced by the Board for the said purpose. We also agree to indemnify  
 and reimburse the Board for any loss, costs, damages, expenses that it may incur at any time either  
 directly or indirectly in this behalf.

**SCHEDULE**

.....  
 .....  
 .....

Memorandum No. 23582-E2/86-39, (S.B.) dated the 6th January, 1990.

Sub : Loans and Advances—House Building Advance—Employees who die in harness  
— Recovery of House Building Advance outstanding—Special Family Benefit  
Fund—Recovery of subscription—Further instructions—Issued.

Ref : (1) B.P. Ms. (F.B.) No. 61 (Sectt. Branch), dt. 15-7-1988.  
(2) B.P. Ms. (FB) No. 102 (Sectt. Branch), dt. 3-12-1987.  
(3) Govt. Housing & Urban Development Department  
letter No. 60226-C1/88-7, dt. 11-7-1989.

In the reference third cited the Government have issued certain instructions to ensure prompt recovery of subscription towards Tamil Nadu Government Employees House Building Advance Special Family Benefit Fund.

2. The Board has also adopted the above House Building Advance Special Family Benefit Fund Scheme. A few cases of lapses in commencement of recovery of subscription from the eligible employees of the Board have been brought to the notice of the Board requesting orders for adjustment of the outstanding dues towards House Building Advance in respect of deceased loanees after collecting the subscription for the Tamil Nadu Electricity Board House Building Advance Special Family Benefit Fund from the dues of the deceased loanee or from the legal-heirs of the deceased in order to regularise the condition stipulated for recovery of subscription. It has therefore been decided to adopt the orders of the Government issued in the reference third cited, to ensure prompt recovery of subscription and the following instructions are issued :—

- (i) All the sanctioning authorities should indicate in the formal orders/orders releasing the advance/first instalment of House Building Advance, the quantum of subscription to be recovered towards one percent subscription relating to Tamil Nadu Electricity Board House Building Advance Special Family Benefit Fund. The Officer concerned under whom the loanee employee works should ensure that the one percent recovery towards subscription is made at the rates specified by the sanctioning authorities from the month of drawal of first instalment of House Building Advance without fail. In respect of past cases it shall be ensured that the recovery of subscription is made as per the Board's Proceeding first cited.
- (ii) The Pay Drawing Officers shall also furnish the following certificate in the establishment pay bills of their offices :—  

“ Certified that the one percent on House Building Advance recovery from the loanee employees who have drawn the first instalment of advance/advance have been effected in this bill and brought into the Tamil Nadu Electricity Board Employees, House Building Advance Special Benefit Fund from the month of drawal of first instalment of House Building Advance”.
- (iii) Necessary entry shall be made in the Service Register of the loanee employee to the effect that recovery of subscription towards Tamil Nadu Electricity Board House Building Advance Special Family Benefit Fund has been commenced from the month .....as per B.P. Ms. (FB) No. 61 (Secretariat Branch) dt. 15-7-1986 and B.P. Ms. (FB) No. 102 (Secretariat Branch) dt. 3-12-1987.

3. It is also directed that the recovery of one percent of instalment of House Building Advance recovery during the period of extra-ordinary leave of the loanee employee be recovered in one lumpsum when he rejoins duty and draws his next salary.

4. Receipt of this Memorandum shall be acknowledged.

**TAMIL NADU ELECTRICITY BOARD**  
(ABSTRACT)

Loans and Advances—Interest—Rate of interest for the year 1989-90—Orders—Issued,

(Permanent) B.P. (FB) No. 8

(Sectt. Branch)

Dated the 29th January, 1990  
Sukkila, Thai 16,  
Thiruvalluvar Aandu 2021

Read :

- (1) (Per.) B.P. (F.B.) No. 49 (Secretariat Branch) dt. 17-6-1989.
- (2) G.O. No. 1029, Finance (L.C.) Department, dated 15-9-1989.

**Proceedings :**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance and Conveyance Advances granted by Tamil Nadu Electricity Board to its employees during the year 1989-90 shall be as detailed below. These rates will take effect from the 1st April, 1989 :—

**Percent per annum  
for the year 1989-90**

**(i) For House Building Advance :**

- |  |    |
|--|----|
| (a) For loans upto Rs. 50,000/-                    | 9  |
| (b) For loans from Rs. 50,001/- to Rs. 1,50,000/-  | 10 |
| (c) For loans from Rs. 1,50,001/ To Rs. 2,50,000/- | 11 |

**Conveyance Advance :**

- |   |     |
|---|-----|
| (a) For purchase of motor car                             | 10  |
| (b) For purchase of motor cycles, scooters and bi-cycles. | 8.5 |

2. The penal interest for all the loans shall be 2% more than the normal rates of interest per annum.

(By Order of the Board)

## TAMIL NADU ELECTRICITY BOARD

Memorandum (Permanent) No. 45190/E2/87—1, (Sectt. Branch) Dated the 1st March, 1990

---

Sub : Loans and Advances—House Building Advance—Execution of mortgage deed—  
Exemption from stamp duty and registration fees—Orders issued.

