

NATIONAL HANDICAPPED FINANCE AND DEVELOPMENT CORPORATION
(Department of Disability Affairs, Ministry of Social Justice & Empowerment, GOI)
Red Cross Bhawan, Sector – 12, Faridabad.

HOUSE BUILDING ADVANCE RULES -- 2001

These Rules shall be called “NHFDC HBA Rules - 2001” and shall come into force from the date of notification in this regard.

1.0 OBJECTIVE

- 1.1 The objective of National Handicapped Finance and Development Corporation (NHFDC) house building advance (HBA) rules is to establish uniform policy and rules relating to the grant of House Building Advance to the employees of the corporation.

2.0 POLICY

- 2.1 These rules are framed purely as a welfare measure and do not confer any right or benefit on the employees nor impose any obligation or liability, whatsoever, on the corporation and shall not be deemed to be any contract or condition of service between the corporation and any such employee.
- 2.2 The House Building Advance will be admissible for constructing a house including purchase of land for that purpose, purchase of house, enlarging an existing accommodation preferably in the areas where offices of the corporation are situated or any where in India where an employee of the corporation intends to settle down after retirement.

3.0 DEFINITIONS

In these rules, unless the context otherwise require:

- 3.1 “CORPORATION ” means the National Handicapped Finance and Development Corporation, including units under its management.
- 3.2 “Competent Authority” means the authority empowered to sanction House Building Advance in accordance with these Rules i.e. Chairman-cum- Managing Director of the corporation.
- 3.3. “Employee” means a person employed in the regular establishment of the corporation but does not include :
- i) a lien holder ;
 - ii) a deputationist on foreign service terms;
 - iii) a person appointed on contract;
 - iv) a daily rated or casual employee;
 - v) an apprentice or trainee;

- 3.4 "Family" means an employee's spouse and minor children including legally adopted children.
- 3.5 "House" means a house, flat or a tenement.
- 3.6 "Salary/Wages" means basic pay and personal pay plus dearness allowance and will include pension and pension equivalent of retirement benefits, in respect of re-employed pensioner provided and to the extent that the same has been taken into consideration for fixation of his basic pay.

4.0 ELIGIBILITY

***4.1** Subject to rule 4.4, all employees who, on the date of making application for advance have completed the probation period and have become regular employees shall be eligible for grant of the advance.'

****4.2**

4.3 Where both the husband and wife are employees of the corporation and are otherwise eligible for the grant of advance, the advance shall be admissible to only one of them at their option.

4.4 An employee of the corporation shall not be eligible for House Building advance if:

4.4.1 He has not satisfactorily completed the period of probation on initial appointment. The above stipulation shall not be applicable in respect of such employees of Govt/Public Sector Undertakings/ Statutory corporation/Quasi-Govt. Bodies who in continuation of their deputation/lien get absorbed in services of the company and apply for an advance for the purpose of repayment of the balance amount of House Building Advance drawn from their parent organisation/department and interest accrued thereon.

4.4.2 He or any member of his family already holds or owns a house in his own name or jointly with any other member(s) of his family anywhere in the town / Urban agglomeration where the House / Flats is proposed to be constructed or acquired with the advance from the company except where the advance is required for the purpose of extension of the house as provided in sub rule 5.1.5 provided that the above condition may be relaxed by the competent authority in exceptional circumstances; as for example, if an applicant owns a house jointly with his relations (other than family members) and desires to build a separate house for himself.

4.4.3 He or member(s) of his family either singly or jointly has acquired a house on hire purchase basis.

4.4.4 He or member(s) of his family has / had taken advance (other than an advance from the provident fund) or any assistance of like nature for the purpose of construction or purchase of a house from any source whatsoever prior to obtaining advance from NHFDC.

4.5 He is to leave the services of the corporation within 36 months of the grant of advance either on superannuation or otherwise.

* Clause 4.1 inserted new rule as approved in 66th BOD meeting held on 23-8-2011

** Clause 4.2 stand deleted as approved in 66th BOD meeting held on 23-8-2011

- 4.6 i) Where an employee, subsequent to his being placed under suspension makes a request for the first time for grant of House Building Advance, the same may not be sanctioned till such time his suspension having order is revoked and he resumes his duties. However, in case of an employee under suspension having been already sanctioned the advance previously and also drawn the same in part, makes a request for release of balance advance /subsequent instalment during the period of his suspension, the same may be allowed in terms of the provision of the extent of rules.
- ii) Where an employee having been sanctioned the advance is subsequently placed under suspension and has not drawn any amount/instalment of the advance, earlier sanctioned HBA should not be released till such time his suspension order is revoked and he resume his duties.

5.0 PURPOSE

- 5.1 The house building Advance may be granted to the eligible employees for the following purposes:
- 5.1.1 Acquisition and purchase of land (Freehold or Leasehold) and construction of house thereon.
 - 5.1.2 Construction of house on land already owned/purchased/acquired by an employee in his own name or held jointly with his spouse.
 - 5.1.3 Purchase of a ready built house or ownership flat (which has not been lived in since its construction) in the name of the employee or jointly in his name and name of his/her spouse if the agency offering it for sale is a Govt./Semi Govt. or an autonomous institution like DDA, City Improvement Trust, State Housing Board, Registered Co-operative house Construction/Building society etc. including a house or flat under self-financing scheme of such organisation.
 - 5.1.4 Purchase of a ready built house other than those at sub-rule 5.1.3, on proper evaluation of the property.
 - 5.1.5 Enlargement / renovation of living accommodation in an existing house owned by the employee either in his own name or jointly with his spouse.
 - 5.1.6 Repayment of the balance amount of House Building Advance together with accrued interest thereon, directly by the corporation to his parent organisation in the case of an employee covered under the proviso to sub-rule 4.4.1.
 - 5.1.7 Repayment of loan earlier obtained by the employee from financial institution(s) towards construction/purchase of house / flat only if the employee is otherwise eligible for grant of advance under these rules. HBA under this sub-rule will be available to the employees even where the construction of house/flat has commenced.
- 5.2 The advance will be admissible only for outright purchase and not for hire- purchase of a house.
- 5.3 The advance for the cases covered in sub-rules 5.1.2 and 5.1.5 shall be granted only if the employee and his spouse jointly owning the land / house / flat, are willing to execute a mortgage deed for the same in favour of the Corporation, and shall submit an undertaking to this effect on a non-judicial stamp paper.

5.4 No advance will be sanctioned to an employee for the purpose of registering himself for allotment of a plot of land/or a house. However, on the allotment being made in his favour advance may be sanctioned to him towards the registration deposit made by him to the extent the same is in excess of Rs. 15,000/- and subject to other conditions in these rules.

6.0 QUANTUM OF HOUSE BUILDING ADVANCE (HBA)

6.1 Subject to rule 6.3, the maximum amount of advance admissible to an employee would be the least of the following:

6.1.1. For new construction, purchase of ready built house:

- i) 150 months salary/wages of the employee, or
- ii) 100% cost of construction including that for acquisition of land/100% cost of the property as the case may be, or
- *iii) Rs. 30 Lakhs.
- iv) or repaying capacity as at rule 6.3

6.1.2 For enlargement/renovation of living accommodation in an existing house:

- i) 50 months salary/wages of the employee, or
- ii) 100% cost of enlargement/renovation, or
- **iii) Rs.10 Lakhs

6.1.3 The limits as at sub-rule 6.1.1 / 6.1.2 as appropriate, shall also apply to cases covered under sub-rule 5.1.6 and 5.1.7.

6.1.4 The amount of HBA to be sanctioned under sub - rule 5.1.7 shall be limited to the entitlement of the employee or the outstanding amount or loan due to be repaid by the employee to the Financial Institution, whichever is less.

***6.2 COST CEILING LIMIT

200 times salary/wages subject to a minimum of **Rs.30 Lakhs** and maximum of **Rs.72 Lakhs**. Where the sanctioning authority is satisfied on the merits of the case, may relax this upto 25% of the cost ceiling indicated above.'

6.3 The actual amount of advance to be sanctioned to an employee will be determined by the corporation on the basis of the plans, detailed specification and estimates to be to be furnished by the employee, within the ceiling limit of advance as prescribed above and monthly paying capacity of the employee which may be taken As:

<u>Length of remaining service</u>	<u>Repaying capacity</u>
1. Employees retiring/superannuating after 20 years	50% of wages/salary,
2. Employees retiring/superannuating after 10 years but not later than 20 years	66% of wages/salary,

*Clause 6.1.1(iii) amended as approved in 66th BOD meeting held on 23-8-2011

**Clause 6.1.2(iii) amended as approved in 66th BOD meeting held on 23-8-2011

*Clause 6.2 amended as approved in 66th BOD meeting held on 23-8-2011

- | | | |
|----|---|---|
| 3. | Employees retiring/superannuating within 10 years | 66% of wages /salary and 2/3 of retirement gratuity |
|----|---|---|

NOTE :

- i) Repaying capacity = Salary/wages x % repaying capacity x number of instalments for repayment of principal;
- ii) In case of S1.3 above the retirement gratuity as provided under rule 12.4 and 12.4.1 can also be taken into account for this purpose on request of the concerned employee.

6.4 Only one advance to an employee shall be granted under these Rules during his entire service.

7.0 PROCEDURE

7.1 Applications for grant of the advance shall be submitted in the prescribed form (Annexure-A) through proper channel. The following documents should accompany application.

7.1.1. In case of construction of a new house or enlargement of the living accommodation in an existing house, a copy each of the building plan and the site plan as well as specifications and estimate in the prescribed form (Annexure A-I). The site plan and the building plan must be duly approved by the municipality or other local bodies concerned before submission of the same to the corporation.

7.1.2 In case of construction of new house, the original sale deed or other proof of applicant having clear title to the land on which the house is proposed to be built, exempted in the case of purchase of land.

7.1.3. In case of enlargement of a living accommodation in an existing house, the original deed, if any, as well as other documents establishing that the applicant possess indisputable title to the property in question.

7.1.4. Grant of HBA to the employees for purchasing houses/flats under self-Financing schemes of Registered Co- operative Group Housing Societies, the procedure outlined below shall be followed. While applying for grant of HBA in the form prescribed in the existing rules, the employee shall submit the following documents;

- a) Photocopy of the letter issued by the registrar of the Co-operative Society that the Society is registered with the registrar of concerned state;
- b) Photocopy of the share certificate, if any, issued by the Society to the employee concerned.
- c) Letter of allotment cum demand issued by the society.
- d) Original and copy of the receipts of payments made by the employee to the society.
- e) Proof of allotment or allocation of land to the society by Govt. or institutions like DDA etc.; and

f) Certified copy of up - to - date by - laws of the Society.

7.1.5 (i) For sanction of HBA under sub-rule 5.1.7, the employee concerned shall alongwith the application for grant of HBA produce a certificate from the financial institution from where the employee has earlier obtained the loan, certifying therein the outstanding loan amount and interest thereon as on the date of issue of the certificate by the Financial Institution together with another certificate by the Financial Institution indicating the per day rate of interest on the said loan, so as to enable NHFDC to determine the quantum of HBA to be sanctioned to the employee concerned. (ii) The employees concerned shall along with the application for grant of HBA also produced certified photocopies of the original title deeds/documents submitted to the financial Institution along with an undertaking from the Financial Institution to the effect that after the repayment of the principal loan amount, together with interest thereon, in full by the employee, the Financial Institution shall promptly discharge the mortgage deed/security documents and the original title deeds of the immovable property and promptly send them directly to NHFDC within a period of 15 days from the date of receipt of full and final payment from the employee. The financial Institution shall also issue "No Dues Certificates" against the employee (Borrower). For obtaining the aforesaid "Undertaking" from the Financial Institution, the employee may authorise the Financial Institution for sending the original title deeds and mortgage deed/security documents directly to NHFDC on receipt of full and final payment from the employee (Borrower).

7.1.6 While making an application for grant of HBA for purchase of old ready build house / flat having a clear marketable title, the employee concerned shall be required to submit the following documents:

- i) Consent of seller alongwith details of house and price agreed to.
- ii) Attested copy of title deed of the owner.
- iii) Attested copy of documents showing mutation of house supported by current rent and taxes paid by the owner (receipt to be enclosed).
- iv) Document showing original cost, municipal or authorised valuation of the house.
- v) 12 years non-encumbrance certificate from the Competent Authority.
- vi) Certificate from authorised engineer indicating condition of house and the approximate age thereof; and
- vii) Sale permission from the Competent Authority, if required.

7.2 On receipt of an application, duly forwarded by the head of department, the Personnel Department will scrutinise the application with reference to the conditions the application with reference to the conditions of eligibility as provided under these Rules as well as priorities etc. if any, laid down for dealing with such cases so as to satisfy themselves that all the conditions have been fulfilled. They will also satisfy themselves of the correctness of the facts stated in the application as well as examine the title deeds and other documents furnished in Compliance with sub-rules 7.1.2, 7.1.3. and 7.1.4. above and other rules and orders made under sub-rule 10.8 (in consultation with the legal department and the Revenue and Registration Authorities, if necessary to make sure that the applicant does in fact, possess a clear marketable title, free from encumbrances and attachments to the property in question). After examining all the plans specifications and estimates submitted along with the application and all other relevant details, the application will be forwarded along with the recommendations, as to the amount of advance that could be granted to the concerned application and its repayment terms to the Competent Authority for his consideration.

