

**Application for distress loans under Chapter XXIV of the Establishment Code
- Department of Pensions -**

1. Full name of the applicant :-
2. Office and the unit of the officer:-
3. Designation :-
4. Nature of the appointment
 - i. Whether it is permanent and pensionable :-
 - ii. Whether it is temporary :-
5. Date of first appointment :-
6. Date of birth and the age :-
7. Private address :-
8. Contact number :-
9. N.I.C. number :-
10. Number of the salary slip :-
11. Salary particulars(.....(month)
 - i. Monthly consolidated salary :-
 - ii. Limit of 33 1/3, 40% from the monthly salary :-
12. Amount of the loan applied for :-
13. Reason for applying :-
14. Particular of the documents attached to prove the matters in the application :-
15. The amount and the date of distress loan or salary loan obtained for the last time from Debt Conciliation Board or under Public Administration Circular No 293, if such loan has been obtained at a previous occasion.

Name of the Borrower	Office, where the Borrower serves	Total amount and date		Monthly installment and date		Interest	
		Rs.	Cts.	Rs.	Cts.	Rs.	Cts.

I hereby state that the particulars mentioned by me above are true and correct and further the loan obtained is not used for any purpose other than the purpose, for which the loans is issued.

Place :-

Date :-

.....
Signature of the Applicant

Minute of the Clerk- Establishment

(With reference to the personal file)

- 1. Particulars from 01 to 06 are correct
- 2. Consolidated salary entitled as at 20 as per the page.... Of the personal file
(Except allowances)

.....
Date

.....
Clerk- Establishment

Minute of the Clerk- Salaries

(As per the salary ledger)

Salary as at20..... (Paid)

- 1. Consolidated salary :-
- 2. Allowances :-
- 3. Total :-
- 4. Limit of 33 1/3, 40% from the monthly salary:-
- 5. Total deductions except exemptions:-
- 6. Installment of the distress loan :-

.....
Staff Officer

Date:-

.....
Clerk- Salary Ledger

Minute of the Clerk- Salary Ledger

(As per ledger CC10)

- 1. Balance of the distress loan and installment:-
- 2. Date of commencement for the recovery of distress loan issued for the last time and the
installment:-

.....
Staff Officer

Date:-

.....
Clerk- Salary Ledger

Minutes of the Clerk- Loans

As per the minute no 02 of the Clerk- Loan Ledger,

1. Last date on which the loan was paid:-
2. Amount of loan paid :-
3. 06 months has/hasn't lapsed from the date, on which the distress loan was obtained for the last time.

(Minute no 02 of the Clerk- loans should be taken in to consideration.)

4. Amount of loan, which can be approved-	Rs.	Cts.
Salary of 10 months (Rs.....)	.....	.....
Deducted –Outstanding amount of the loan	.....	.....
5. Amalgamation of loans:		
Total outstanding amount of loan at present	.....	.....
Add – New loan	.....	.....
6. Installment to be recovered (..... % from the salary.)		
Interest of the first installment	.....	.....
7. Verifying whether recoveries can be made within the limit of 40% - 33 1/3		
Total deductions made at present	.....	.....
Less – Present loan installment	.....	.....
Balance	.....	.....
New loan installment	.....	.....
Add : New loan interest	.....	.....
Total	.....	.....

8. The loan application, other relevant documents and security bond submitted by the applicant have been checked and they are correct and duly completed

9. A loan of Rs: can be approved. A.D./ Admin Officer can recommend for approval

10. Submitted for approval/ orders.

11. Whether the officer has signed as a guarantor for another loan as per the loan register?
If so, give relevant particulars:-

Name of the receiver of loan	Service station	Amount	Installment	Interest
.....
.....

Date: -

Clerk- Loans

Part IV

- | | |
|--|--|
| (1) Application | (5) Attestation of the Attorney at Law |
| (2) Report issued from the office | (6) Affidavit |
| (3) Agreement | (7) Declaration of the Guarantor |
| (4) Security Bond / Salary particulars | (8) Letter of the loan |

All the above documents are in order. Please make the relevant payment.

.....
Subject Clerk

It is hereby checked and certified that the above mentioned documents are correct.

.....
Chief of Unit / Chief Clerk

It is hereby recommended for approval.

.....
Administration Officer / Assistant Director

Approved/ not approved

.....
Director / Director General

Date:-

Department of Pensions
Maligawaththa
Colombo- 10.

Director General of Pensions,

Declaration made on the utilization of distress loan.

I, (Mr./Mrs./Miss), serving in
the post of at the
Department / office hereby apply the distress loan for
and do hereby declare honestly and truly that the said amount of loan will be used solely for the
purpose given in the application.

Signature:-.....

Name :-.....

Date :-.....

This agreement is made on the following day and days between
residing at
 (hereinafter referred to as
 the borrower and shall include wherever necessary the above mentioned
and his/her heirs,
 executors, administrators) of one part and
, who are acting and authorized for and on behalf of the
 Government of the Democratic Socialist Republic of Sri Lanka.(hereinafter referred to as the
 Government) of the other part.