Ref : (i) From Government Lr. No. 8894/C1/87—5, Housing & Urban Development  
Department dt. 3—7—1987.

(ii) (Permanent) B.P. (FB) No. 77 (Sectt. Branch), dt. 27—12—1989.

In the Board's Proceedings cited, the Board has issued orders that House Building Advance be sanctioned to an employee of the Board (i) for construction of a house on a plot jointly owned by the employee and his/her spouse; (ii) for enlargement/improvement of a house jointly owned by his/her spouse.

2. It is now directed that in cases where House Building Advance is sanctioned with reference to the orders above for construction of a house on a plot owned jointly by the Board employee and his/her spouse or for enlargement/improvement of the house jointly owned, the stamp duty and registration fees incurred in connection with execution of the Mortgage Deed have to be met by the Board employee, if the joint owner is NOT a Board employee.

(By Order of the Chairman)

TAMIL NADU ELECTRICITY BOARD  
BOARD OFFICE SECRETARIAT BRANCH

Memorandum No. 64497/E2/89—1, dated the 8th March, 1990.

---

Sub : House Building Advance—Safe custody of documents of title and mortgage deed—  
Instructions issued—Orders withdrawn.

Ref : Board's Memorandum (Permanent) No. 32325/E2/88—2 dated 7—7—1989.

---

In the Memorandum cited, orders have been issued regarding safe custody of the mortgage deed and the title deeds relating to the House Building Advance sanctioned to the employees of the Board. Accordingly a separate Register shall be maintained for watching the mortgage deed and whenever an employee is transferred the House Building Advance file of the employee also should be transferred with a photostat copy of the mortgage deed. The original mortgage deed and the documents of the title should be retained by the authority who originally sanctioned the advance.

2. In this connection, several reports were received regarding the difficulty experienced in following the above orders. Hence, the matter has been re-examined in detail and it has been decided to withdraw the orders issued in the Memorandum cited.

3. It is therefore directed that as it was being done prior to the issue of the Memorandum cited, the original House Building Advance file along with all the documents such as mortgage deed, title deeds etc. shall be transferred as and when a loanee employee is transferred from one office to another. The sanctioning authorities are requested to ensure that the original documents concerned shall be transferred by special messenger/by Registered Post with Acknowledgement Due or by Insured Post, in order to avoid loss of documents in transit. Receipt of acknowledgements in this regard should also be closely watched.

4. Receipt of this Memorandum should be acknowledged.

TAMIL NADU ELECTRICITY BOARD  
BOARD OFFICE SECRETARIAT BRANCH

Memorandum No. 611/E2/90—1, (Sectt. Br.) dated the 16th March, 1990.

---

Sub : Loans and Advances—House Building Advance—Excess sanction based on presumptive pay in certain Distribution Circles—Avoidance of—Instructions—Issued.

---

It is observed from the reports of the Inspection Teams relating to certain Distribution Circles that there are discrepancies in computation of Death-Cum-Retirement Gratuity while assessing the eligibility of House Building Advance for sanction. It is found that instead of arriving at the Death-Cum-Retirement-Gratuity with reference to the maximum time scale of pay in which the individual is working at the time of sanction of House Building Advance, the Death-Cum-Retirement Gratuity is calculated with reference to the presumptive pay such as next category maximum scale of pay etc. It is also observed that the estimates for sanction of House Building Advance are not with reference to the specifications relating to the various classes of houses as stipulated by the Board, The process of calculation mentioned above is not in order.

2. The sanctioning authorities are requested to follow the instructions of the Board in Circular Memorandum No. 105098/M1/ 83-2 (Secretariat Branch) dated 18-12-1984 and Memorandum (Permanent) No. 16161/N/E2/82-27 (Secretariat Branch) dt. 12-3-86 issued in this regard and also the other instructions of the Board in regard to sanction of House Building Advance scrupulously.

3. Receipt of this Memorandum shall be acknowledged.



Memorandum (Permanent) No. 48797/E2/88—4, (Sectt. Br.) dated the 11th April, 1990.

---

Sub : Loans and Advance—House Building Advances—Deduction of grace periods while arriving eligibility amount for sanction of House Building Advance and commencement of recovery—Instructions—Issued.

Ref : Memorandum (Permanent) No. 5632/E2/87—10 (S.B.) dt. 1—7—1988.

Certain clarifications have been raised regarding the difference between the grace period to be deducted for arriving at the eligible amount of House Building Advance as stipulated in the Memorandum cited and the period fixed for commencement of recovery of House Building Advance as fixed in the Tamil Nadu Electricity Board House Building Advance Rules.

2. The matter has been examined in detail in consultation with the Government and the following instructions are issued :—

- (i) The grace period already stipulated in Board's Memorandum (Permanent) No. 5632/E2/87-10 dated 1—7—1988 following the Government instructions shall be continued to be followed notwithstanding the difference between the grace period and commencement of recovery stipulated in the House Building Advance Rules.
- (ii) In respect of advance for making improvement to existing living accommodation, the amount of advance is paid in one lumpsum as done in the case of advance for purchase of Ready Built House/Flat. Hence, the recovery towards the repayment of advance for making Improvement shall commence from the month following the month in which the advance is disbursed as done in the case of advance sanctioned for purchase of Ready Built House/Flat.