7.2.1 For advance under sub-rule 5.1.7 on receipt of the documents mentioned in sub-rule 7.1.5 from the employee, the Personnel Department concerned shall process the application for sanction of HBA as per the Rules, ensuring that while determining the quantum of HBA to be sanctioned, the installment of principal and interest if any, paid by the employee to the Financial Institution during the period of processing the application is deducted from the total amount of outstanding loan payable to the Financial Institution.

In the event the outstanding principal and interest thereon is found to be in excess of the entitlement of the employee under the HBA Rules, the employee shall be first required to deposit with NHFDC such difference i.e. excess amount of outstanding dues against him and payable by him to the Financial Institution.

7.3 The Competent Authority after satisfying himself that all the conditions have been fulfilled and keeping on in view the recommendation made, will accord sanction to the grant of advance specifying the amount of advance so sanctioned as well as the repayments period subject to the terms and conditions of grant of advance as under rule 10.0.

7.4 While according sanction of advance under sub-rule 7.1.4., the Competent Authority shall satisfy itself about the genuineness of the society concerned as well as the employees membership with the said society.

7.5 Before grant of HBA under sub-rule 5.1.7, the Sanctioning authority should satisfy himself that the loan obtained by the employee from financial Institution was entirely for the purpose of construction /purchase of house/flat.

8.0 DISBURSEMENT

8.1 While according sanction to the grant of advance, the Competent Authority will also authorise disbursement of the first instalment of the advance in accordance with the basic guidelines set out in Annexure-B subject to the observance of prescribed formalities by the borrowing employee. These include execution of agreement to mortgage (Annexure-C), Mortgage deed (Annexure-D, or D-I or D-II or D-III, as the case may be) and Surety Bond (Annexure-E) in prescribed forms.

Alternatively, the Competent Authority may allow to secure the advance through equitable mortgage of property by deposit of original title deeds in place of registered mortgage deed subject to the submission of following documents:

i) Agreement to mortgage in from Annexure-C.

- ii) Original Title deeds of the property as soon as the same are received by the employee.
- iii) Letter evidencing deposit of title deeds and declaration etc. as per proforma Annexure - D- V.
- iv) Affidavit regarding deposit of the title deeds and declaration etc.
- v) Mutation Certificate from Revenue or municipal Records after it is mutated.
- vi) Latest search Certificate through sub Registrar/advocate to show that there is no encumbrance on the property.
- vii) Special Power of Attorney authorising NHFDC to execute English Mortgage of property in favour of NHFDC at its discretion, as per proforma Annexure - D- VI.

8.1.1. Where a ready built house is intended to be purchased, the employee shall be required to produce proof of negotiations for the purchase of house together with a copy of the building plan and the site plan and also a certificate that the purchase price is not less than the amount of advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire indisputable title of the house.

8.1.2. In case of purchase of house / flat in the joint names of the employee and his/her spouse, they will be required to execute a Tripartite Agreement (Anexure - C).

8.1.3. The following legal formalities must be ensured while creating Equitable Mortgage by deposit of title deeds:

- a) After sanction of House Building Advance by the Competent Authority in favour of the employee and issuance of sanction order the borrower shall submit document at SL. No.(i.) as stipulated in rule 8.1 above viz. Agreement to Mortgage together with surety bond for claiming HBA sanctioned to the employed. Thereafter, the actual Equitable Mortgage will be created when the borrower acquires the property in question in the manner provided herein.
- b) The documents mentioned at SL. No. (ii), (v) & (vi) viz. original title deeds, Mutation Certificate, if available, Non-encumbrance Certificate as stipulated in rule 8.1 above must be physically deposited by the borrower and handed over to the officer of NHFDC who is duly authorised by the Competent Authority to receive the original documents of the title for creation of Equitable Mortgage as security for HBA sanctioned and advanced/to be advanced.
- c) The documents mentioned at SL. No. (iii) & (vii) as stipulated in rule 8.1 above shall also be executed by the borrower in favour of NHFDC immediately after creation of equitable Mortgage as at (ii) above (Preferably the very next day).

- d) All the original title deeds and other security documents referred to in para (a), (b) & (c) except surety bond mentioned in para (a) must be kept in safe custody in fire proof almirah/safe the keys of which should be kept with the authorised officer of the company, duly authorised by competent authority.
- e) Under no circumstances, the original title deeds should be returned to the borrower till the HBA loan together with interest thereon has been fully repaid by the borrower to NHFDC. After full and final settlement of account in respect of HBA, the original title deeds shall be released and returned to the borrower employee and the Equitable Mortgage shall stand discharged. NHFDC shall issue a "No due Certificate" and "discharge of Equitable Mortgage Letter" in favour of the borrower.

8.2 While applying for subsequent instalments of advance, the borrowing employee shall certify that the construction is being carried out strictly in accordance with the plans and estimates submitted by him at the time of making the application that the construction has actually reached the prescribed stages of construction and that the amount already drawn has actually been used for the construction of the house. Such certificates are to be furnished by the borrowing employee in the prescribed performa (Anexure - F). The Competent Authority may, if necessary, arrange to have inspection carried out by an official to be nominated by him to verify the correctness of the certificates. After being fully satisfied, the competent Authority will authorise disbursement of the remaining instalments of the advance as per the provision of these rules.

8.3 In case of employee covered under the provision of sub rule 4.4.1., the repayment of outstanding advance along with accrued interest to the parent organisation, will be subject to the following conditions:

8.3.1 He shall obtain the consent of his parent organisation to release the title deeds of the property and reconvey of the total outstanding amount direct from the company.

8.3.2 He shall execute an agreement to mortgage the property in favour of the corporation in the prescribed proforma.

8.3.3 He shall also furnish surety as prescribed under these rules.

8.3.4 The Competent Authority may ask for satisfactory evidence that the advance already taken is duly secured on the basis of mortgage of the property and its cost value.

8.4 In case of purchase of house under self-Financing Housing Scheme, or From Housing Co-operative Societies, the disbursement of advance will be furnished subject to the following conditions:

8.4.1 The employee concerned will be required to produce two sureties from amongst the eligible employees of the corporation.

- 8.4.2 If the employee wants to withdraw from the scheme for any reason whatsoever, the money advanced by the corporation shall be refunded forthwith to the corporation by the agency concerned for which a Tripartite agreement shall be entered into wherever possible.
- 8.4.3 The employee shall produce either a mortgage permission or an assurance from the agency concerned that the latter shall grant the mortgage permission after completion of house in favour of the corporation.
- 8.4.4 In case the agency concerned deducts part or the whole of the amount deposited with them due to non-compliance by the employee, with any of their requirements or for any other reasons, the same will be on the individual employee's account and corporation will not undertake any liability for the same.
- 8.4.5 The interest, if any, paid by the agency concerned on the money advanced by the corporation will accrue to the Corporation only and not to the individual.
- 8.5 Subsequent to the sanction of advance under sub-rule 7.1.4, the employee concerned shall be allowed to draw the first instalment of advance provided he executes a Personal Bond (Annexure-G) and also furnishes a surety Bond (Annexure - H) on non-judicial stamp paper of appropriate value. The Surety Bond, as prescribed, is to be executed jointly by two Sureties (other than husband/ wife of the employee) who are regular employees of the corporation and fulfill all other terms and conditions as provided at rule 9.0 of these Rules. Beside these, the employee shall also furnish the following documents;
- a) Attested copy of the title deed of the society to the land on which the house/ flat is to be constructed; (where, however, the land has not been allotted to the society, the title Deed is to be furnished before disbursement of second instalment.);
 - b) No objection from the society to the effect that the society has no objection to mortgage the house/flat in favour of NHFDC.
 - c) Certificate that the land on which the house/flat is to be constructed is free from all encumbrances; and
 - d) Agreement to mortgage the property to NHFDC.
- 8.5.1 While applying for subsequent installments of advance the employee concerned shall furnish a demand letter from the society indicating, inter-alia, the progress of construction; the correctness of which shall be verified by the competent authority by arranging inspection of the premises concerned. Further the employee shall also furnish a proforma of the sale deed proposed to be executed by the Society in favour of the employee. After being fully satisfied the Competent Authority shall authorise disbursement of the remaining installments of the advance.
- 8.5.2 Immediately on taking the possession of the house/flat, and in no case later than three months thereof, the employee concerned shall execute and submit the Mortgage deed as prescribed under these Rules.

- 8.5.3 The amount of advance sanctioned to the employee shall be disbursed in suitable installment's as per demands raised by the society from time to time. Further, the payment shall be made directly by the company to the society after collecting employees share, if any, for each installment.
- 8.5.4 Notwithstanding anything mentioned above, the employee shall execute such supplementary documents/deeds as may be required by the Corporation from time to time.
- 8.5.5 The terms and conditions envisaged in sub-rule 8.4.1 to 8.4.5 shall also be applicable for advance under this Rule.

In case of difficulties on the part of employee concerned in procuring the aforesaid mortgage permission from the Society concerned, as some of the Societies may not be in a position to issue the mortgage permission due to reasons that certain legal formalities have to be completed between the Society and the original owner of the land who allotted the land to the Society, the condition of submitting the mortgage permission from the Registered Cooperative Group Housing Society before drawal of the first installment of advance may not be insisted upon. The employees concerned shall have to furnish the said mortgage permission at the time of mortgaging the flat/house in favour of NHFDC. At the time of drawal of the first installment of HBA, the employee concerned will, however, have to furnish an Undertaking in the prescribed format enclosed at Annexure-I.

- 8.6 In the case of grant of advance for repayment as in sub-rule 5.1.6 and under Rule 8.4, the amount of advance will be sanctioned by the Competent Authority to the applicant but amount/cheque/demand draft will actually be given to the agency or the parent organisation, as applicable, by the Corporations representatives, after completion of necessary formalities.
- 8.7 In case of grant of advance for repayment as in sub-rules 5.1.7 on fulfillment of the conditions specified in sub-rule 7.1.5 (I) & (ii) 7.2.1 as also other terms and conditions of these Rules, the HBA applied for by the employee may be sanctioned and on receipt of sanction order of HBA from NHFDC, the employee concerned shall execute the following security documents on stamp paper of appropriate value;
- (a) Personal Bond equivalent to the loan sanctioned and to be advanced.
 - (b) Surety Bond from an employee of the company specified under these Rules.
 - (c) Agreement to mortgage.

8.7.1 On obtaining the above security documents from employee concerned, the sanctioned amount of HBA and the amount deposited by the employee, if any, may be released directly to the Financial Institution towards full and final payment of the outstanding dues of the financial institution.

8.7.2 On receipt of the original mortgage deed/security documents duly discharged and the original deed title from the financial institution, NHFDC shall promptly notify to the employee concerned to create Equitable or English Mortgage, as the case may be, in favour of NHFDC within a period of 30 days from the date of notification. In exceptional cases, where property conveyance deed (sale deed/lease deed/transfer deed) has not been executed in favour of the employee concerned by the agency authority from where the immovable property in question has been purchased by the employee, the employee shall create mortgage in favour of NHFDC within 30 days of the receipt of proper conveyance deed duly registered from the said agency/authority.

8.8 The employee shall not encumber, create lien, alienate or otherwise dispose off the property already mortgaged in favour of the Corporation for loan already taken from the company. However, the employee may make a second charge for borrowing from Govt. financial institution with the prior permission of competent authority.

9.0 SURETY

9.1 The applicant shall get executed the surety bond as referred to in rule 8.1 from an employee of the Corporation. An employee of the Corporation shall be eligible to stand as a surety if;

9.1.1. He has satisfactorily completed the period of probation stipulated, if any.

9.1.2. His salary/wages is not less half of that of the applicant.

9.1.3. He is not likely to superannuate within 3 years of the date of executing the surety bond.

9.1.4. He has not stood as surety in more than two cases of House Building Advance.

9.1.5. He is working, to the extent possible, in the same division/office where the applicant is working for the time being.

9.2 Where a surety employee is likely to leave the employment of the Corporation or ceases to be in the retirement, death or for any other reason before the borrowing employee has executed the deed mortgaging the property to the Corporation or has repaid the advance in full (including interest thereon), the later shall arrange to get executed a surety bond from another substitute surety within one month of the communication to this effect from the Personnel Department.

9.3 The liability of the Surety will extend till the house built/purchased is mortgaged to the Corporation or till the advance in full (including interest thereon) is repaid to the Corporation, whichever happens earlier.

10.0 TERMS AND CONDITIONS

10.1 The construction of the house or additions to living accommodation in an existing house, as the case may, be shall be:

10.1.1 Carried out exactly in accordance with the approved plan and specifications on the basis computed and sanctioned. The plan and specifications must not be departed from without the prior approval of the Competent Authority.

