

APPLICATION FORM FOR GRANT OF ADVANCE FOR PURCHASE OF LAND AND/OR PART/FULL CONSTRUCTION/ENLARGEMENT, ETC. OF A HOUSE

(To be filled by the applicant)

GENERAL

1. Name (in block letters) In the Ministry/Office.....
2. Post held (i)Permanent..... In the Ministry/Office.....
(ii) Temporary/Offig..... in Ministry/Office.....
(iii) Length of service on the date of application.....
3. Present pay as defined in Rule 4(b) and scale of pay
4. Whether governed by Pension Rules ?
5. Date of retirement
6. Amount of Provident Fund/any other advance/final withdrawal taken for purchase of land/construction
(an Attested copy of the sanction to be enclosed)

PARTICULARS RELATING TO ADVANCE

7. If advance is needed for purchase of a plot and/or for construction of a new house, please give the following information:-

A. Plot

| Location with address | Rural/Urban | Is it clearly demarcated & developed | Approximate area (in sq. metrs.) | (a) Cost (B) Amount actually paid | If not purchased when proposed to be acquired | Unexpired portion of lease if not freehold |
|-----------------------|-------------|--------------------------------------|----------------------------------|--------------------------------------|---|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | (a) | | |
| | | | | (b) | | |

B. Construction

| Floor-wise area to be constructed (in Sqr. mtrs.) | Estimated cost | Amount of advance required (for land/construction/both) | No. of installments for repayment |
|---|----------------|---|-----------------------------------|
| 8 | 9 | 10 | 11 |
| Ground Floor | | | |
| 1 st Floor | | | |
| 2 nd Floor | | | |

8. If advance is required for enlarging the existing house, please state:-

| Location with address | Plinth area (in Sq. mtrs.) | Plinth area proposed for enlargement (in Sq. mtrs.) | Cost of construction/ acquisition of existing house | Cost of proposed enlargement | Total plinth (2+3) | Total cost (4+5) | Amount of advance required | No. of installments for repayment |
|-----------------------|----------------------------|---|---|------------------------------|--------------------|------------------|----------------------------|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

(Note:- If the enlargement is proposed on any floor other than ground floor, a certificate from an approved Engineer to the effect that foundation of the existing structure can safely take the load of the proposed enlargement, should be enclosed.)

9. If advance is required for purchasing a ready-built house/flat, please state:-

| Location with address | Plinth area (in Sqr. Mtrs.) | When constructed | Price settled | The Agency from whom to be purchased | Amount (a) already paid (b) to be paid | Amount of advance required | No. of installments for repayment |
|-----------------------|-----------------------------|------------------|---------------|--------------------------------------|--|----------------------------|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | (a) | | |
| | | | | | (b) | | |

MISCELLANEOUS

10. If you or any dependant member of your family already own(s) a house, please state :-

| Location with address | Plinth area (Floor-wise) | Present fair market value (Rs.) | Reasons for acquiring another house or enlarging the existing house |
|-----------------------|--------------------------|---------------------------------|---|
| 1 | 2 | 3 | 4 |
| | | | |

11. Have you enclosed -(a) the relevant construction plan approve by the Municipal authority concerned; and (b) detailed construction estimates based on Central/State P.W.D. Schedule, prevailing the area corrected as per relevant cost of index duly signed by qualified Engineer.

Declarations

1. 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.
2. I have read the Rules regulating the grant of advances to Central/State Government Servants for purchase of land and purchase/ construction of buildings etc., and agree to abide by the terms and conditions stipulated therein.
3. I certify that
 - (i) *my wife/husband is not a Central Government servant/my wife/husband who is a Central Government servant, has not applied for and/or obtained an advance under these rules;
 - (ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Government source (e.g., Ministry of Rehabilitation or under any Central or State Housing Scheme.)
 - (iii) the construction of the house for which the advance has been applied for, has not yet been commenced.

Station:

Date:

Signature of applicant
 Designation
 Department/Office in which employed

*Strike out the alternative(s) not applicable

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS that I,.....
son of..... at present residing
at(hereinafter
referred to as "Obligor") hereby hold and bind myself, my heirs, executors,
administrators and legal representatives to the President of India, exercising the
executive power of the Government of India (hereinafter referred to as "the
Government") for the payment of the Government of the sum of Rs.....
(Rupees _____ only).

SIGNED this _____ day of _____ Two thousand _____.

WHERE AS the obligor is an employee of the Government and applied to the
Government for a loan of Rs. _____ (Rupees _____
only) hereinafter referred to as the "Loan" for the purpose of building/construction of a
residential building at _____.