3. Receipt of this Memorandum shall be acknowledged.

## TAMIL NADU ELECTRICITY BOARD

## (ABSTRACT)

Loans and Advance—House Building Advance - Counting of past service of Ex-Serviceman re-employed under Tamil Nadu Electricity Board for purpose of eligibility for advance—Orders—Issued.

---

(Permanent) B.P. (Ch.) No. 71

(Secretariat Branch)

Dated 21—4—1990  
Pramothutha, Chithirai 8,  
Thiruvalluvar Aandu, 2021.

Read :

From Government Housing & Urban Development Department. G.O. Ms. No. 474, dt. 9-6-1989

**Proceedings :**

As per Rule-1 of Tamil Nadu Government House Building Advance Rules, House Building Advance may be sanctioned to Government servants including All India Service Officers, who have completed six years of continuous regular service or who have been confirmed in a service whichever is earlier. In order to enable the re-employed Ex-Servicemen to avail House Building Advance the Government of Tamil Nadu have directed that the total past Military Service of Ex-Servicemen re-employed in regular capacity under the Government of Tamil Nadu be counted for the purpose of reckoning continuous regular service of six years to become eligible for Housing Building Advance subject to certain conditions.

2. It has been decided to adopt the above Government orders to Board also. Accordingly, it is directed that the total past Military service of the Ex-Servicemen re-employed in regular capacity under the Tamil Nadu Electricity Board shall be counted for the purpose of reckoning continuous regular service of six years to become eligible for House Building Advance if they have completed their period of probation in the post in which they are re-employed subject to the condition that they should not have drawn any House Building Advance during their Military Service.

(By Order of the Chairman)

Memorandum (Permanent) No. 72841/E2/89-4, (Sectt. Branch) dated the 3rd May, 1990.

---

Sub : Loans and Advances—House Building Advance for purchase of Ready Built House—Minimum floor area—Second and subsequent purchase of Ready Built House/Flat originally allotted by Tamil Nadu Housing Board—Clarification—Orders—Issued.

Ref : From Housing & Urban Development Department letter No. 55/C1/90-4, dated 7-3-90.

According to Rule-2(d) of Tamil Nadu Electricity Board House Building Advance Rules, the floor area of the house to be constructed or purchased must not be less than 22 square metres or 237 square feet. This condition is not applicable where the application is for advance for purchase of Ready Built tenement of Tamil Nadu Slum Clearance Board, Ready Built House/Flat from Tamil Nadu Housing Board and Madras Metropolitan Development Authority.

2. A clarification was raised as to whether in respect of second and subsequent purchase of the Ready Built House/Flat allotted by the Tamil Nadu Housing Board also, the conditions regarding minimum floor area need not be insisted since the house/flat was originally constructed by the Tamil Nadu Housing Board. The matter has been examined in consultation with the Government and it is hereby ordered that in respect of second and subsequent purchase of Ready Built House/Flats of Tamil Nadu Housing Board also, the condition regarding the minimum floor area need not be insisted and House Building Advance sanctioned in such cases subject to all other terms and conditions stipulated for sanction of House Building Advance.

3. Receipt of this Memorandum may be acknowledged.

Memorandum No. 10494-E2/90-4, (Secretariat Branch), dated 14-5-90.

---

Sub : Loans and Advances—House Building Advance—Advance for purchase of flat from private parties—Release of advance in instalments—Regarding.

Ref : B.P. Ms. (Ch) No. 119 (Sectt. Branch) dated 27-4-88.

---

As per the orders issued in the B.P. cited in respect of advance for purchase of flat which is under construction by private parties, the advance may be released in instalments if so required by the applicant. In such cases, the agreement between the employees and the promoters **must be registered**. The employees are permitted to produce the sale deed only for the undivided share of land in such cases and the sale deed for the entire flat value is not insisted. It has come to the notice of this office that in certain cases, the applications received from the employees for purchase of flat under constructions, without enclosing registered agreement from the promoters have been accepted. After receipt of the applications, the applicants have also been permitted to get the undivided share of land registered in their name through private sources invoking the provisions under Rule-3. On receipt of the sale deed for this undivided share of land, the House Building Advance also has been sanctioned. This is not in order. The applications for purchase of flats under construction cannot be treated as complete unless the agreement with the promotor is duly registered and enclosed with the House Building Advance applications. The applications with out the registered agreement should be treated as incomplete and it should be returned to the applicant. The sanctioning, authorities are requested to follow the Rules scrupulously.

2. Receipt of this memo. shall be acknowledged.

Memorandum (Permanent) No. 53423/E2/89-4, (S. B.) dated the 18th May, 1990.

Sub: Loans and Advances—House Building Advance—Sanction of advance for purchase of Ready Built House/Flat allotted by the Tamil Nadu Housing Board jointly in the name of the Board employee and spouse—Instructions—Issued.