- 10.1.2 Completed within 18 months/24 months, as applicable, of the date of which the first installment of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him, (together with interest thereon calculated as in rule 11.0 below) in one lump-sum. An extension for the time limit may be allowed up to one year by the competent authority in the cases where the work is delayed due to circumstances beyond the control of the employee. The date of completion must be reported to the Competent Authority without delay.
- 10.2 Immediately, on completion or purchase of the house as the case may be, the employee concerned shall insure the house at his own cost for a sum not less than the amount of the advance and shall keep it so insured, against damage by fire, flood, lightning, earthquake and till the advance along with interest is fully repaid to the Corporation. The policy obtained should be deposited with the Corporation. A letter should also be written to the insurer by the employee that the company is interested in the insurance Policy (Annexure-J). The premium must be paid regularly and the premium receipt produced for inspection by an officer of the Corporation as nominated by the Competent Authority. In the event of failure on the part of the employee to effect insurance against fire, flood, lightning, earthquake and riot, it shall be lawful but not obligatory for the Corporation to insure the said house at the cost of the employee concerned and recover the amount from him including interest thereon at bank lending interest rate, in the same manner as the amounts are recoverable under these rules. The employee will in addition be liable to disciplinary action.
- 10.3 The house must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from encumbrances and shall continue to pay all the Municipal and other local rates and taxes regularly until the advance along with interest has been repaid to the Corporation in full. The employee shall furnish an annual certificate to this effect to the Corporation.
- 10.4 After the completion of construction of the house, annual inspection may be carried out by an authorised official of the Corporation under instruction from the Competent Authority to ensure that it is maintained in good condition until the advance along with interest has been repaid in full.
- 10.5 The employee concerned shall afford full facilities for all inspections as required under these Rules.
- 10.6 In case where the house is not used for residential purpose of the employee and for his family, permission of the competent authority should be obtained by him before renting the same.
- 10.7 The terms and conditions enumerated under rule 10.0 are in addition to those contained else where in these Rules.

10.8 Notwithstanding anything contained therein, the employee shall be bound to comply with any supplementary rules/orders which may be made subsequently in this regard from time to time with a view to safeguarding the Corporation's interest as well as proper and faithful observance of the provisions of these Rules.

10.9 Furnishing of false certificates or breach of any of the terms and conditions stipulated in these Rules and/or any other supplementary rule/order will render the employee concerned liable to appropriate disciplinary action apart from his being called upon to refund to the Corporation forthwith the entire advance drawn by him together with accrued interest.

11.0 INTEREST

11.1 An advance granted under these Rules shall carry simple interest from the date of payment of the advance, the amount of interest being calculated on the balance outstanding on the last date of each month.

11.2 The rate of interest will be the rate, as in force on the date of original sanction of advance applicable to the Central Govt. Employee under House Building Advance Rules of Central Government. The rate of interest for the portion of the advance in excess of the maximum amount of advance admissible under the corresponding rules of Central Government will be at the highest rate as charged by the Central Government for its employees.

11.2.1 With a view to providing incentives to the employees for promoting small family norms the rate of interest on HBA to such employees who themselves or their spouses undergo sterilisation operations will be ½% less (half percent) less than the normal rate of interest.

The above concession shall be subject to the same conditions as applicable for grant of special increment under the company's Incentive Scheme For Pursuing Small Family Norms.

The concession as above shall also be applicable to employees, where sterilisation is conducted even after the release of first installment of House Building Advance. The rebate in interest rate under this sub-rule however will be admissible from the date of sterilisation.

*11.2.2 The prevailing rate of interest HBA is as under: -

Amount of Advance	Rate of Interest (per annum)
- Sanctioned advance upto Rs. 50,000/-	6.5%
- Sanctioned advance upto Rs. 1,50,000/-	8.0%
- Sanctioned advance upto Rs. 5,00,000/-	10.0%
- Sanctioned advance upto Rs. 7,50,000/-	11.0%

- Clause – 11.2 amended as approved in 15th BOD meeting held on 28-6-2001

: 15 :

11.3 Where differential rates of interest are prescribed for varying amounts of advance, the portion of the advance carrying highest rate of interest will be treated as having been refunded first in the process of recovery.

11.4 Notwithstanding anything contained above, failure of an employee to faithful observance of all the terms and conditions attached to the advance sanctioned, will make him liable to pay the interest at bank lending interest rate.

12.0 REPAYMENT

12.1 The advance granted to an employee under these Rules, together with the interest thereon shall be repaid in full before superannuating/separation from service of the employee by monthly installments within a period not exceeding 25 years, repayment of principal in 15 years (180 installments) and interest in 10 years (120 installments).

12.2 The amount of advance and interest thereon, to be recovered from the employee shall be fixed in whole rupees except in the case of last installment when the remaining balance including any fraction of rupee shall be recovered.

12.3 COMMENCEMENT OF RECOVERY

12.3.1 Recovery of advance granted for repayment under sub rule 5.1.6 shall commence from the pay of the month following that in which the advance is drawn.

12.3.2 Recovery of advance granted for purchase of a ready build house shall commence from the month following the procession is taken or immediately on the expiry of two months from the date on which the advance is paid to the employee, whichever is earlier.

12.3.3 Recovery of advance granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the month following the completion of the house or immediately on the expiry of 18 months from the date on which the first installment of the advance is paid to the employee, whichever is earlier. The Competent Authority may relax this time limit keeping in view the merits of a case.

12.3.4 Recovery of advance granted for constructing a new house including purchase of land shall commence from the month following the completion of the house or immediately on the expiry of 24 months from the date on which the first installment of the advance is paid to the employee, whichever is earlier, the competent authority may relax this time limit keeping in view the merits of a case.

12.3.5 Recovery of advance granted for purchase of a ready built house under the Self Financing Scheme shall commence from the pay of the month following that in which the possession of the house is taken by the employee or immediately on the expiry of 36 months from the date on which the first installment of the advance is paid to the employee, whichever is earlier. The Competent Authority may relax this time limit keeping in view the merits of a case.

- 12.4 Recovery of the advance shall be effected through the monthly pay/leave salary, subsistence allowance bills or any other dues (except Provident Fund and Gratuity amount) of the employee concerned by the Corporation. The recovery may also be effected from the gratuity amount due to the concerned employee, provided, a written undertaking is given to that effect by him and he agrees to the incorporation of a suitable clause in the prescribed Agreement and Mortgage Deed to the effect that the company shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his termination or death preceding termination from the whole or any specified part of the gratuity that may be due to him.
- 12.4.1 For Computing the maximum amount of gratuity due to an employee, the total period of service likely to be put in by an employee till his superannuating/separation and the salary/wages as presently drawn by him are to be taken into consideration.
- 12.5 If an employee resigns from the services of the Corporation or his services are terminated for any reason whatsoever before repayment of the advance together with accrued interest thereon in full, the entire outstanding amount shall become payable to the Corporation forthwith. When the termination of service is due to involuntary act on the part of the employee concerned, the Corporation may, in deserving case, permit him or his successors-in-interest, as the case may be, to repay the outstanding amount together with interest thereon in suitable installments after safeguarding Corporation's interest. 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 Corporation to enforce the mortgage without intervention for the Court and take such other action to effect recovery of the outstanding amount as may be permissible under the law.

13.0 RECONVEYANCE

- 13.1 The Property mortgaged to the Corporation shall be reconveyed in the prescribed form at Annexure-'K' to the employee concerned (or his successors-in-interest, as the case may be) after the advance together with the interest thereon has been repaid to the Corporation in full.

14.0 PAYMENT OF SUBSIDY

- 14.1 Such employees of the Corporation as are otherwise eligible for grant of House Building Advance under these Rules, may avail of the House Building Loan Scheme sponsored by the recognised housing finance Institutions such as LIC, HDFC or any other such agency operating in Govt./ Public Sector. In such cases, the Corporation will grant subsidy to them to meet the difference between the Government rate of interest and the interest rate actually being charged by the agency concerned from time to time subject to the conditions that the subsidy will be limited on the amount which would have been admissible to the employee under these rules. No subsidy shall be allowed on the interest levied by these agencies for default and/or delay in payments.
- 14.2 The subsidy will be paid after actual verification for receipts issued by the concerned Housing Finance Institution /Agency for payment of interest. The original receipt will also be endorsed suitably to guard against a second claim.
- 14.3 Subsidy may be paid on interest on House Building loan drawn by employees from Government/Recognised Financial Institutions in addition to LIC, HDFC subject to the conditions mentioned hereunder:

14.4 The Subsidy for interest shall be limited on the amount of advance for which the employee is otherwise entitled or on the amount of loan taken by the employee from the Financial Institution whichever is less.

- 14.5 Before grant of the subsidy on interest, the sanctioning authority should satisfy himself that the loan obtained by the employee from the Financial Institution was entirely for the purpose of construction/purchase of the house / flats.
- 14.6 The subsidy will be granted to the employee to meet the difference between the Govt. rate of interest and the interest rate actually paid to the Financial Institution from time to time.
- 14.7 The claim for reimbursement or interest subsidy shall be entertained based on proof of actual payment of interest by the employee to the concerned Financial Institution either on monthly/Quarterly Basis or on annual basis. Since the terms and conditions of housing loans, followed by various Institutions are not uniform, admissible amount of subsidy has to ascertained on case to case basis.

1.5.0 GENERAL

- 15.1 The Competent Authority shall ensure that the purchase/construction/enlargement of the house is completed within period prescribed in the rules and that:
- 15.1.1 The prescribed mortgage deed is executed immediately on purchase of house/land and the document kept in safe custody.
- 15.1.2 The house is insured in the manner indicated in rule 10.2 immediately on its purchase/completion and that the premium receipts are regularly produced for inspection.
- 15.1.3 The house is maintained in good condition and that the necessary insurance premium and municipal taxes and rates are paid regularly and the requisite certificate(s) furnished annually until the advance has been repaid in full.
- 15.1.4 Monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary etc. bill of the employee concerned thereafter.
- 15.1.5 Any amount drawn in excess of the said expenditure incurred is refunded by the employee concerned to the corporation forthwith together with the interest, if any, due thereon.
- 15.2 Even in the case of employee's transfer from one unit etc. to another, the documents such as title deed, mortgage deed etc. submitted by an employee should continue to be kept in the safe custody of the authority, which sanctioned the advance. This is with a view to safeguarding against loss or misplacement of precious documents in transit.

- 15.3 Stamp duty chargeable on all documents and registration fee to be incurred for the completion of legal formalities required in connection with the grant of HBA may be granted as advance to the concerned employees, subject, however, to the condition that total amount of House Building Advance shall not exceed their entitlement per rules. The employees concerned will complete all formalities within a period of three months from the date of drawal of the advance granted for stamp duty charges etc. failing which the amount of advance drawn for the said purpose will be refunded by the employees together with interest thereon.
- 15.4 The Grant of advance under these rules shall always be subject to availability of funds.
- 15.5 The power to interpret and administer the rules shall rest with the Chairman and Managing Director of the Corporation whose decision shall be final and binding. The Chairman and Managing Director is also empowered to make any supplementary rules/order as envisaged under rule 10.8
- 15.6 The Corporation reserves the right to modify, cancel, add or amend any of these rules.

NATIONAL HANDICAPPED FINANCE AND DEVELOPMENT CORPORATION
Red Cross Bhawan, Sector-12, Faridabad – 121 007.

Application for the grant of House Building Advance
(Under Rule 7.1)

1. a) Name (In block Letters)
- b) Designation
- c) Department
- d) Scale of pay
- e) Present Salary / Wages.
(Basic Pay + Personal Pay + Dearness Allowance)
- f) Station where posted
- g) Place where the house / flat etc. is
proposed to be built / purchased /
enlarged.

2. Please State:

Whether you are a confirmed Employee ? if so, state the period of your continuous service (Refer Rule 4.2)	Date of Birth	Date of Super - annuation / expiry of contract	Is your wife / husband an employee in NHFDC if so, give her / his name name, employee no, designation department etc.
(1)	(2)	(3)	(4)

3. a) Do you require the advance for building a new house, if so please indicate.

(Note: Entries in cols 3.4 have to be supported by specification estimate in enclosed form and plan at the appropriate stage.)

Approx. floor area of the house proposed to be constructed (in sq. m.)	<u>Estimated Cost</u>			Amount of advance required
	Cost of land	Cost of building	Total	
(1)	(2)	(3)	(4)	(5)

(b) Whether you are already in possession of land? If so, please state.

Name of the place where it is located	Area of the plot (in sq. m.) located.	Name of the municipal or other local authority (if any) in whose jurisdiction it
(1)	(2)	(3)

is

(c) If no plot of land is already in your possession, how, when and where do you propose to acquire one? State the approximate plot area (in sq. m.) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price he can hand over to the applicant the vacant possession of a clearly demarcated plot of land within a period of two month from the date of the letter.

4. Do you require an advance for enlarging living accommodation in your existing house? If so, please state (Note: A plan of the house should accompany the application).

Landscape paper

3 OF Annexure – A (from HBA-ANNEXURE file)

b) If you do not already have a house in view, when and where do you propose to acquire one ?

Please indicate : (Note: Details specified against 5 (a) (i) above should be furnished in this case also as soon as possible & in any case before the full amount of the advance can be drawn).

The approx. amount upto which you will be prepared to buy a house	The approximate amount of advance required
(1)	(2)

6. Is the land on which the house stands, or is proposed to be constructed, freehold or leasehold? If leasehold, please state.

(Note: A copy of the lease / sale deed should accompany the application).