AND WHEREAS for the sole and exclusive purchase of building / constructing the said
residential house, the obligor has acquired a piece or parcel of land at _____
from _____ under a Deed of Conveyance/Lease/Lease-cum-sale, dated
_____ (hereinafter referred to as "the Indenture") upon and subject to the
restrictions, stipulations and conditions contained in the said Indenture, the said piece
of land (hereinafter referred to as "the land") being fully and more particularly
described therein.

AND WHEREAS the Government has agreed to sanction the said loan to the obligor in
accordance with and subject to the said Rules framed by the Government to regulate
the grant of house building advance to the Central Government servants (hereinafter
referred to as "the Rules"), upon the obligor's agreeing and undertaking to duly and
regularly repay the said loan in _____ monthly installments and to
mortgage the said land and the house to be built/constructed and to furnish surety
bonds by the sureties to the satisfaction of the Government in due observance of the
said Rules.

AND WHEREAS in consideration of the Government having agreed to grant the
aforesaid loan and advances to the obligor, the obligor has agreed to execute the above
bond, without prejudice and in addition to the said mortgage and the said surety bonds
and subject to the terms and conditions hereunder contained.

NOW THE CONDITION OF THIS BOND is such that if, after the said sum of Rs.
_____ (Rupees _____ only) has been lent and
advanced to the obligor as hereinbefore recited, the obligor shall fully and duly comply
with the reservations, restrictions, conditions and stipulations contained in the said
Indenture to the satisfaction of the Government and, in the event of the Government
has reasons to believe that the reservations, restrictions, conditions and stipulations
contained in the said Indenture have not been or are not being duly and fully complied
with, the obligor shall repay to the Government on demand the said loan together with
interest due thereon or so much thereof as may then remain outstanding with the rights
and powers to the Government to proceed against any of the properties of the obligor
in any manner and at any time for realisation and recovery of the said loan with
interests but without prejudice and in addition to any other rights and power of the
Government under the said Rules or the said mortgage or the said surety bonds or
otherwise in law AND the obligor shall in any event indemnify. keep indemnified and
save the

Government harmless from all liabilities and all costs and expenses incurred in
consequence of any claim and demand of whatever kind , in respect of the said land or

otherwise in relation to or arising out of the said Indenture THEN the above-written bond shall be void, otherwise the same shall remain in full force and effect.

BUT SO NEVERTHELESS that if the obligor shall die or become insolvent or at any time cease to be in the service of the Government, the whole or so much of the said loan together with interest as shall then remain unpaid shall forthwith become due and payable to the Government and recoverable in one instalment by virtue of this bond.

THE obligor shall not be discharged or released from this obligations in any manner by any indulgence shown/extended to him by the Government for any reason or of any kind.

IN WITNESS WHEREOF the obligor has executed these presents on the _____ day of _____ Two thousand _____ .

Executed by _____
Obligor herein in the presence of :

(Signature of the Obligor)

Witness:

1. (Signature)
Address

Occupation:

2. (Signature)
Address

Occupation:

(Accepted for and on behalf of the President of India)

(Signature)
(Name and Designation)

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 CENTRAL GOVERNMENT SERVANT FOR PURCHASE OF PLOT OF LAND AND BUILDING A HOUSE, ENLARGEMENT OF EXISTING HOUSE AND PURCHASE OF A READY- BUILT HOUSE, WHERE THE TITLE IS ABSOLUTE.

[Rule 5(a)(1), 5(a)(3) and 5(a)(5)]

AN AGREEMENT MADE THIS _____ day of _____ Two Thousand _____ BETWEEN S/o _____ at present serving as _____ (hereinafter called "the Borrower's", which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called "the Government" 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/enlarge living accommodation in his/her house at _____ *Purchase a ready-built house at _____ described in the schedule hereto annexed and WHEREAS the Borrower has under the provision of the Rules framed by the Government of India to regulate the grant of advances to Central Government servants for building, etc., of houses (hereinafter referred to as the "said rules", which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Government for an advance of Rupees _____ to *purchase the said land and construct a house thereon/*enlarge living accommodation in his/her house/*purchase a ready-built house as aforesaid and the Government has sanctioned an advance of Rupees _____ to the Borrower, vide the Ministry/Office Letter No. _____, dated _____, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

(1) In consideration of the sum of Rupees _____ (insert amount of the first installment) to be paid by the Government after the execution of this agreement for the purchase of land and the sum of Rupees _____ (insert balanced amount to be paid) to be paid by the Government to the Borrower as provided in the said rules, the Borrower hereby agrees with the Government-

(a) to repay to the Government the said amount of Rupees _____ (insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by _____ (number to be filled in) monthly instalments of Rupees _____ from his pay commencing from the month of _____ Two Thousand _____ or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Government to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

*(b) (i) Within two months from the date of receipt of the amount of Rs. _____ (insert amount of instalment to be paid) out of the said sanctioned advance or within such further time as Government/Head of the Department may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Government the sale deed in respect thereof failing which the borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

*(ii) Within three months from the date of the receipt of the aforesaid advance of Rs. _____ (Rupees _____) to expend the aforesaid amount in the purchase of the said ready-built house and mortgage it to the Government failing which the Borrower shall refund forthwith to the Government the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Government.