Ref: From Secretary to Government, Housing & Urban Development Department, letter No. 71684/C1/88—5 dt. 1—7—1989.

As per Rule-3(a) of Tamil Nadu Electricity Board House Building Advance Rules, advance may be granted for purchasing a ready built house other than the one built and allotted by the Tamil Nadu Housing Board or any of the local bodies or Co-operative House Building Society, on hire purchase basis. Accordingly, at present House Building Advance is sanctioned for the purchase of a ready built house/flat allotted by the Tamil Nadu Housing Board only when the allotment is in the name of the Board employee.

2. The Government have now directed that House Building Advance may be sanctioned to Government servants for purchase of ready built house/flat allotted by the Tamil Nadu Housing Board jointly to the spouse and the applicants who are Government servants and for purchase of a ready built house/flat allotted in the name of spouse without insisting on transfer of the allotment to the applicants name.

3. It has been decided to adopt the above Government orders to Board. Accordingly, it is directed that House Building Advance may be sanctioned to the employees of the Board for the following :-

- (i) For the purchase or ready built house/flat allotted by the Tamil Nadu Housing Board jointly to the spouse and the applicant who are Board employees; and
- (ii) For the purchase of a ready built house/flat allotted in the name of their spouse without insisting on the transfer of the allotment to the applicant's name.

4. The order in para-3 above will hold good provided both the spouses execute a joint undertaking, a joint agreement and a joint mortgage deed at the appropriate stages as per the orders issued in Board's Proceedings Ms.No. 252 (Secretariat Branch) dated 21—5—1982 and also undertake to fulfil the other conditions stipulated in the Tamil Nadu Electricity Board House Building Advance Rules.

(By Order of the Chairman)

Memorandum No. 55808-E2/85-12, (Secretariat Branch) Dated the 21st May 1990.

---

Sub: Loans and Advances—House Building Advance—Sanction of House Building Advance for construction of house of plot owned by spouse of Government Servant and for enlargement of living accommodation of house owned by spouse of Government servant—Registration of mortgage deed—Exemption from payment of registration fee and stamp duty—Orders—Issued.

- Ref (i) B.P.Ms.No.252 (SB) dt. 21-5-82  
(ii) B.P.Ms.No.300 (SB) dt. 4-9-85  
(iii) From the Govt. H & U.D.D. letter No. 4624/C1/85-7 dt. 4-9-85.

In partial modification of the orders issued in the B.P. second cited, the following orders are issued in regard to reimbursement of Registration charges and stamp duty in respect of advance sanctioned to a Board employee for construction of a house on a plot owned by the spouse of the Board employee and for enlargement of the house owned by the spouse of Board employee;

- (1) If both the spouses are Board employees, the expenditure incurred towards the stamp duty and Registration fee in connection with the execution of joint mortgage deed following the sanction of House Building Advance to him/her for construction/enlargement on plot/house owned by his/her spouse shall be reimbursed.
  - (2) The orders issued in B.P.Ms.(Ch) No. 300 (Sectt. Branch) dt. 4-9-85 will apply in respect of cases when one of the spouse is not a Board employee. That is, the cases of House Building Advance sanctioned to Board employees for construction of a house on a plot owned by his/her spouse who is not a Board employee and for enlarging the living accommodation of the house owned by his/her spouse who is not a Board employee, will **not** be eligible for the concession of reimbursement of expenditure incurred towards stamp duty and Registration fee in connection with the execution of joint mortgage deed.
2. These orders will take effect from the date of this order.

(By Order of the Chairman)

Memorandum (Permanent) No. 73965/E2/86—29 (S.B.), dated 15—6—1990.

---

Sub : Loans and Advances—House Building Advance—Advance amount recovered in full—Returning of documents—Discharging of mortgage deed—Acknowledgement of debt—Prescribed Format—Further instructions—Issued.

Ref : Board's Memorandum No. 73965—E2/86—23 dated 12—1—89.

Some of the Sanctioning Authorities had reported that some of the Sub-Registrars refuse to accept the Format prescribed by the Board in the Memorandum cited for execution of acknowledgement of debt. In this connection, Inspector-General of Registration was addressed to clarify the procedure to be adopted in respect of re-conveyance of the mortgage deeds executed by the loanee employee when the full amount has been realised by the Board, as the Sub-registrars of the various Registration Offices, direct the employees in different manner.

2. Now the Inspector-General of Registration has clarified in his letter dated 20—4—90 that the Format prescribed by the Board for acknowledgement of debt while returning the mortgage deed executed by the loanee Board employee on repayment of the House Building Advance and interest thereon in full, may be registered as 'receipt' for the loan repaid. A copy of the letter from the Inspector-General of Registration is enclosed for reference and also for convincing the Sub-Registrars who refuse to accept the format of the Board in this regard.

3. The Sanctioning Authorities of the Board are therefore directed to adopt the Format for "acknowledgement of debt" as prescribed in the Memorandum cited.

4. Receipt of this Memorandum shall be acknowledged.

Memorandum (Per.) No. 25644/E2/88—10 (S. B.) dated the 30th June 1990.