The term of the lease	How much of the term has already expired being mortgaged	Whether conditions of the lease permit the land to the company	premium paid for the plot	Amount rent of
(1)	(2)	(3)	(4)	(5)

7. a) No. of years in which the advance with interest is proposed to be repaid.

b) If a part of the advance is intended to be adjusted against the gratuity payable to you, please indicate the amount thereof.

8. a) Is your title to the 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 the reason(s) therefor indicating what other documentary proof. If any, you can furnish in support of your claim.
9. Details of Surety (s):
(Refer Rule 9.0)
 - a) Name and designation
 - b) Present Salary/Wages (Basic pay + DA)
 - c) Date of superannuation.
10. Any other information:

DECLARATION

1. I have read the rules regulating the grant of House Building Advance and agree to abide by the terms and condition stipulated therein:
2. I certify that:
 - i) My wife / husband is not a company employee. My wife / husband who is company employee has not applied for and / or obtained any advance under these rules.
 - ii) Neither I nor my wife/husband/minor child has/had applied for and/or obtained any loan or advance (other than an advance from the provident fund) or any assistance of like nature for acquisition of a house in the past from any source.
 - iii) I do not own a house in my name or in the name of my spouse or minor children/and the same is located at _____
 - iv) I or any member of my family have / has not acquired a house for which the advance has been applied for.
3. 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.

Place:
Date:

Signature of the Employee
Name:

Forwarded to the Personnel Manager

Controlling Officer
(Designation and Department)

(For use by Personnel Department Officer)

1. The application has been scrutinised in terms of the rules and it is certified that:
 - a) The application fulfils all the eligibility conditions and priorities, if any etc.
 - b) The facts stated in the application are correct.
 - c) The applicant possesses a clear title to the property in question/the transaction would result in the applicant acquiring an undisputable title to the property.

2. It is recommended that an advance of Rs. _____ may be granted to the applicant. On the basis of monthly deductions etc. to be made from the applicant's salary, it is certified that this amount is well within his repaying capacity.

Place:

Signature

Date:

Personnel Department Officer /

Sanctioned an advance of Rs. _____ (Rupees _____
only) to Shri/Smt. _____

Designation _____ Department _____.

Place:

Date :

(Signature of the Sanctioning Authority)

COST OF ORIGINAL ESTIMATES AND DETAILED SPECIFICATIONS FOR GRANT OF HOUSE BUILDING ADVANCE TO NHFC EMPLOYEES

(Under Sub-rule 7.1.1)

Amount Rs. _____

Name _____

Designation _____ Department _____

Locality and address in which the : _____
house is proposed to be constructed / _____
enlarged. _____

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I.	EARTH WORK (Earth work excavation for foundations and disposing of the surplus earth etc.)	--	--	1000 sq.m	--	--
II.	CONCRETE WORK (Foundation concrete with cement or lime using stone or brick ballast Either below floors or for Footings)	--	--	100 sq. m.	--	--
III.	DAMP PROOF COURSE (Concrete on rich cement mortar or bituministic compounds).	--	--	--	--	--
IV.	ROOFING WORK (R.C.C. asbestos or any other type of suitable roof.)					
V.	REINFORCED CEMENT CONCRETE					
VI.	MASONRY (Brick, stone, concrete roofs etc.)					

(1)	(2)	(3)	(4)	(5)	(6)	(7)
VII.	WOOD WORK (For doors and windows wooden scantling for roofs) etc.					
VIII.	STEEL WORK (For reinforcements, holdfast, window bars etc.)					
IX.	FLOORING (Concrete, stone or marble chips etc.)					
X.	FINISHING (Plastering, painting color or white-washing painting etc.)					
XI.	MISCELLANEOUS (Like rain water pipes, shelves, jali's, chulhas, pegs, hooks for fans etc.)					
XII.	SANITARY INSTALATIONS (Closets, connection, pipes, manholes, drains etc.)					
XIII.	WATER SUPPLY (Taps, Water meters, water tanks, G.I. Pipes etc.)					
XIV.	ELECTRICITY (Electricity points, meters, connections, lines etc.)					
TOTAL COST						

PLACE:
DATE:

Signature:
Name:

Designation:
Department:

Landscape paper

*Page 2, 3 & 4 of Annexure – AI (from **HBA-annexure.doc** file)*

(On Non-judicial Stamp Paper)
FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF
DRAWING THE HOUSE BUILDING ADVANCE

AN AGREEMENT MADE THIS _____ day of _____ Two Thousand _____ between Shri/Smt _____ son/daughter/wife of _____ at present serving as _____ (hereinafter called the Borrower(s) which expression shall unless excluded by or repugnant to the subject or context include his/her/(their) theirs executors, administrators and legal representatives of the one part and National Handicapped Finance and Development Corporation incorporated under the Indian Companies Act, 1956 and having its registered office at Red Cross Bhawan, Sector – 12, Faridabad – 121 007, Haryana (hereinafter called the 'Corporation' which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) of the other part.

WHEREAS the Borrower(s) desire(s) to purchase and or construct a house thereon/enlarge living accommodation in his/her/(their) under the provisions of the Rules framed by the Corporation to regulate the grant of advance to Corporation employees for building etc. of house (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 company for an advance of Rupees _____ to purchase the said land and/or construct a house thereon/enlarge living accommodation in his/her/(their) house purchase a ready built house as aforesaid and the company has sanctioned an advance of Rupees _____ to the Borrower(s) vide 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:

In consideration of the sum of Rupees _____ (set full amount to be paid) to be paid by the Corporation to the Borrower(s) as provided by the said Rules, Borrower(s) hereby agree(s) with the Corporation.

- a. i) to repay the Corporation 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 _____ as principal and number of instalments _____ or Rupees _____ as interest from his/her pay commencing from the month of _____ Two Thousand _____ till _____ and the borrower hereby authorise(s) the Corporation to make such deductions from his/her monthly pay, leave salary, subsistence allowance bills or any other dues payable to his/her by the Corporation.

ii) to repay the Corporation 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 filed in) monthly instalments of Rupees _____ as principal and number of _____ instalments of Rs. _____ as interest from the pay of the Borrower employee commencing from the month of _____ two thousand and _____ or from the month following the completion of the house, whichever is earlier, till _____ and the Borrower employee hereby authorises the Corporation to make such deductions from his/her monthly pay, leave salary, subsistence allowance bills or any other dues payable to his/her by the Corporation.

iii) to repay the company 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 with said Rules for the time-being in force by _____ (number to be filled in) monthly instalments of _____ instalments of Rs. _____ as interest from the pay of the Borrower employee commencing from the month of Two Thousand _____ or from the month following that in which the possession of the house/flat is taken by the Borrower(s), whichever is earlier, till _____ and the Borrower employee, hereby authorises the Corporation to make such deductions from his/her monthly pay, leave salary, subsistence allowance bills or any other dues payable to him/her by the Corporation.

b. i) 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 build house and mortgage it to the Corporation failing which the Borrower(s) shall refund forthwith to the Corporation, the entire amount of advance received by him/her/(them) together with interest thereon unless an extension of time is granted in writing by the Corporation.

ii) to complete the construction/enlargement of the said house within eighteen months of the receipt of the aforesaid advance of Rs. _____ (Rupees _____) strictly in accordance with the plan and specifications to be approved by the Corporation 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 Corporation.

iii) Within two months from the date of receipt of the amount of Rs. _____ (insert amount of installments to be paid) out of the said sanctioned advance or within such further time as the company may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Corporation the sale deed in respect thereof, failing which the Borrower(s) shall refund to the Corporation the entire amount of the advance received by him/her/(them) together with interest thereon. To complete the construction for the said house within twenty four months of the receipt of the aforesaid advance of

Rs. _____ (Rupees _____) strictly in accordance with the plan and specifications to be approved by the Corporation 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 Corporation.

- iv) within three months from the date of possession of the said house or flat, to mortgage the said house or flat of the Corporation failing which the Borrower(s) shall refund forthwith to the Corporation the entire amount of advance received by him/her/(them) together with interest thereon unless an extension of time is granted by the Corporation.
2. If the actual amount paid by the Borrower (a) 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 (s) to repay the difference to the Corporation forthwith.
3. To execute a document/ (Equitable/Registered Mortgage) mortgaging the said house/and along with the house to be built thereon to the Corporation who in turn will furnish a Guarantee Deed duly executed by the State in favour of the Corporation within three months from the date of receipt of the aforesaid advance or the extended period which the Corporation may allow in this behalf as security for the amount advanced to the Borrower (s) under these presents as also for the interest payable for the said amount in the form provided by the said Rules. (To submit an Affidavit and execute an irrevocable power of attorney in favour of Manager (P&A) of the Corporation, authorising him to execute on behalf of Borrower (s) a Registered English Mortgage Deed at the cost of the Borrower (s).
4. If the land/house/flat is not purchased and the sale deed/lease deed thereof not produced for inspection of the Corporation within two months after drawal of the advance for that purpose or within such further time as the Corporation may allow in this behalf/if the house/flat is not purchased and mortgaged within further time as the Corporation may allow in writing in this behalf/if the Borrower(s) ** fail(s), to complete the construction/enlargement of the said house, as herein before agreed, or if the Borrower(s) ** become (s) insolvent or quit (s) the service of the Corporation or die(s), the entire amount advanced together with interest accruing thereon shall immediately become due and payable to the Corporation.
5. Without prejudice to any other right of the Corporation in that behalf, if any amount becomes refundable or payable by the Borrower(s) ** to the Corporation, the Corporation will be entitled to recover the same as arrears of land revenue through other legal measures, including adjustment against Borrower(s) ** statutory or contractual dues.
6. The stamp duty payable on these presents shall be borne and paid by the Borrower (s) **

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE BORROWER (S) ** has/(have)** hereunto set his/ her/(their)** hand and Sh./Smt. _____ for and on behalf of NHFDC has hereon to set his hand.

Signature of the Borrower(s) **

Signature of the Borrower(s) *

Signed by the said Borrower
in the presence of :

Ist Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

In the presence of :

Ist Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Signed by the said Borrower
in the presence of :

Ist Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Signature of Sh. _____
(For and on behalf of NHFDC)

NOTE :

- i) a (ii), (iii), and b (ii), (iii), (iv) to be deleted in case of purchase of ready built house/flat.
- ii) a (i), (iii), and b (i), (iii), (iv) to be deleted in case of construction / enlargement of a house.
- iii) a (i), (iii), and b (i), (ii), (iv) to be deleted in case of purchase of land and construction of a house.
- iv) a(i), (ii), and b (i), (ii), (iv) to be deleted in case of acquisition of purchase of house/flat under the self-financing housing scheme.

** v) applicable only if the property is held jointly by the employee and his/her spouse.

**** vi) applicable in case the advance is secured through execution of Equitable Mortgage of Property by deposit of Original Title Deeds in place of Registered Mortgage Deed.

(* to the filled by the Borrower)

(ON Non-Judicial Stamp Paper)

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN
THE PROPERTY IS FREEHOLD**

(Under Rule 8.1)

This indenture made this _____ day of _____ Two thousand _____ between son/daughter of _____ at present employed as _____ in NHFDC at _____ (hereinafter called "THE MORTGAGOR" which context; include his /her heirs, executors, administrators or assigns) of the ONE PART and NHFDC, a company incorporated under the India Companies Act, 1956 and having its registered office at Red Cross Bhawan, Sector – 12, Faridabad – 121 007, Haryana (herein after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include their successors in office and assigns) of the OTHER PART.

Whereas by a lease dated _____ and made between _____ the lessor demised to the MORTGAGOR the PROPERTY SITUATED AT _____ and more particularly described in Schedule hereunder written for a term of _____ years Rs. _____ and subject to the performance and observance of the convenience 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 land and to construct a house thereon * or (to enlarge living accommodation in the house on the said hereditament).
- * 2. To construct a house on the said hereditament, or * (to enlarge living accommodation in the hose on the said hereditament).
- * 3. To purchase a ready built aforesaid house/flat.

AND WHEREAS the MORTGAGOR agreed to advance to the MORTGAGOR the said sum of Rupees _____ 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 employees of the Corporation for building, purchase etc. of house/flats issued by the Corporation vide No. _____ dated _____ (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 scheduled hereunder Written AND WHEREAS THE MORTGAGEE.

* (has sanctioned 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 Rules as
hereinafter mentioned secured in manner hereinafter appearing).

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the
following instalments :

* Rs. _____ already received on _____

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

** Rs. _____ when the construction of the house reaches plinth level.

** Rs. _____ when the construction of the house reaches roof level.

NOW THIS INDENTURE WITNESSETH as follows :

(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 provision contained in the said Rules the
MORTGAGOR DOTH hereby covenant with 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. _____
(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 authorises the MORTGAGEE to make deduction from his monthly
pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation 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 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 the 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 without the intervention of the Court 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.

* mention whatever is applicable

** The language will be modified if the mode of payment of advance is different from what is prescribed.

*** This will be as per sanction of advance.

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 and MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all 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 _____ two thousand and _____ c from the month following the completion of the house, whichever is earlier, till the date of his superannuation and for recovery of the balance, if any, remaining/outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of retirement from his monthly pay/leave salary of the amount of instalments of such of the balances remaining unpaid at the date of his death/retirement/superannuation as here-in-before mentioned, failing which the MORTGAGEE shall be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the balance of the advance than due together with interest and costs recovery by sale of the mortgaged property without intervention of the Court 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 by increasing the quantum of instalment and/or making lump-sum payments.