*(iii) To complete construction/enlargement of the said house within eighteen months of _____ strictly in accordance with the plan and specifications to be approved by the Government and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Government.

(iv) Within three months of taking possession of the ready-built flat under the Self-Financing Housing Scheme of the _____ mortgage it to the Government of India failing which the Borrower shall refund forthwith to the Government the entire amount received by him together with interest thereon unless an extension of time is granted by the competent authority.

- (2) If the actual amount paid by the Borrower for *the purchase of land and building a house thereon/* enlarging the house/*the purchase of the ready-built house is less than the amount received under these presents by the Borrower, to repay the difference to the Government forthwith.
- (3) To execute a document mortgaging the said house/land along with the house to be built thereon to the Government 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.
- (4)*If the land is not purchased and the sale deed thereof not produced for inspection of the Government within two months of the date of drawal of the part of the advance for the purpose, or within such further time as the Government/Head of the Department may allow in this behalf* / if the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the Government/Head of the Department may allow in this behalf/*if the Borrower fails to complete the construction/enlargement of the said house, as here-in-before agreed, or if the Borrower becomes insolvent or quits the service of the Government or dies, the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the Government.
- (5) The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death proceeding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (6) Without prejudice to any other right of the Government in that behalf, if any amount becomes refundable or payable by the Borrower to the Government, the Government will be entitled to recover the same as arrears of land revenue.
- (7) The stamp duty payable on these presents shall be borne and paid by the Government.

SCHEDULE ABOVE REFERRED TO**

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ in the Ministry/Office of _____ for and on behalf of the President of India has hereunto set his hand.

Signed by the said Borrower
in the presence of:

.....
(Signature of the Borrower)

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupations

Signed by Shri _____ in the Ministry/Office of _____ (for and on behalf of the President of India).

1st Witness :

Address:

Occupation:

2nd Witness

Address:

Occupation:

* Strike of whichever is not applicable.

** to be filled in by the borrower.

FORM NO. 6
Surety Bond
(vide Rule 5)

KNOW ALL MEN BY THESE PRESENTS THAT I, _____
son of _____ a resident of _____
in the District of _____ at present employed as a permanent
_____ in the (hereinafter called "the Surety") am held and firmly bound to
the President of India (hereinafter called "the Government " which expression shall
unless excluded by or repugnant to the subject or context include his successors in
office and assigns) in the sum of Rs. _____ (Rupees _____
only) to be paid to the Government FOR WHICH PAYMENT TO be well and truly made I
hereby bind myself, my heirs executors, administrators, and representatives firmly by
these presents. As witness my hand this _____ day of _____ Two
Thousand _____.

WHEREAS _____, son of _____,
a resident of _____ in District of _____
at present employed as a temporary/ permanent _____ in the
_____ (hereinafter called "the Borrower" *(but is due to
retire on _____) applied to the Government for an advance of Rs. _____
for the purpose of ** purchasing land and/or construction a new house or enlarging
living accommodation in an existing house/purchasing a ready-built house.

AND WHEREAS the Government sanctioned the payment of Rs. _____ (Rupees
_____ only) under the Rules framed by the Government of
India to regulate the grant of advance to Central Government servants building etc., of
houses vide the Ministry/Office letter No. _____, dated _____, a
copy of which is annexed to these presents on the terms and conditions set forth
therein.

AND WHEREAS the borrower has undertaken to repay the said amount in
_____ monthly instalments. AND WHEREAS the Borrower has further
undertaken to Mortgage the house built/purchased with the held of the said amount and
to observe the provisions of the said Rules. AND WHEREAS in consideration of the
Government having agreed to grant the aforesaid advance to the borrower the Surety
has agreed to execute the above bond with such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while
employed in the said or any other Ministry/Office _____ duly
and regularly pay or cause to be paid to the Government the amount of the aforesaid
advance owing to the Government by instalment until the said sum of
Rs. _____ (Rupees _____ only) shall be duly
paid or mortgages to the Government the house built/purchased referred to above
whichever event happens earlier, then this bond shall be void; otherwise the same shall
be and remain in full force and virtue. BUT SO NEVERTHELESS that if the Borrower
shall die or become insolvent or at any time cease to be in the service of the
Government, the whole or so much of the said principal sum of Rs. _____
(Rupees _____ only) together with the interest as shall
then remain unpaid shall immediately become due and payable to the Government and
recoverable from the Surety in one instalment by virtue of this Bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected
by an extension of time or any other indulgence granted by the Government to the said
Borrower.