Sub : Loans and Advance—House Building Advance—Time limit for utilising the advance—Watching of utilisation certificate—Instructions issued by Government—Adopted to Board—Orders—Issued.

Ref : Board's Memo. No. 17349—01/82—4 dt. 21—1—83.

As per Rule-7 (a)(1) of Tamil Nadu Electricity Board House Building Advance Rules, all the employees of the Tamil Nadu Electricity Board are permitted to produce certificate of Assistant Executive Engineer/Civil under the Board to claim instalments of House Building Advance sanctioned to them. Prior to 1983 two months time was allowed to the employees of the Board for producing utilisation certificate for every instalments of the advance drawn.

2. In 1983 in view of the difficulties expressed by the employees in producing the utilisation certificate within two months due to non-availability of cement, etc. the matter was re-examined in consultation with the Government and it was decided not to insist on utilisation certificate within two months. Accordingly orders were issued in the Memo. cited that time limit need not be fixed for submission of utilisation certificate. However, only on the production of the utilisation certificate for each of the instalments of the advance, the subsequent instalment for construction of building should be released.

3. The Government have now issued orders that time limit should be indicated in the formal sanction order/release order. The Government have stated if no time limit is prescribed it may lead to a situation where the loanees knowingly or unknowingly keep the amount of advance released to them for longer periods without utilising it.

4. It has been decided to adopt the Government instructions in this regard and the following time limits are fixed for producing utilisation certificate in respect of House Building Advance instalments in supercession of the orders issued in the Memo. cited :—

- |   |   |                     |
|---|---|---------------------|
| (1) Ready Built House/Flat  | — | 2 Months            |
| (2) <b>Plot-cum-construction :—</b>                               |   |                     |
| (i) Plot cost   | — | 2 Months            |
| (ii) 1st instalment for construction                              | — | 2 Months            |
| (iii) 2nd instalment for construction                             | — | 2 Months            |
| (iv) 3rd instalment for construction                              | — | 3 Months            |
| (3) <b>Construction :—</b>  |   |                     |
| (i) 1st instalment  | — | 2 Months            |
| (ii) 2nd instalment   | — | 2 Months            |
| (iii) 3rd instalment  | — | 3 Months            |
| (4) <b>Enlargement :—</b>   | — | As for construction |
| (5) <b>Improvement :—</b>   | — | 2 Months            |
| (6) Additional advance for completion of construction/enlargement | — | 2 Months            |

The 18 months period stipulated in the Rules for construction of building includes that time limit allowed for utilisation of each instalment of advance and the time that will be required the Administrative Departments to release the instalments. In deserving cases the sanctioning authorities may allow extension of time upto 3 months in respect of each instalment at a time subject to a maximum of one year for all the instalments as already provided in the Rules.

5. The sanctioning authorities are therefore requested to indicate specifically in the formal sanction orders/release orders the time limit within which the advance/instalment of advance is to be utilised. After release of advance/instalment of advance, the receipt of utilisation certificate should be watched and if necessary recourse to inspection of construction should be resorted to ensure that there is no misuse of money advanced.

6. Receipt of the memo. shall be acknowledged.

(By Order of the Chairman)



Memorandum (Permanent) No. 10959/E2/90 -2 (S.B.) dated the 16th July, 1990.

---

Sub : Loans and Advance—House Building Advance—Calculation of interest on House Building Advance principal—Regarding.

---

As per Rule-8 of Tamil Nadu Electricity Board House Building Advance Rules, an employee of the Board should agree to the incorporation of a suitable clause in the prescribed agreement and mortgage deed to the effect that the Board shall be entitled to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceeding retirement, from the whole or any part of the gratuity. Accordingly, a provision is also made in the agreement and mortgage deed executed by the loanee employee. As such normally the interest is calculated only upto the date of retirement or death. In the case of employees who die in harness, where adjustment of Death-cum-Retirement Gratuity arise, the interest is not calculated upto the date of settlement of dues and the consequential adjustment of the Death-cum-Retirement Gratuity towards House Building Advance, but interest is calculated only upto the date of death.

2. In some cases, due to the pendency of Disciplinary Proceeding action against the employees, the outstanding House Building Advance Principal and interest thereon could not be adjusted against the Death-cum-Retirement Gratuity payable to those employees on a doubt raised regarding the question of calculation of interest. The matter has been examined in detail. It is clarified that in such cases the calculation of interest for House Building Advance has to be decided on the outcome of the Disciplinary Proceedings and the interest will be calculated upto the date of adjustment of the Death-cum-Retirement Gratuity amount. However, if the employee is exhonored, then the interest will be calculated till the date of retirement.

3. Receipt of this memorandum may be acknowledged.

Memorandum (Permanent) No. 4074/E2/90—3, (S.B.) dated the 30th July, 1990.

Sub : Loans and Advances—House Building Advance—Employees residing with Board's Quarters—Applied enlargement of House Building Advance to enlarge the existing house—Clarification.