Note: Delete clauses (i) (a) or (i) (b) whichever is inapplicable.

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 other than normal retirement /superannuation or if he/she dies before the payment of advance in full, or if the MORTGAGOR shall failed 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 than and in any such cases the whole of the principal amount of the advance or so much thereof as shall than 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 of the first instalments of the said advance.

* Normal rate of interest.

*** This will be as per sanction of advance.

Notwithstanding anything contained herein, if the MORTGAGOR utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be opened to the Mortgagee to take such disciplinary action against the mortgagor as may be considered appropriate by the Mortgagee.

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 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 and 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 forever free from all encumbrances. SUBJECT NEVERTHELESS to the provision 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 therein 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 use of 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 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 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 there by 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 purchase or purchaser 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 thereof 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 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/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 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 the MORTGAGEE forthwith the entire advance receive by him/her together with interest thereon at _____ percent per annum and further will also be liable to disciplinary action as may be considered appropriate by the MORTGAGEE.
 - c) That the MORTGAGOR shall complete the construction of the House/additions to living accommodation in the aforesaid house within eighteen/twenty four months of receipt of the advance of _____ (Rupees _____ the first installment already received on _____) unless an extension of time is allowed in writing by the MORTGAGEE. Inc case of default the MORTGAGOR shall be liable to repay forthwith the entire amount advanced to him/her 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 utilized for the purpose for which it was sanctioned.

NOTE :

Clauses (b) and (c) are not applicable when the advances for the purchase of ready built houses or for repayment of loans taken by an applicant for the construction or purchase of a house.

- d) **That the MORTGAGOR shall immediately insure the house at his own cost, with the Life Insurance Corporation of India, for a sum of not less than the amount of the aforesaid advance and shall keep it so insured**

against loss or damage by fire, flood, lightning, earthquake and riot as provided in the said Rules till the advance is fully repaid to the said Rules, till the advance is fully repaid to the MORTGAGEE and deposit the policy of insurance with the MORTGAGEE the MORTGAGEE 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 of inspections. Failure on the part of the MORTGAGOR to insure the house will render him liable to disciplinary action by the MORTGAGEE. In the event of failure on the part of the lightning, earthquake and riot 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 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 Mortgaged as other as required addressed to the insurer, with which the house is insured with a view to insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the insurer the fact that the MORTGAGEE is interested in the Insurance Policy secured.

- e) 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 outgoing 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 advance has been repaid in full.
- g) The APPLICANT MORTGAGOR shall refund to the MORTGAGEE an 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, alienate or otherwise dispose of the Mortgaged property.
- 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 or enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the house/ownership flat etc. without the intervention for the Court or in such other manner as may be permissible under law.

SCHEDULE ABOVE REFERED TO

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand on the day, month and year written above.

Signed by the said (Mortgagor) _____ in the presence of

Ist Witness	:	IInd Witness	:
Address	:	Address	:
Occupation	:	Occupation	:

IN WITNESS THEREOF Sh. _____ for and on behalf of
and by order an direction of NHFDC has signed this present.

Signed by Sh. _____

in the presence of _____

Ist Witness	:	Iist Witness	:
Address	:	Address	:
Occupation	:	Occupation	:

NOTE :

Before paying stamp duty on this document the applicants are advised to contact the respective State Government Administration for ascertaining the value of Non - judicial stamp paper to be used and whether exemption from payment to stamp duty is available.

* To be filled in by Mortgagor.

(On Judicial Stamp Paper)

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY IS FREEHOLD
AND IS HELD IN THE JOINT NAMES OF HUSBAND AND WIFE**

This indenture made this _____ day of _____
Two thousand _____ between son/daughter of _____ at present employed as
_____ in NHFDC at _____ his/her wife/husband (hereinafter
jointly referred to as "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the
subject or context, include his/he heirs, executors, administrators or assign) of the ONE PART and
Shri/Smt. _____ (The employee being hereinafter called as principal or
Applicant Mortgagor and NHFDC, a company incorporated under the India Companies Act, 1956 and
having its registered office at Red Cross Bhawan, Sector - 12, Faridabad - 121 007, Haryana (hereinafter
called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or
context include their successors in office and assigns) of the OTHER PART.

WHEREAS the MORTGAGORS are the absolute and sole beneficial owners and is seized and possessed of
or otherwise well and sufficiently entitled to the land or house hereditaments and premises hereinafter
described in the Schedule hereunder written and for greater clarity delineated on the plain annexed here to
and thereon shown with the boundaries there of coloured _____ and expressed to be hereby
conveyed, transferred and assured (hereinafter referred to as the "said Mortgaged Property").

AND WHEREAS _____ one of the MORTGAGOR hereby referred to as Applicant
Mortgagor applied to the MORTGAGEE for an advanced of Rs. _____ (Rupees
_____ only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

- * 1. to purchased land and to construct a house thereon * or (to enlarge living accommodation in the
existing house on the said hereditament).
- * 2. to construct a house on the said hereditaments, or * (to enlarge living accommodation in the house on
the said hereditaments).

AND WHEREAS the MORTGAGEE agreed to advance to the MORTGAGOR the said sum of
Rupees _____ 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 employees of the Corporation for building, purchase etc. of
house/ flats issued by the Corporation vide
No. _____ dated
_____ (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 scheduled
hereunder Written.

AND WHEREAS THE MORTGAGEE

* (has sanctioned to the APPLICANT 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 Rules as hereinafter mentioned secured in manner hereinafter appearing).

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments :

- * Rs. _____ already received on _____
- * Rs. _____ on the execution of this indenture by the Mortgagor in favour of the Mortgagee.
- ** Rs. _____ when the construction of the house reaches plinth level.
- ** Rs. _____ when the construction of the house reaches roof level.

NOW THIS INDENTURE WITNESSETH as follows :

(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 provision contained in the said Rules the MORTGAGOR DOETH hereby covenant with 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. _____ (Rupees _____ only) from the pay of the APPLICANT 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 authorises the MORTGAGEE to make deduction from his monthly pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation 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 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 the 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 without the intervention of the Court 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.

* mention whatever is applicable

** The language will be modified if the mode of payment of advance is different from what is prescribed.

*** As per sanction of advance.

(i) b) in pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Rules and MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the APPLICANT MORTGAGOR shall always duly observe and perform all terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) from the pay of the APPLICANT MORTGAGOR commencing from the month of _____ two thousand and _____ or from the month following the completion of the house, whichever is earlier, till the date of his superannuation and for recovery of the balance, if any, remaining/outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of retirement from his monthly pay/leave salary of the amount of instalments of such of the balance remaining unpaid at the date of his death/retirement/superannuation as here-in-before mentioned, failing which the MORTGAGEE shall be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the balance of the advance than due together with interest and costs recovery by sale of the mortgaged property without intervention of the Court or in such other manner as may be permissible under the law. It will however, be open to the APPLICANT MORTGAGOR to repay the amount in a shorter period by increasing the quantum of instalment and/or making lump-sum payments .

Note: Delete clauses (i) (a) or (i) (b) whichever is inapplicable.

ii) If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the APPLICANT 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 the payment of advance in full, or if the APPLICANT MORTGAGOR shall failed observe or perform any of the terms, condition and stipulations satisfied in the said Rules and on his /her part to be observe and performed than and in any such cases the whole of the principal amount of the advance or so much thereof as shall than 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 of the first instalments of the said advance. Notwithstanding anything contained herein, if the MORTGAGOR utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be opened to the Mortgagee to take such disciplinary action against the mortgagor as may be considered appropriate by the Mortgagee .

- 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 do 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 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 and 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 forever free from all encumbrances. SUBJECT NEVERTHELESS to the provision 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 therein 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 use of 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 herein contained of if the APPLICANT 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 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 there by 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 purchase or purchaser 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 thereof 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 the manner aforesaid.
 - b) That the APPLICANT 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 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 the MORTGAGEE forthwith the entire advance receive by him/her together with interest thereon at _____ percent per annum and further will also be liable to disciplinary action as may be considered appropriate by the MORTGAGEE.

(* Normal rate of interest as per sanction of advance).

- c) That the MORTGAGOR shall complete the construction of the House / additions to living accommodation in the aforesaid house within eighteen/twenty four months of receipt of the advance of Rs. _____ (Rupees _____) the first instalments already received on _____) 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 /her together with interest calculated under the said Rules, in one lump-sum. The APPLICANT 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 advanced 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 houses or for repayment of loans taken by an applicant for the construction or purchase of a house/flat.

- d) That the MORTGAGOR shall immediately insure the house at his own cost, for a sum of not less than the amount of the aforesaid advanced and shall keep it so insured against loss or damage by fire, flood, lightning, earthquake and riot 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 MORTGAGEE 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 inspections. Failure on the part of MORTGAGOR to insure the house will render him liable to disciplinary action by the MORTGAGEE. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood, lightning, earthquake and riot it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add to 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 Mortgagee as other as required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE is interested in the Insurance Policy secured .

- e) The MORTGAGER 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 outgoing 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 APPLICANT MORTGAGOR shall refund to the MORTGAGEE an 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.
- g) That the MORTGAGORS shall not during the continuance of these presents charge, encumbers, alienate or otherwise dispose off the Mortgaged property.
- h) 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 to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the house / ownership flat etc. without the intervention of the Court or in such other manner as may be permissible under law.

SCHEDULE ABOVE REFERED TO

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand on the day, month and year written above.

Signed by the said (Mortgagor) _____ in the presence of

Ist Witness :
Address :
Occupation :

IInd Witness :
Address :
Occupation :

IN WITNESS THERE OF Shri _____ for and on behalf of and by order a direction of NHFDC has signed this present.

Signed by Shri _____

in the presence of _____

Ist Witness :
Address :
Occupation :

IInd Witness :
Address :
Occupation :

NOTE :

Before paying stamp duty on this document the applicants are advised to contact the respective State Government Administration for ascertaining the value of Non - judicial stamp paper to be used and whether exemption from payment to stamp duty is available.

* To be filled in by Mortgagor.

(On Judicial Stamp Paper)

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN
THE PROPERTY IS LEASEHOLD**

This indenture made this _____ day of _____
Two thousand _____ between son/daughter of _____ at
present employed as _____ in NHFDC at
_____ his/her wife/husband (hereinafter jointly referred to as
"THE MORTGAGOR" which expression shall unless excluded by or repugnant to
the subject or context, include his / he heirs, executors, administrators or assign)
of the ONE PART and Shri/Smt. _____ (The
employee being hereinafter called as principal or Applicant Mortgagor and NHFDC,
a company incorporated under the India Companies Act, 1956 and having its
registered office at Red Cross Bhawan, Sector - 12, Faridabad - 121 007,
Haryana (hereinafter called "THE MORTGAGEE" which expression shall unless
excluded by or repugnant to the subject or context include their successors in
office and assigns) of the OTHER PART.

WHEREAS by a lease dated _____ and made between
_____ the lessor demised to the MORTGAGOR the property
situated at _____ and more particularly described in schedule
hereunder written for a term of _____ years commencing from _____ at the
yearly/monthly rent of Rs. _____ and subject to the performance and observance of the convenients
and conditions therein mentioned.

AND WHEREAS the Mortgagor applied to the MORTGAGEE for an advanced of Rs. _____
(Rupees _____ only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

- * 1. to purchased land and to construct a house thereon * or (to enlarge living accommodation in the existing house on the said hereditament).
- * 2. to construct a house on the said hereditament, or * (to enlarge living accommodation in the house on the said hereditaments).

AND WHEREAS the MORTGAGEE agreed to advance to the MORTGAGOR the said sum of
Rupees _____ 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 employees of the Corporation for building, purchase etc. of
house/ flats issued by the Corporation vide

No. _____ dated
_____ (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 scheduled hereunder Written AND WHEREAS THE MORTGAGEE

@ 1. (has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. _____ (Rupees _____) only payable in such instalments and in the manner as hereinafter appearing

@ 2. 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 Rules as hereinafter mentioned secured in manner hereinafter appearing).

* Strike out whichever is not applicable.

@ Mention whatever is applicable.

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments :

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

** Rs. _____ when the construction of the house reaches plinth level.

** Rs. _____ when the construction of the house reaches roof level.

*** And WHEREAS the lessor of the said premises has given his approval for the Mortgage on the conditions that if the property to be sold under the power therein contained or otherwise he will be paid first after the cost of such sale, his share of the unearned increase as provided in the said lease.

@ Mention whatever is applicable.

** Language may be modified if the mode of payment of advance is different from what is indicated above.

*** This applies to Nazul lands (normally) to be inserted wherever applicable.

NOW THIS INDENTURE WITNESSETH as follows :

(i) a) in pursuance of the said Rules and in consideration of the said advance sanctioned / paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provision contained in the said Rules the MORTGAGOR DOTD hereby covenant with 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. _____ (Rupees _____
_____ only) from the pay of the APPLICANT
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
authorises the MORTGAGEE to make deduction from his monthly pay /leave salary /subsistence
allowance or any other dues payable to him by the Corporation of the amount of such instalments
and the MORTGAGOR shall after paying the full amount of the advance also pay interest due
thereon (in ****) _____ in 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 the 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 without the intervention of the Court 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 by
increasing the quantum of instalment or in lump-sum..