1. Whereas the Government has agreed to grant the said borrower an amount of not more than Rs:
 which is required by the borrower for
 on or before the day of, ,
 20.....
2. The borrower shall utilize the loan solely for the purpose mentioned and the documents , which
 confirm that the said loan granted by the Government to the borrower has been utilized for the
 said purpose, shall be submitted either to the officer authorized by the Government or his
 authorized representative for examination on or before , , 20.....
3. The borrower hereby agrees to pay the amount of Rs: along with an
 annual interest of per cent (.....%) in
 installments, of which each installment shall be Rs: and there would be
 just one installment of Rs:, to be settled on the 01st if every month and to
 pat the pay on or before..... of next (Month) the first installment
 of (Month) of (Year).
4. The borrower hereby grant authority to the Deputy Secretary of the General Treasury to deduct
 monthly the above mentioned installments, which shall be paid by the borrower himself as a
 public servant, from his/ her salary and the parties of this agreement also agree in the following
 manner. In case where, the borrower
 - i. Is not a public servant further; or
 - ii. Demises; or
 - iii. Breaches the sections of this agreement in any way,

The total amount of this loan or any part, which is outstanding from the loan, if any, shall be
 settled with immediate effect irrespective of any terms indicated in the agreement.

In witness whereof the said parties have signed this agreement at the following places on following days.

Signed by the said on.....
.....,, 20

Signature: -.....
(Borrower)

In the presence of, the witness.

Signature of the witness: -.....

Reference to the file:-
.....
.....

Occupation:-

Signed by the (Officer authorized
by the Government) at this Day of
.....,, 20.....

Signature: -.....
(Officer authorized by the Government)

(On behalf of the Government)

In the presence of, the witness.

Signature of the witness: -.....

Reference to the file:-
.....
.....

Occupation:-

23rd Appendix (XXIV – 14:1(8))

Declaration of irrevocable undertaking to commute pension

I ,serve in the post of.....
..... in the Department of Pensions do hereby undertake to settle in full , at the
time of my retirement from the public service the outstanding balance of the loan granted to me
for In the event of my failing to do so, I
shall exercise the option to commute my pension and authorize the Director General of Pensions
to recover the balance outstanding in full from the commuted pension I may receive.

Signed by the afore said aton the
.....day of20

.....

Signature of the Declarant

In the presence of the following witness.

Signature :-
Name :-
Address :-
.....
.....

Declaration of the Surety

Declaration made by Mr./Miss/Mrs.....the
 proposed Surety of Mr./Miss./Mrs.....for
 the payment of a loan of..... Under Public Administration Circular No. 293.

1. Full name of the Surety:
2. Designation of Surety:
3. Service Station:
4. Date of first appointment:
 - i. Permanent and non-pensionable:
 - ii. Permanent and pensionable :
5. Date of birth:
6. Expiry date of service extension, if the service has been extended:
7. Whether any disciplinary action is being taken against you? :
8. Particulars of the present salary (.....,, 20.....)
 - i. Monthly consolidated salary:
 - ii. 40% or the limit of 33 1/3 from the salary :
 - iii. The total deductions from the salary, which are taken in to the above limit:
 - iv. Balance which can be recovered within the limit:
9. Total balance to be settled, if the declarant is at present has borrowed a loan:
10. Give following particulars, if the guarantor has signed as a guarantor for any money of the Government:

Name of the main borrower	Designation	Outstanding balance	Monthly installment
.....
.....
.....
.....

11. Private address:

.....

I hereby declare that the particulars given by me above are true and correct, and further agree to sign as the Surety for the loan of Rs..... applied by Mr./Miss./Mrs holding the post of.....the Department of Pensions.

Place :

Date :

.....
(Declaration of the Surety)

Particulars from 1 to 7 and 10 of the declaration are tallied with the minutes of the personal file of the officer.

Date:-

.....
Signature of the Clerk- Establishment

Particulars under para 8 of the declaration are correct..

Date:-

.....
Signature of the clerk- salaries

Report of the Head of Department

Particulars of Mr./Miss./Mrs....., the proposed Surety indicated on the other side of the page are true and correct. He/she is suitable and eligible person to accept as a Surety.

Date:-.....

.....
Head of Department

Minutes of the office

Surety can / cannot be accepted

.....
Clerk- Loans

Surety is accepted.

.....
Loan is hereby approved.

Know all men by these present that

I,, serve at present at the Department of.....and reside at and I,....., sign as the surety (Sign hereby) and reside at are jointly and severally held and firmly bound in to the Government of the Democratic Socialist Republic of Sri Lanka (hereinafter referred to as Republic) in the sum of Rupees Lawful money of Sri Lanka to be paid on demand of the Government of the Democratic Socialist Republic of Sri Lanka at Colombo for which payment to be well and truly made, we the obligors for ourselves and each of us and our respective heirs, executors and administrators do hereby bind ourselves jointly and severally.

Further, I,, aforesaid guarantor do hereby bind renouncing the *Beneficium Ordinis Excussionis* and all other benefits privileges and exceptions to which Sureties as such are by law entitled.

Signed on this.....day ofin the year of Two Thousand.....

Since the borrower has obtained a loan form the aforesaid Republic for..... on the agreement to pay back with an annual interest of% by installments to be deducted monthly from the salary received as an officer engaged in the service of the Republic,

the condition of the above bond or obligation is such that if the said borrower shall faithfully pay the aforesaid loan with the above interest in Rs..... by installments to be deducted monthly from his/ her salary, or if his/her surety settles fully the amount, which was in arrears from the loan obtained by the borrower along with the interest to the Republic in such a situation, where the borrower loses employment due to dismissal, resignation form the post, or any other reason, then this bond or obligation shall be null and void but otherwise full force virtue and operation.

In witness whereof, the parties mentioned have signed this bond on.....Two Thousand.....

Witness for the signature of the main principal borrower

- 1. Signature of Principal borrower
- 2.

Witness for the signature of surety

- 1. Signature of the surety
- 2.

I hereby sate that I have fully understood the meaning of the phrase “*Beneficium Ordinis Excussionis*” and the effect of renouncing the same before signing the aforesaid bond or obligation.

Date..... Signature of the surety