Ref : From SE/Operation/Ennore Thermal Power Station letter No. SE (O)/ETPS/Adm. I/A9/F. HBA/D78/90 dt. 12—1—90.

As per Rule-12 of Tamil Nadu Electricity Board House Building Advance Rules, the employees of the Board provided with departmental Quarters should vacate the Quarters when they avail House Building Advance for purchase/construction of the house. This condition need not however be made applicable in cases where the house constructed/purchased is in a different Local Body and also far away from the workspot and the Superintending Engineer or any other responsible officer under whom he is working certifies that shifting of the employee from Board's Quarters will be detrimental to Board's work.

2. A point has been raised for clarification whether House Building Advance for enlargement of existing house may be sanctioned to the Board employees who have constructed houses out of Board's loan around Madras City and are residing at Board's Quarters. The matter has been examined in detail.

3. As per House Building Advance Rule-4(a), the House Building Advance for enlargement may be sanctioned to the employees of the Board for their bonafide personal requirements. Accordingly advance for enlargement is to be granted only when the house constructed or purchased by a Board employee is found insufficient at a later date for his bonafide personal use. Hence, granting advance for enlargement which is specifically meant for increasing insufficient accommodation in an existing house for bonafide personal use, to an employee who is actually living in Board's Quarters confers un-intended benefit and is against the spirit of the Rules.

4. It is therefore directed that House Building Advance for enlargement need not be sanctioned to any employee of the Board, who is provided with Board's Quarters.

5. Receipt of this Memorandum may be acknowledged.

(By Order of the Chairman)

COPY OF :

## GOVERNMENT OF TAMIL NADU

From  
Thiru C. Chellappan, I.A.S.,  
Secretary to Government.

Housing and Urban Development Department,  
Secretariat,  
Fort St. George, Madras-9.

To  
All Collectors.  
Sir,

Letter No. 15251/CI/90-4

Dated : 3rd August 1990.

Sub : Loans and Advances—House Building Advance—Sanction of advance to Government Servants who after applying for advance to complete construction/purchase ready built house etc., with private loans—Clarifications—Issued.

Ref : From the Collector of Madurai,  
Letter Roc. No. V2/201563/88 Dated : 14-2-90.

I am directed to state that the Collector of Madurai in his letter cited, has sought for certain clarifications in the matter of sanction of house building advance to Government Servants who after applying for house building advance raise private loans purely as **temporary** measure and complete the construction of house/ purchase ready built house etc., The following clarifications are issued on the points raised by him.

Points raised	Clarification Issued
(i) Whether the Sanctioning Authority on receipt of intimation from the Government Servant for raising private loan should give permission in writing to the Government Servant to raise private loan ?	The house building advance rules do not insist that permission by Sanctioning Authority has to be issued. However, as per rule 6(4)(a)(1) of the Tamil Nadu Government Servants Conduct Rules 1973, permission of the Government should be obtained for raising private loans. As such the loanee shall also intimate in writing to the Sanctioning Authority his intention to raise private loans purely as temporary measure to complete construction etc., in view of urgency.
(ii) Whether the names of persons from whom loan is to be obtained by the Government Servant and consent letter from the creditors should be insisted	Under rule 6(4)(a)(1) of the Tamil Nadu Government Servants Conduct Rules 1973, permission of the Government to raise loans is necessary. The name and address of the persons from whom the loan is to be raised by the Government Servant should be insisted. The amount of loan from each should also be furnished. Before sanction of house building advance, the genuineness of the private loans raised by the loanee has to be verified in such manner as it deems necessary. Loans from the Institutions like Life Insurance Corporation of India or Housing Development Finance Corporation or Co-operative Housing Societies which lend for housing purposes can not be considered as private loan raised as an urgent measure.

(iii) Whether after sanction of the loan, receipt from creditors should be called for so as to verify whether the Government Servant has cleared the private loan out of the advance sanctioned to him

(iv) Whether the permission to raise private loans may be given even before the Government Servants obtain permission for constructing or purchase of houses from their Heads of Departments when applied for

(v) It is presumed that the entire advance in one lumpsum may be sanctioned to such Government servants who complete the construction out of private loan, instead of 3 instalments as being done normally in the case of construction, after observing all formalities of obtaining Utilisation Certificate, Mortgage Deed, Completion report etc.,

(vi) In the case of house allotted by Tamil Nadu Housing Board, the payment is made usually direct to the Tamil Nadu Housing Board. However, if the Government Servants obtain private loans and make direct payment to the Tamil Nadu Housing Board initially, it may be clarified whether advance amount after sanction may be paid to the Government Servants direct.

Yes. After the sanction of house building advance, it has to be verified whether the loanee has actually utilised the advance to clear the private loans already raised by him to complete the construction etc. As such, the receipts from the Creditors should be verified to the satisfaction of the Sanctioning Authority.

Under house building advance rules, sanction of house building advance to raise private loans in view of urgency to complete the construction of house etc., is permissible only when the application for house building advance is already pending with the sanctioning authorities. As such, permission for construction or purchase of a house is a pre-requisite one. Permission to raise private loans before grant of permission for construction/ purchase of house does not arise.