- (i) b) in pursuance of the said Rules and in consideration of the said advance sanctioned /paid by the
MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said
Rules and MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the APPLICANT
MORTGAGOR shall always duly observe and perform all terms and conditions of the said Rules and
shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees

_____ only) from the pay of the APPLICANT MORTGAGOR commencing from the month of
_____ two thousand and _____ or from the month following the completion of the
house, whichever is earlier, till the date of his superannuation and for recovery of the balance, if any,
remaining/outstanding on his superannuation together with the interest on the amount advanced
from the date of the advance to the date of retirement from his monthly pay/leave salary of the
amount of instalments of such of the balance remaining unpaid at the date of his
death/retirement/superannuation as here-in-before mentioned, failing which the MORTGAGEE shall
be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the
balance of the advance than due together with interest and costs recovery by sale of the mortgaged
property _____ without _____ intervention
of the Court or in such other manner as may be permissible under the law. It will however, be open to
the APPLICANT MORTGAGOR to repay the amount in a shorter period by increasing the quantum
of instalment and/or making lump-sum payments.

**** As per sanction order of the advance under the Rules.

Note: Delete clauses (i) (a) or (i) (b) whichever is inapplicable.

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 other than normal retirement /superannuation or if he /she dies before the payment of advance in full, or if the MORTGAGOR shall failed observe or perform any of the terms, condition and stipulations satisfied in the said Rules and on his /her part to be observe and performed than and in any such cases the whole of the principal amount of the advance or so much thereof as shall than remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at * _____ percent per annumcalculated from the date of the payment by the MORTGAGEE of the first instalments of the said advance. Notwithstanding anything contained herein, if the MORTGAGOR utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be opened to the Mortgagee to take such disciplinary action against the mortgagor as may be considered appropriate by the Mortgagee.

(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 present the MORTGAGOR DOTH hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said property comprised in the said lease dated _____ and more particularly described in the schedule hereunder written together with buildings erected or to be erected by MORTGAGOR on the said property (hereinafter referred to as the mortgaged property) or materials for the time being there-on with all rights, easement 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 the same upto the MORTGAGEE absolutely but subject nevertheless to the for redemption hereinafter contained, namely that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner therein 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 use of 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 herein contained or if the APPLICANT 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 said Mortgaged property or any part there of 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

50
without being responsible for any loss which may be occasioned there by 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 purchase or purchaser 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 expenses incurred on such sale (* and in the next place to pay to _____ the lessor of the mortgaged property _____ fifty percent of the unearned increase pursuant to clause _____ of the said lease) 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.

* Normal Rate of interest to be charged under the said rules.

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 the manner aforesaid.
- b) That the APPLICANT 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 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 the MORTGAGEE forthwith the entire advance receive by him/her together within interest thereon at _____ percent per annum and further will also be liable to disciplinary action as may be considered appropriate by the MORTGAGEE.
- c) That the MORTGAGOR shall complete the construction of the House / additions to living accommodation in the aforesaid house within eighteen/twenty four months of receipt of the advance of Rs. _____ (Rupees _____) * 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 /her together with interest calculated under the said Rules, in one lump –sum. The APPLICANT 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 advanced utilised for the purpose for which it was sanctioned.

* In case of Nazul Land in Delhi and in similar cases whatever applicable.

** Not applicable when advance is for purchase of ready built house.

@ Not applicable when advance is for purchase of ready built house.

- d) That the MORTGAGOR shall immediately insure the house at his own cost, with Life Insurance Corporation of India, for a sum of not less than the amount of the aforesaid advanced and shall keep it so insured against loss or damage by fire, flood, lightning, earthquake and riot 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 MORTGAGEE 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 of inspections. Failure on the part of MORTGAGOR to insure the house will render him liable to disciplinary action by the MORTGAGEE. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood, lightning, earthquake and riot it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add to 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 Mortgagee as other as required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE is interested in the Insurance Policy secured .
- e) The MORTGAGER 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 outgoing 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 ti the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until advance has been repaid in full.

- g) The MORTGAGOR shall refund to the MORTGAGEE an 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 said lease dated _____ as valid and subsisting lease of the Mortgaged property and are in on way void or voidable and the rents and the covenants and conditions in and by the indenture of lease reserved have been paid, performed and observed up to the date of these presents and that same is assignable in the manner hereinbefore stated.
- i) That the Mortgager will so long as any money shall remain owing on security of the said mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement duty observe all the covenants by the lease and conditioned contained in the said indenture of lease referred in the schedule hereunder written and keep the MORTGAGEE indemnified against all action, 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.
- j) That the MORTGAGOR shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- k) 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 to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the house/ownership flat etc. without the intervention of the Court or in such other manner as may be permissible under law.

SCHEDULE ABOVE REFERED TO

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand on the day, month and year written above.

Signed by the said (Mortgagor) _____ in the presence of

Ist Witness	:	IInd Witness	:
Address	:	Address	:
Occupation	:	Occupation	:

Signed by _____ for and on behalf of and by order a direction of National Handicapped Finance and Development Corporation has signed this present.

Signed by Sh. _____

in the presence of _____

Ist Witness :
Address :
Occupation :

IInd Witness :
Address :
Occupation :

- To be filled in by Mortgagor

NOTE :

Before paying stamp duty on this document the applicants are advised to contact the respective State Government Administration for ascertaining the value of Non – judicial stamp paper to be used and whether exemption from payment to stamp duty is available.

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY IS LEASEHOLD
AND IS HELD IN THE JOINT NAMES OF HUSBAND AND WIFE
(Under Rule 8.1)**

This indenture made this _____ day of _____
Two thousand _____ between son/daughter of _____ at present employed as
_____ in NHFDC at _____ his / her wife / husband
(hereinafter jointly referred to as "THE MORTGAGOR" Which expression shall unless excluded by or
repugnant to the subject or context, include his / he heirs, executors, administrators or assign) of the ONE
PART and Shri/Smt. _____ (The employee being hereinafter called as
principal or Applicant Mortgagor and NHFDC, a company incorporated under the India Companies Act,
1956 and having its registered office at Red Cross Bhawan, Sector – 12, Faridabad – 121 007, Haryana
(hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the
subject or context include their successors in office and assigns)of the OTHER PART.

WHEREAS by a lease dated _____ and made between
_____ the lessor demised to the MORTGAGOR the property situated
_____ and more particularly described in schedule hereunder written for a term of
_____ years commencing from _____ at the yearly / monthly rent of Rs.
_____ and subject to the performance and observance of the convenents and conditions therein
mentioned.

AND WHEREAS the Mortgagor applied to the MORTGAGEE for an advanced of
Rs. _____ (Rupees _____
_____ only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

- * 1. to purchased land and to construct a house thereon * or (to enlarge living accommodation in the existing house on the said hereditament).
 - * 2. to construct a house on the said hereditament, or * (to enlarge living accommodation in the house on the said hereditaments).
 - * 3 to purchase a ready built aforesaid house.
- * Strike out whichever is not applicable.

AND WHEREAS the MORTGAGEE agreed to advance to the MORTGAGOR the said sum of
Rupees _____ 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 employees of the Corporation for building, purchase etc. of house/ flats
issued _____ by _____ the

management (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 scheduled hereunder Written.

AND WHEREAS THE MORTGAGEE

- @ 1. (has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. _____
(Rupees _____ only payable in such instalments and
in the manner as hereinafter appering .
- @ 2. 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 Rules as hereinafter mentioned secured in manner hereinafter appearing) .

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid
advance in the following instalments :

- ** Rs. _____ already received on _____ .
- ** Rs. _____ on the execution of this indenture by the Mortgagor in favour of the
Mortgagee.
- ** Rs. _____ When the construction of the house reaches plinth level .
- ** Rs. _____ when the construction of the house reaches roof level.

*** AND WHEREAS the lessor of the said premises has given his approval for the Mortgage on the
conditions that if the property to be sold under the power therein contained or otherwise he will be paid first
after the cost of such sale , his share of the unearned increase as provided in the said lease.

@ Mention whatever is applicable.

- ** Language may be modified if the mode of payment of advance is different from what is indicated
above.
- *** This applies to Nazul lands (normally) to be inserted wherever applicable.

NOW THIS INDENTURE WITHNESSETH as follows :

- (i) a) in pursuance of the said Rules and in consideration of the said advance
sanctioned / paid by the MORTGAGEE to the APPLICANT MORTGAGOR
pursuant to the provision contained in the said Rules the MORTGAGOR
DOTH hereby covenant with 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. _____ (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 APPLICANT MORTGAGOR hereby authorises the MORTGAGEE to make deduction from his
monthly pay /leave salary/subsistence allowance or any other dues payable to him by the
Corporation 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 provided
that the Applicant MORTGAGOR shall repay the entire advance with interest in full before the date
on which he /she is due to retire from the 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
without the intervention of the Court or in such other manner as may be permissible under the law. It
will however, be open to the APPLICANT MORTGAGOR to repay the amount in a shorter period.

@ As per sanction order of the advance under the Rules.

- (i) (b) in pursuance of the said Rules and in consideration of the said advance sanctioned /paid by the
MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said
Rules and MORTGAGOR DO hereby covenant with the MORTGAGEE that the MORTGAGOR
shall always duly observe and perform all 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 month of
_____ two thousand and _____ or from the month following the completion of the
house, whichever is earlier, till the date of his superannuation and for recovery of the balance, if any,
remaining/outstanding on his superannuation together with the interest on the amount advanced
from the date of the advance to the date of retirement from his monthly pay/leave salary of the
amount of instalments of such of the balance remaining unpaid at the date of his
death/retirement/superannuation as here-in-before mentioned, failing which the MORTGAGEE shall
be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the
balance of the advance than due together with interest and costs recovery by sale of the mortgaged
property without intervention of the Court or in such other manner as may be permissible under the
law. It will however, be open to the APPLICANT MORTGAGOR to repay the amount in a shorter
period by increasing the quantum of instalment and/or making lump-sum payments.

- ii) If the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the APPLICANT 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 the payment of advance in full, or if the MORTGAGOR shall failed observe or perform any of the terms, condition and stipulations satisfied in the said Rules and on his /her part to be observe and performed than and in any such cases the whole of the principal amount of the advance or so much thereof as shall than remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at * _____ percent per annumcalculated from the date of the payment by the MORTGAGEE of the first instalments of the said advance .

Notwithstanding anything contained herein, if the MORTGAGOR utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be opened to the Mortgagee to take such disciplinary action against the mortgagor as may be considered appropriate by the Mortgagee.

- 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 present the MORTGAGOR DOTH hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE ALL AND SINGULAR the said property comprised in the said lease dated _____ and more particularly described in the schedule hereunder written together with buildings erected or to be erected by MORTGAGORS on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being there-on with all rights, easement 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 the same upto the MORTGAGEE absolutely but subject nevertheless to the for redemption hereinafter contained, namely that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner therein 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 use of 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 herein contained of if the APPLICANT 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 said Mortgaged property or any part there

of 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 there by 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 purchase or purchaser 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 expenses incurred on such sale (* and in the next place to pay to _____ the lessor of the mortgaged property _____ fifty percent of the unearned increase pursuant to clause _____ of the said lease) 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 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/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 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 MORTGATOR, he/she will be liable to pay the MORTGAGEE forthwith the entire advance receive by him/her together with interest thereon at _____ percent per annum and further will also be liable to disciplinary action as may be considered appropriate by the MORTGAGEE.

@ c) That the MORTGAGOR shall complete the construction of the House / additions to living accommodation in the aforesaid house within eighteen/twenty four months of receipt of the advance _____ of _____ Rs. _____ (Rupees _____)* 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 /her together with interest calculated under the said Rules, in one lump-sum. The APPLICANT 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 advanced utilised for the purpose for which it was sanctioned.

* In case of Nazul Land in Delhi and in similar cases whatever applicable.

** Not applicable when advance is for purchase of ready built house.

- d) That the MORTGAGOR shall immediately insure the house at his own cost, with Life Insurance Corporation of India, for a sum of not less than the amount of the aforesaid advanced and shall keep it so insured against loss or damage by fire, flood, lightning, earthquake and riot 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 MORTGAGEE 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 of inspections. Failure on the part of MORTGAGOR to insure the house will render him liable to disciplinary action by the MORTGAGEE. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood, lightning, earthquake and riot it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add to 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 Mortgagee as other as required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE is interested in the Insurance Policy secured.
- e) The MORTGAGER 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 outgoing 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 ti the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until advance has been repaid in full.
- g) The MORTGAGOR shall refund to the MORTGAGEE an 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 said lease dated _____ as valid and subsisting lease of the Mortgaged property and are in on way void or voidable and the rents and the covenants and conditions in and by the indenture of lease reserved have been paid, performed and observed up to the date of these presents and that same is assignable in the manner hereinbefore stated.
- i) That the MORTGAGER will so long as any money shall remain owing on security of the said Mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement duty observe all the covenants by the lease and conditioned contained in the said indenture of lease referred in the schedule hereunder written and keep the MORTGAGEE indemnified against all action, 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.
- j) That the MORTGAGORS shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the Mortgaged property.
- k) 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 to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with interest and cost of recovery by sale of the house / ownership flat etc. without the intervention of the Court or in such other manner as may be permissible under law.