* *Strike out if not required.*

** *Strike off whatever is not applicable.*

The stamp-duty payable in respect of these presents shall be borne and paid by the Government.

Signed and delivered by the said _____.

(Signature of Surety)

Designation _____
Office to which attached.

In the presence of :

1st witness :

Address :

Occupation :

2nd witness

Address:

Occupation.

Signed by Shri _____ in the Ministry
of _____.

For and on behalf of the President of India

In the presence of :

1st witness

Address:

Occupation:

2nd Witness:

Address:

Occupation

FORM NO. 3

Form of Mortgage Deed to be executed when the property is freehold

[Rule 5(a)]

This indenture made this day of Two Thousand and..... between..... son/daughter of..... at present employed as in Ministry/Office ofat..... (hereinafter called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators and assigns) of the ONE PART and THE PRESIDENT OF INDIA (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* beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and /or house, hereditaments and premises hereinafter 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(1) to purchase land and to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).
- ¹(2) to construct a house on the said hereditaments, or *(to enlarge living accommodation in the house on the said hereditaments).
- ¹(3) to purchase a ready-built aforesaid house.

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs..... (Rupees.....) (insert full amount), *vide* the Ministry / Office Letter No....., dated....., a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, etc.

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 Central Government servants for building, etc., of houses" issued by the Government of India, Ministry of Works, Housing and Supply with their O.M.No.H.II-27 (5)/54 dated the 12th April, 1956 (hereinafter referred to as the "said Rules" which expression shall were 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.

1. Mention whatever is applicable.

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]

¹[has paid to the MORTGAGOR an advance of Rs..... (Rupees..... only) of] 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 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 is to receive from the Mortgagee the aforesaid advance in the following instalments :-

¹Rs..... already received on.....

¹Rs..... on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

²Rs..... when the construction of the house reaches plinth level.

²(Rs..... 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 sewerage.)

NOW THIS INDENTURE WITNESSETH as follows :-

³(i) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules 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 of the MORTGAGEE the said advance of Rs..... (Rupees..... only) by ⁴ monthly instalments of Rs..... (Rupees..... only) from the pay of the Mortgagor commencing from the month of Two Thousand and, or from the month following the completion of the house, whichever is earlier and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in ⁵ monthly instalments in the manner and on the terms specified in the said Rules, provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter 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 amount in a shorter period.

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1. Mention whatever is applicable.
 2. The language will be modified if the mode of repayment of advance is different from what is prescribed in Rule 5.
 3. Delete Clause (i) (a) or (i) (b) whichever is inapplicable.
 4. This will not be more than 180.
 5. This will not be more than 60.

¹(i) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Rules the MORTGAGOR DOETH *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 monthly instalments of Rs..... from the pay of the Mortgagor commencing from the month of 20....., or from the month following the completion of the house, whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum-retirement gratuity and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter 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 amount in a shorter period.

(ii) If the MORTGAGOR shall utilize 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 other than normal retirement, superannuation 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 cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forth-with to the MORTGAGEE with interest thereon at 2..... per cent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the rules of service applicable to Mortgagor.

(iii) In further 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 MORTGAGOR doth hereby grant, convey, transfer, assign and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by 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 building 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 NEVERTHRELESS 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, transfer, and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

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1. Delete Clause (i) (a) or (i) (b) whichever is inapplicable.
 2. Normal rate of interest to be charged under the said rules.

(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 herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation 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 becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court 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 receipts 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 thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being 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, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in 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/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. He / She will allow the mortgagee to carry out either by himself 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 will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at.....¹ percent per annum and further will also be liable to appropriate disciplinary action under the rules of service 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 of²..... 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 utilized 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 houses or for repayment of loans taken by an applicant for the construction or purchase of a house.

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- 1. Normal rate of interest to be charged under the rules.
 - 2. Here mention the date on which the first instalment of the advance is paid to the Mortgagor.

- (d) That the Mortgagor shall immediately insure the house at his own cost, with the Life Insurance Corporation of India, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss of damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance at..... till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that Mortgagee is interested in insurance policy secured.
- (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, 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 inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the Mortgagor shall not during the continuance of these presents charge, encumber, alien 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 HDFC or a Bank, the Mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over 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 hereinbefore 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 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 cause 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.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

(To be filled in by Mortgagor)

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri..... in the Ministry / Office of for and on behalf of the President of India has hereunto set his hand.

Signed by the said (Mortgagor)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness

Address:

Occupation.

Signed by Shri _____ in the Ministry of _____ for and on behalf and by order and direction of the President of India.

In the presence of :

1st witness

Address:

Occupation:

2nd Witness:

Address:

Occupation