The HBA Rules do not provide for the release of the instalments of the advance in one lumpsum. Release of all the instalments in one lumpsum will not be in conformity with provision in rules. In cases, where all the instalments have to be released in one lumpsum. Orders of the Government should be obtained for such releases.

The advance may be released to the loanee Government Servant concerned direct after obtaining a certificate from the Tamil Nadu Housing Board that the amount has been paid to the Tamil Nadu Housing Board.

Yours faithfully,

Sd/- x x x x/16-8-90

For Secretary to Government.

Copy to :

All Heads of Departments.

All Secretaries to Government.

All Public Sector Undertakings.

(True Copy)

TAMIL NADU ELECTRICITY BOARD  
BOARD OFFICE SECRETARIAT BRANCH

Endorsement No. 63928/E2/90—1, dated 8th October '90.

---

Copy communicated for information and future guidance.

K. N. Rathinavelu,  
Secretary.

To

All Chief Engineers.  
All Superintending Engineers.  
All General Superintendants.  
The Chief Financial Controllers/Board Office Accounts Branch.  
The Chief Internal Audit Officer/Board Office Audit Branch.  
The Deputy Secretary-I/Board Office Sectt. Branch.  
The Under Secretary/Establishment/Board Office Sectt. Branch.  
The Under Secretary/General/ -do-  
The Under Secretary/Miscellaneous/ -do-  
The Divisional Engineer/Basin Bridge Power House, Madras-12.

Copy to :

Personal Assistant Tamil Development for publication in the T.N.E.B. Gazette.

All Branches.

Administrative Unit I to V of Technical Branch.

'B', 'F', 'I' & 'M' Sections/B.O.S.B./O & M Cell/B.O.S.B.

Executive Assistant to Chairman.

Personal Assistant to Secretary.

Personal Clerk to Accounts Member.

Stock File.

(True Copy)

Memorandum No. 57321/E2/90-1, (Secretariat Branch), dated 10th October 1990.

---

Sub : Loans and Advances—House Building Advance—Employees residing in Board's Quarters—Sanction of House Building Advance to enlarge the existing house—Orders issued—Withdrawn.

Ref : Memo. (Per.) No. 4074/E2/90-3, dated 30-7-90.

In the Board's Memo. cited, it was directed that House Building Advance for enlargement need not be sanctioned to any employee of the Board who is provided with Board's Quarters.

2. Based on the representations received from the Tamil Nadu Electricity Board Engineers' Association and certain sanctioning authorities, the matter has been reconsidered and it has been decided to withdraw the orders issued in this regard. Accordingly the orders issued in the memo. cited are hereby cancelled.

3. The receipt of the memo. may be acknowledged.

(By Order of the Chairman)

Memorandum (Permanent) No. 52353/E2/90-2 (Secretariat Branch) dated 10-10-90.

---

Sub : Loans and Advances—House Building Advance—Calculation of Death-Cum-Retirement—Gratuity for arriving at the quantum of House Building Advance amount—Instructions—Issued.

Ref : Board's Memo. No. 7653-N1/85-2 dated 30-5-85.

---

As per Board's Memo. cited, the Death-Cum-Retirement-Gratuity for the purpose of sanction of House Building Advance is to be calculated only with reference to the basic pay.

2. Now certain percentage of the basic pay is added as Dearness Pay and the Death-Cum-Retirement-Gratuity (for the purpose of terminal benefits) is arrived with reference to the Basic Pay + the Dearness Pay. A doubt has been raised whether the rate of dearness pay has to be taken into account along with the Basic pay of the maximum scale of existing post held by the loanee employee or the pay alone has to be taken into account as ordered in the Board's memo. cited for the purpose of House Building Advance.

3. The intention of taking the Death-Cum-Retirement-Gratuity into account for the purpose of sanction of House Building Advance is to ensure that the entire loan sanctioned can be recovered from the employee. It is therefore directed that whenever the Board revises the method for calculation of Death-Cum-Retirement-Gratuity, the same method will have to be followed for calculating the Death-Cum-Retirement-Gratuity for the purpose of House Building Advance also.

4. The receipt of the memo. may be acknowledged.

Memorandum No. 69227/E2/90-1, (Secretariat Branch) dated 27th October 1990

Sub : Loans and Advances — House Building Advance—Completion of construction/Enlargement Granting of extension of the limit — Further instruction—Issued—Modified.

Ref : (i) B.P. Ms. (FB) No. 57 (Sectt. Br.) dt. 8—7—86.  
(ii) Board's Memo. No. 25868/E2/86-2 dt. 8—7—86.