SCHEDULE ABOVE REFERED TO

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand on the day, month and year written above.

Signed by the said (Mortgagor) _____ in the presence of

Ist Witness :	IInd Witness :
Address :	Address :
Occupation :	Occupation :

Signed by Sh. _____ for and on behalf of any by order an direction of NHFDC in the presence of

Ist witness :	IInd Witness :
Address :	Address :
Occupation :	Occupation :

NOTE :

Before paying stamp duty on this document the applicants are advised to contact the respective State Government Administration for ascertaining the value of Non - judicial stamp paper to be used and whether exemption from payment to stamp duty is available.

* To be filled in by Mortgagor.

LETTER EVIDENCING DEPOSIT OF TITLE DEEDS OF PROPERTY

(Under rule 8.1)

To,

Date :

National Handicapped Finance and
Development Corporation,
Red Cross Bhawan, Sector- 12,
Faridabad.

Sub.: Deposit Title Deeds/Documents of Property

Dear Sir,

Pursuant to National Handicapped Finance and Development Corporation, (NHFDC) having sanctioned House Building Advance of Rs. 21,54,758/- (Rupees Twenty One Lakh Fifty Four Thousand Seven Hundred and Fifty Eight only) to me / us ** vide its office order No. NHF/2/HBA/Raj Singh/2019/2713 dated 08.07.2019 under NHFDC House Building Advance Rules and my / our** agreement dated 15.07.2019 with the corporation whereby I / We ** have undertaken to repay the amount of advance with interest, costs, charges and expenses and have agreed to secure NHFDC by way of an equitable mortgage by deposit of title deeds of my / our** property at Faridabad (Plot No. 48, Sector-86) and my accretion thereto.

2. This is to record and confirm that with a view to secure the due repayment of the aforesaid House Building Advance of Rs. 21,54,758/- together with interest and other charges thereon payable by me/us** to the corporation, I/We** have today deposited with NHFDC in its office at New Delhi *, the original title deeds (1905, 4138, 4164) and documents relating to my / our ** Property situated at Faridabad (Plot No. 48, Sector-86) as more specifically described in the schedule of property appended hereto, with intent to create a security thereon by means of mortgage by deposit of title deeds/property of the said property together with building erected and / or to be erected thereon, in terms of the myself / ourselves.

Your's Faithfully,

Full Signature of Employee _____

Name _____ S/W_ of _____

Address : _____

Designation : _____

Department : _____

Place of posting in NHFDC _____

: 2 :

** Full signature of Spouse _____

**Name _____

**S/W_ of _____

**Address : _____

**Designation _ (if any) : _____

**Department : (if any) : _____

**Place of posting (if any) : _____

* It may be any other town, such as Calcutta, Chennai, Mumbai or any other Town, as notified by the State Government concerned under sec. 58 of the TP Act. 1882.

** Applicable if the property is held jointly by the employee and his / her Spouse.

SCHEDULE OF PROPERTY

1. All That piece or parcel of land / flat / block tenement No. House No. 48 (34-7 of Kila No. 8) constructed / to be constructed, admeasuring about 110 Sq. Yds. situated at Shri Ram Enclave, Sector -86, Faridabad and Haryana registered at Sl. No. 4164 on 29/06/2018 in block No. 1 (One) Vol. 5 (Five) on pages 41 to with Office of the sub-registrar of Assurances in the district of Faridabad and sub- district Faridabad the aforesaid plot/ flat / block / tenement No. House No. 48 (34-7 of Kila No. 8), Shri Ram Enclave, Sector -86, Faridabad (Haryana) is bounded as follows :

On or towards East by : 20 foot Road
On or towards West by : Plot of 110 yds.
On or towards North by : Plot of 110 yds.
On or towards South by : Plot of 110 yds.

2. Description of deeds and documents deposited:

1. ओरिजनल मुख्तार नामा आम न० बीएन 897908 (कुल पृष्ठ - 7) दिनांक 23.8.2017
प्रथम पक्ष श्री अनिल कुमार पुत्र श्री बिजेन्द्र सिंह निवासी 4, गरुपुरी, गाजियाबाद एवं द्वितीय पक्ष श्रीमति अंजीता पत्नी श्री राज सिंह निवासी फार्म हाउस, 16, जोनापुर, नई दिल्ली।
2. ओरिजनल बयनामा स्टेम्प पेपर राशि रू० 66000/- सर्टिफिकेट न० ई0272018एफ 36 दिनांक 27.06.18 (कुल पृष्ठ संख्या-4)
प्रथम पक्ष श्रीमति अंजीता पत्नी श्री राज सिंह निवासी फार्म हाउस, 16, जोनापुर, नई दिल्ली एवं द्वितीय पक्ष श्रीमति आशा देवी पुत्री श्री रामनिवास निवासी फार्म हाउस, 16, जोनापुर, नई दिल्ली।
3. ओरिजनल पारिवारिक अचल सम्पति अनतरण विलेख - प्रलेख न. 4164 दिनांक 29.6.2018 (कुल पृष्ठ संख्या-2)
प्रथम पक्ष श्रीमति आशा देवी पुत्री श्री रामनिवास निवासी फार्म हाउस, 16, जोनापुर, नई दिल्ली एवं द्वितीय पक्ष श्री राज सिंह पुत्र श्री रामनिवास निवासी फार्म हाउस, 16, जोनापुर, नई दिल्ली।
4. ओरिजनल रजिस्टर इंतकाल (कुल पृष्ठ संख्या - 2) दिनांक 6.9.2018

Full Signature of Employee _____

Name _____

S/W of _____

Address : _____

Designation : _____

Department / Project : _____

Place of posting in NHFDC _____

: 2 :

** Full signature of Spouse _____

**Name _____

**S/W of _____

**Address : _____

**Designation : (if any) _____

**Department/Project : (if any) _____

**Place of posting (if any) _____

** Applicable if the property is jointly held by the employee and his / her Spouse.

(To be executed on Non-Judicial Stamp Paper of requisite value)

**AFFIDAVIT
(Under Rule 8.1)**

Affidavit of Shri / Smt. _____ S/D/W of Shri/Smt.
_____ aged _____ years, resident of
_____ and (Shri / Smt.
_____ Husband / Wife of Smt. / Shri
_____)
do here by solemnly affirm and state as under :

- 1) That I am (Shri/Smt. _____ is) at present working as _____ in _____ of NHFDC having its registered office at Red Cross Bhawan, Sector – 12, Faridabad – 121 007, Haryana (hereinafter called NHFDC).
- 2) That NHFDC has sanctioned me (to Shri/Smt. _____) House Building Advance of Rs. _____ on the terms and conditions contained in its office order No. _____ dated _____ was accordingly an agreement dated _____ was executed by me (and my wife/husband) * with NHFDC.
- 3) That with the intent to secure due repayment of the said House Building Advance together with interest and other charges thereon, I _____ (and my wife/husband Smt./Shri _____ jointly as borrower) * have deposited on _____ with NHFDC the original title deed of my/our * property situated at _____ more fully described in the schedule attached hereto in pursuance of the aforesaid agreement dated _____.
- 4) That I am (we, the Borrowers, are)* fully competent to deal with an dispose off, create, charge/mortgage the said property in the manner I/We * like.
- 5) That the title deeds deposited by me/us * are complete in all respects and are the only documents of title in my/ours * Possession, Power and Control, and that I/we * do not have any other documents of title relating to the said property.
- 6) I/ We * confirm and declare that save and except the aforesaid Equitable Mortgage in favour of NHFDC my/our* aforesaid property is free from all encumbrance, claims and demands. I am (my wife/husband and myself are jointly)* the full and absolute owner thereof and no other person has any right, title, interest, claim or demand whatsoever, in respect thereof.

7) I/We * further confirm and declare that my/our* aforesaid property is not affected by or subject matter of any litigation, attachment, process of court, lispendens or otherwise and there is no impediment in my/our* creating the aforesaid Equitable Mortgage in favour of NHFDC.

8) I/WE * further confirm and declare that I /We* shall not create any charge, encumbrance or lien the aforesaid property in favour of any other person till such time the entire amount in respect of the aforesaid advance has been repaid together with interest and other charge by me/us* to NHFDC.

9) I/WE * further confirm and declare that the creation of Equitable Mortagage deposit of the deeds of the property with inten to create security of the said property shall include any further addition/accretions thereto and I/We * shall not obtain any loan or advance from any other source by creating further charge/lien on the property or any addition/accretion.

1.

2.

DEPONENT (S) *

VERIFICATION :

I/We * the above named deponent(s) do hereby verify that the facts stated in the paras 1 to 9 above are true to my/our * knowledge and no part of it is false and nothing material has been concealed therefrom.

Signed and verified at _____ this
_____ day of 200_____.

1.

2.

DEPONENT (S) *

NOTE : Applicable if the property is jointly held by the employee and his /her spouse.

SCHEDULE OF PROPERTY

1. All That piece or parcel of land / flat / block tenement No. _____ constructed / to be constructed, admeasuring about _____ Sq. mts. situated at _____ and _____ registered at Sl. No. _____ on _____ in block No. _____ Vol. _____ on pages _____ to with _____ the sub-registrar of Assurances in the district of _____ and sub- district _____ the aforesaid plot/ flat / block / tenement No. _____ is bounded as follows :

On or towards East by _____

On or towards West by _____

On or towards North by _____

On or towards South by _____

Full Signature of Employee _____

Name _____

S/W_ of _____

Address : _____

Designation : _____

Department / Project : _____

Place of posting in NHFDC _____

** Full signature of Spouse _____

**Name _____

**S/W of _____

**Address : _____

**Designation : _____

**Department/Project : _____

**Place of posting _____

** Applicable if the property is jointly held by the employee and his / her Spouse.

(On Non-Judicial Stamp Paper of appropriate value as per applicable law)

(POWER OF ATTORNEY)
(Under Rule 8.1)

AND ALL MEN BY THIS POWR OF ATTORNYE THAT I/WE* Sh./Smt. _____
_____ son/daughter/wife of resident of _____ capacity of
_____ with NHFDC, a company incorporated under the Companies Act, 1956 and having its
registered office at Red Cross Bhawan, Sector-12, Faridabad – 121 007 (Haryana) _____
resident of _____

_____ wife/husband of _____
(hereinafter jointly referred as "BORROWERS") having executed an Agreement dated _____ - for obtaining House
Building Advance of Rs. _____ from NHFDC No. _____ situated at _____ and both* having
agreed to execute an irrevocable Power of Attorney in favour of NHFDC empowering it execute an English Mortgage Deed and
get the name registered, I/we* do hereby irrevocably appoint Manager (P&A) of NHFDC to be my/our* lawful attorney to act in
my/our* name and on my/our* behalf for the purpose hereinafter mentioned:

- (i) To execute the mortgage deed in the form known as English Mortgage of the whole of my/our*
aforesaid property including towards repayment of the sum of Rs. _____ borrowed
by me/us* from NHFDC along with interest accrued, costs and charges thereon in accordance
with the agreement dated _____ executed by me/us* in favour of NHFDC and present it
for registration before Registration Authority and get it registered under the Registration Act
1908.
- (ii) And to do all such other acts or things as my/our* said attorney shall deem fit for the purpose of
securing the repayment of House Building Advance together with interest accrued costs and
charge.

AND I/WE* HEREBY AGREE to ratify and confirm all the whatever my/our* said Attorney shall do under and by virtue of these
present.

IN WITNESS HEREOF I/WE* _____ (and _____
_____) * have hereunto set my/our* hands(s) this day _____ of _____
_____ two thousand and _____ in the presence of witnesses.

Signed by the Borrower(s) in SIGNATURE OF THE BORROWER(S) * the presence of

Smt./Shri _____

WITNESSES :

1. Address :
Occupation :

2. Address :
Occupation :

Smt./Shri _____

1. Address :
Occupation :

2. Address :
Occupation :

NOTE:

- 1) To be typed on stamp paper of requisite value and signed on each paper.
- 2) This is to be registered, by the Borrower (s) with Registrar of Assurances concerned.
- 3)* Applicable if the property is jointly held by the employee and his/her spouse.

SURETY BOND
(Under Rule 8.1)
(On Non-Judicial Stamp Paper)

KNOWN AND ALL MEN BY THESE PRESENTS THAT Shri/Smt. _____ son/daughter of Shri/Smt. _____ resident of _____ confirmed _____ at present employed as a _____ in the National Handicapped Finance and Development Corporation (hereinafter called "the Surety") am held and finally bound not the NHFDC, a Corporation incorporated under the Companies Act, 1956 and having its registered office at Red Cross Bhawan, Sector-12, Faridabad - 121 007 (Haryana) (hereinafter called "the Corporation" which expression shall unless excluded by or repugnant to the subject or context include its successors-in-office and assigns in the sum of Rs. _____ (Rupees _____ only) to be paid to the Corporation 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 I set my hand this _____ day of _____ two thousand and _____.

WHEREAS _____ son/daughter of Shri/Smt. _____ resident of _____ in the district of _____ at present employed as a confirmed in the NHFDC (hereinafter called the "BORROWER") (but is due to retire on _____) applied to the Corporation for an advance of Rs. _____) for the purpose of purchasing land and/or constructing a new house or enlarging living accommodation in an existing house/purchasing ready built house.