As per the existing orders in the Memo. second cited the proposals for granting extension of time beyond 30 months for completion of construction of house (out of the House Building Advance availed from the Board) should be sent to the Chairman for approval **through** the authorities as indicated below :—

(i) Proposals relating to staff of Secretariat Branch, Audit Branch and Class I Officers of Distribution Circles/Construction Projects, Generation Circles and General Construction Circles.	Secretary
(ii) Proposals relating to staff of Administrative Branch and employees in Distribution Circles, Construction Projects, Generation Circles and General Construction Circles.	Chief Engineer/ Personnel
(iii) Proposals relating to staff of Accounts Branch.	Chief Financial Controller
(iv) Proposals relating to those working in Technical Branch.	The unit Superintending Engineers

2. In order to ensure uniformity in the procedure to be followed it is hereby ordered that in respect of items (ii) to (iv) in para 1 above also the proposals should be submitted to the Chairman by the Chief Engineer/Personnel, Chief Financial Controller and the Unit Superintending Engineers **thro' the Secretary** in future.

3. The receipt of this memo. shall be acknowledged.

(By Order of the Chairman)



**Loans and Advances—House Building Advance — Sanction of Advance for construction of house involving ground and first floor— Stage at which the instalments are to be released — Orders—Issued.**

Permanent B.P. (Ch)No. 256

(Secretariat Branch)

Dated 17—12—1990,  
Margazhi 2, Promothutha.  
Thiruvalluvar Aandu 2021.

Read :

G. O. Ms. No. 1167, H & UD Dept., dated 24—9—90.

**Proceedings :**

As per Rule 5 (2) of Tamil Nadu Electricity Board House Building Advance Rules, the advance meant for construction of a house/for enlargement of existing house involving foundation, shall be released in 3 instalments as follows :—

- |                       |   |                              |   |   |
|-----------------------|---|------------------------------|---|---|
| (1) First instalment  | — | 30% of the Sanctioned amount | — | For bringing the construction upto plinth level.                              |
| (2) Second Instalment | — | 40% of the Sanctioned amount | — | For bringing the construction upto roof level (Inclusive of roof).            |
| (3) Third Instalment  | — | 30% of the Sanctioned amount | — | After construction reaches roof level (i. e.) for completion of construction. |

2. When the enlargement does not involve foundation work the advance shall be released in 2 instalments as follows :—

- |                       |   |                              |   |   |
|-----------------------|---|------------------------------|---|---|
| (1) First Instalment  | — | 50% of the Sanctioned amount | — | For bringing the construction upto roof level. (Inclusive of roof).                 |
| (2) Second Instalment | — | 50% of the Sanctioned amount | — | After the construction reaches roof level (i.e.) for completion of the enlargement. |

3. In the G. O. cited, with reference to doubts raised by certain Sanctioning Authorities, the Government have stipulated the pattern for release of instalments when the construction involves the ground and first floor.

4. It has been decided to adopt the above orders of the Government in respect of House Building Advance sanctioned to the employees of the Board. Accordingly it is directed that the House Building Advance sanctioned to the employees of the Board for constructing house with **ground and first floor** be disbursed in three instalments as detailed below :—

No. of instalment	Ratio of instalment	Stage at which the instalment may be released
(1) 30% of the sanctioned amount	—	For bringing the construction upto ground floor roof level (excluding laying roof slab)
(2) 40% of the sanctioned amount	—	After the construction is brought upto ground floor roof level (excluding roof slab) for completing the ground floor and first floor roof.
(3) 30% of the sanctioned amount	—	After the roof of the first floor is laid, for completing the construction.

The time limit for utilisation of each instalment of the advance shall be **three months** and the time limit for the completion of the house shall be **18 months** as per the existing orders.

5. Amendments to Tamil Nadu Electricity Board House Building Advance Rules will be issued separately in due course.

(By Order of the Chairman)

**Loans and Advances—Interest—Rate of interest for the year 1990—1991—Orders—Issued.**

(Permanent) B.P. (FB) No. 54

(Secretariat Branch)

Dated 31—12—1990  
Margazhi 16, Promothudha,  
Thiruvalluvar Aandu 2021.

Read:

- (1) (Permanent) B.P. (FB) No: 8 (SB) dated 29—1—90.
- (2) G.O.Ms.No. 1189 Finance (LC) Department, dt. 14—11—90.

**Proceedings:**

The Tamil Nadu Electricity Board directs that the rates of interest to be charged on House Building Advance and conveyance advances granted by Tamil Nadu Electricity Board to its employees during the year 1990-91 shall be as detailed below. These rates will take effect from 1st April, 1990:—

**(i) For House Building Advance**

**Percent per Annum for the  
year 1990—91.**

- |  |    |
|--|----|
| (a) For loans upto Rs. 50,000/-                      | 9  |
| (b) For loans from Rs. 50,001/- to Rs. 1,50,000/-.   | 10 |
| (c) For loans from Rs. 1,50,001/- to Rs. 2,50,000/-. | 11 |

**(ii) Conveyance Advance**

- |   |     |
|---|-----|
| (a) For purchase of Motor Car                           | 10  |
| (b) For purchase of Motor Cycles, Scooters and bicycles | 8.5 |

2. The penal interest for all the loans shall be 2% more than the normal rates of interest per annum.

(By Order of the Board)

K. N. Rathinavelu,  
Secretary.

---

Printed at  
TAMIL NADU ELECTRICITY BOARD PRESS,  
Madras-600 038.  
(T.W.O. 4192) 600 Bks., 3-94.

---