AND WHEREAS the corporation sanctioned the payment of Rs. _____ (Rupees _____ only) under the Rules framed by the corporation to regular the grant of advance to corporation employees vide sanction letter no _____ dated _____ (herein after referred to as the "said Rules")

AND WHEREAS the Borrower has undertaken to repay the said amount in _____ monthly instalments. AND WHEREAS the Borrower has further under taken to mortgage the house built/purchased with the help of the said amount and to observe the provisions of the said Rules, AND WHEREAS in consideration of the Corporation having agreed to grant the aforesaid advance to Borrower the Surety has agreed to execute the above bond with such conditions as hereunder is writer.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said or any other office/Corporation duly and regularly pay or cause to be paid to the Corporation amount of the aforesaid advance owing to the Corporation by installments until said sum of Rs. _____ (Rupees) _____ only) shall be duly paid or mortgages to the Corporation 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 NERVERTHLESS that if the Borrower shall die or become involvement

or at any time ceases to be principal sum of Rs. _____ (Rupees _____ only) together with interest thereon as shall then remain unpaid shall immediately become due and payable to the company and recoverable from the Surety in lump sum by virtue of this bond. It shall not be necessary for the Corporation to proceed against the Borrower before proceeding against the Surety to recover the amount due under 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 Corporation to the said Borrower.

Signed and delivered by the said _____ on the day, month and year written above.

In the presence of :

1st Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Signed by Sh. _____ for and on behalf of NHFDC.

In the presence of :

1st Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

The stamp duly payable in respect of these presents shall be borne and paid by the Surety.

CERTIFICATE

(Under Rule 8.2)

Certified that the construction has reached plinth/window sill/roof level and the amount of advance already drawn has been entirely spent. Further certified that construction has been/is being carried out strictly in accordance with the plan and estimates furnished.

Signature of the Applicant

Place :

Date :

* Strike out which ever is not applicable

(On Non-Judicial Stamp Paper)

(PERSONAL BOND)
(Under Rule 8.5)

KNOWN ALL MEN BY PRESENTS THAT

I, son of _____ (hereinafter referred to as the "Bounden") am held and firmly bound unto the NHFDC (A Govt. of India Undertaking) a company incorporated under Companies Act., 1956 having its registered office at Red Cross Bhawan, Sector-12, Faridabad – 121 007 (Haryana) (hereinafter referred to as "Corporation") in the sum of Rs. _____ to be paid to the Corporation for which payment well and truly to be made I bind myself, my heirs, executors, administrators and legal representatives by these presents.

SIGNED the _____ Day of _____ 200 _____ WHEREAS THE BOUNDEN has applied to the Corporation for an advance of Rs. _____ (hereinafter referred to as "the said advance") for the purpose of purchase/construction of a residential flat in the building know as and situated at _____ and more particularly described in the Schedule hereunder written *. And which building is to be transferred shortly to the _____ Society Ltd., a cooperative society having its registered office at _____ (hereinafter referred to as the 'Society') which has been duly sanctioned by the Corporation on the terms and conditions inter-alia that the Bounden do execute in favour of the Corporation a bond in the manner hereinafter contained.

NOW THIS BOND IS CONDITIONED TO BE VOID

- a) If the Bounden duly repays to the Corporation the said advance of Rs. _____ (Rupees _____ only) (insert full amount sanctioned) in _____ instalments from his pay commencing from the month of _____ or from the month following that in which the possession of flat is taken over, whichever is earlier, and he shall after paying the full amount of advance also pay interest thereon _____ monthly instalments in the manner and on the terms specified in the said rules and the Bounden hereby authorises the company to make deductions from his monthly pay, leave salary and subsistence allowance of the amount of such instalments. It will however be open to the Bounden to repay the amount in a shorter period.

OR

- b) (i) NOW THIS BOUND IS CONDITIONED TO BE VOID if the bounden duly repays to the company the advance of Rs. _____ hereinafter referred to as the principal amount and interest thereon calculated in accordance with the said rules of the Company in _____ monthly instalments from the month of

_____ nineteen hundred and _____ or the date of taking over possession of the ready built flat whichever is earlier, in such a way that the principal amount and /or interest outstanding at the time of his/her retirement will be less than or equivalent to the amount of anticipated gratuity of Rs. _____ payable to him/her under NHFDC Gratuity Trust Deed and the Bounden hereby authorises the company to make deductions from his/her monthly salary and subsistence allowance bills of such instalments and to adjust the outstanding balance of principal and /or interest at the time of retirement against the aforesaid anticipated amount of gratuity for which the Bounden hereby convenants with the company to give necessary acquittance to the Trustee of NHFDC Gratuity Trust in such form and at such time as may be required.

Note : Clause (a) (i) will be applicable where the employee seeks gratuity adjustment against HBA and clause (a) will be applicable in all other cases.

Within one month from the date of these presents utilise the amount of such instalment the said advance in the purchase/construction of residential flat in the Building known as and situated at _____ and more particularly described in the schedule hereunder written.

On transfer being executed in favour of the Bounden of the house/flat or plot, he would mortgage it to the Company as security for the advance obtained from the company.

Does not transfer, assign, underlet the said flat or any interest therein or part with possession thereof/or transfer or otherwise alienate the said shares/debentures/without the previous consent in writing of the company.

So long as the said advance and interest or any part thereof is outstanding and if so required by the company hand over the shares/debentures of the society of the company alongwith properly signed blank transfer forms as further security for the said advance.

Executes or furnishes such agreement (s) deed (s) and other document (s) with the company as may be required by the company from time to time.

IT IS HEREBY AGREED by the Bounden as under :

- 1) The said advance/or the balance thereof for the time being due by the Bounden to the company and all other moneys due under these presents shall become immediately payable in each and every of the following events :
 - a) If the Bounden fails to pay any instalment of repayment of principal on its due date as and when it may become due and payable.
 - b) If the Bounden makes default in payment of any instalment of interest on its due date as herein above.

- c) If any distress or execution shall be levied upon any property of the Bounden or a receiver thereof be appointed.
 - d) If the Bounden commits a breach of any one of the said covenants or provisions and on his part to be observed and performed or the House Building Advance Rules of the company as in force from time to time or commits any breach of the agreement (s) deed (s) or other instrument (s) entered into between the Company and the Bounden.
 - e) If the Bounden dies or retires from or ceases to be in the service of the company.
 - f) If the Bounden presents a petition for being adjudged insolvent or is adjudicated insolvent.
- 2) The company shall have the absolute right and full liberty to deduct every month from the Bounden's salary the amount of monthly instalment and appropriate the same towards the said monthly instalments in repayment of principal and interest and for purpose aforesaid the Bounden here by irrevocably authorise the Company to make such deductions without the necessity of any further consent or concurrence of the Bounden.
- 3) In the event of the retirement or death before retirement of the Bounden, company will be entitled to recover the entire unpaid balance of the said advance remaining unpaid at the time of such retirement or death and all unpaid interest thereon from any amount due to him.
- 4) Whenever any instalment of the principal or interest or any other sum due and payable by the Bounden under these presents shall be in arrears, company shall be entitled to recover the same as an area of land revenue PROVIDED ALWAYS THAT this clause shall not affect any other rights, power and remedies of the Company. IN WITNESS WHEREOF THE bounden above mentioned has hereto set his hand the day and year first herein above written.

THE SCHEDULE ABOVE REFERRED TO

SIGNED AND DELIVERED BY THE SAID BOUNDEN _____ In the presence
of :

Ist Witness :

Name :

Address :

Occupation :

: 4 :

2nd Witness :

Name :

Address :

Occupation :

Signed by Shri _____

(For and on behalf of NHFDC)

In the presence of :

Ist Witness :

Name :

Address :

Occupation :

2nd Witness :

Name :

Address :

Occupation :

(Applicable only to the flats purchased in a building owned by Cooperative Housing Society)

(On Non-Judicial Stamp Paper)

**SURETY BOND
(Under Rule 8.1)**

We (1) _____ of _____ (2)
Shri/ Smt. _____ (hereinafter referred to as "The
Bounden") and do hereby guarantee that the Bounden shall do and Performa all that he has undertaken to do and perform under the
Bond dated the _____ day of _____ executed by him in favour of he NHFDC (A Govt. of India Undertaking) a
company incorporated under the Companies Act, 1956 and having its registered office at Red Cross Bhawan, Sector-12, Faridabad
- 121 007 (Haryana) (hereinafter referred to as a "Company" and to hereby bind ourselves or u respective heirs, executors, and
administrators to pay to the Company a sum of Rs. _____ (in words Rupees _____)
being the amount due and payable by the Bounden under the said bond or such sum as the Company shall deem to be sufficient to
cover any loss or damage Bounden, and we do hereby further agree that the company may without prejudice of any other rights
and remedies recover from us the said sum as arrears of land revenue and we do hereby further other indulgence granted to the
Bounden or any variation of their terms of the said Bond or any time to the given to the Bounden or any other conditions or
circumstances under which in law a surety would be discharged will not discharge us from our liability to paid the said sum and
for the purpose of enforcement of this Bond or liability under this Bond will be as principal debtors and joint and several with that
of the Bounden.

Date this _____ day of 200 _____

Signed by the Sureties above named :

Surety No. 1	:	Surety No. 1
Designation	:	Designation
In the presence of	:	In the presence of
1 st Witness	:	1 st Witness
Name	:	Name
Address	:	Address
Occupation	:	Occupation

Signed by Sh. _____ for and on behalf of NHFDC.

: 2 :

In the presence of :

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

(The stamp duly payable in respect of these presents shall be borne and paid by the Surety.)

UNDERTAKING

(Under Sub- rule 8.5.5)

Whereas, I _____ S/o/W/o/D/o
_____ resident of _____
_____ confirmed employee of
NHFDC have applied for grant of HBA, which request has since been accepted by NHFDC, and a sum of
Rs. _____ has been sanctioned vide Sanctioned vide Sanction Order No.
_____ dated _____ consequent upon the aforesaid Sanction. I have
further requested NHFDC, vide letter dated _____ to release the sanctioned amount pending
obtainment of Mortgage Permission from the lessor, subject to furnishing of an additional undertaking by
the undersigned to this effect that the said permission will be submitted at the time of mortgaging the
property in favour of NHFDC being these presents. I do hereby undertake as under :

- (i) That I shall ensure that all necessary legal formalities pertaining to mortgage of my flat/house,
allotted to me by _____ Cooperative Group. Housing Society Ltd.
including production of Mortgage permission from the said Cooperative Group Housing Society will
be completed within one month of obtaining its possession from the said Cooperative Group Housing
Society.
- (ii) That in the event of my not being able to produce the Mortgage permission for the said flat/house in
favour of NHFDC from the Society concerned, as mentioned in para (i) above or fail to mortgage the
said property in favour of NHFDC, for whatsoever reason, I propose to repay to NHFDC, on demand,
the entire amount of Housing Building Advance, together with interest accrued thereon in lump-sum
amount forthwith.

In Witness where of I _____ sign and execute these presents at _____ on
_____ day of _____ 200 _____.

(Revenue stamp)

WITNESS

- 1. _____ Signature _____
_____ Name _____
_____ Designation _____
- 2. _____ Department _____

**FORM OF LETTER FOR INTIMATING TO
THE LIFE INSURANCE CORPORATION OF INDIA ABOUT COMPANY 'S
INTEREST IN INSURANCE POLICIES OF HOUSES CONSTRUCTED/PURCHASED
WITH HOUSE BUILDING ADVANCE ADMISSIBLE UNDER THE RULES**

(Under Rule 10.2)

From :

To :

(Through General Manager)

Dear Sir,

I am to inform you that the NHFDC is interested in House Insurance Policy No. _____ secured in your Life Insurance Corporation and to request that you will kindly insert a clause to the following effect in the Policy :

Form of clauses to be inserted in the insurance Policy :

1. It is hereby declared and agreed that Shri _____ (the owner of building) bearing Municipal No. _____ (hereinafter referred to as "The insured" in the schedule to this policy) has mortgaged the house to NHFDC (hereinafter called "The Company") as security for an advance for the construction of the house and it is further declared and agreed that the Company is interested in any moneys which but for their endorsement is payable to the said Sh. _____ (the insured under this policy) in respect of loss or damage to the said house (which loss or damage is not made good by repairs, reinstatement or replacement) and such moneys shall be paid to the Company as long as it is the MORTGAGEE of the house and its receipt shall be full and final discharge to the corporation in respect of such loss or damage.
2. Save as by this endorsement expressly agree, nothing herein shall modify or affect the rights or liabilities of the insured or the Life Insurance Corporation respectively, under or in connection with this policy or any terms, provision or condition or conditions thereof.

Yours faithfully,

()

....2

:2:

Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed wherever any claim is paid under the policy and also if the premium is not paid periodically for renewal of the policy.

Place :

Date :

Designation _____

FORM OF RECONVEYANCE FOR HOUSE BUILDING
(Under Rule 13.0)

On the RECONVEYANCE MAP the _____ day _____ two thousand and _____ between NHFDC, a company incorporated under the Indian Companies Act, 1956 and having its registered office at Red Cross Bhawan, Sector-12, Faridabad – 121 007, Haryana (hereinafter called the MORTGAGEE which expression shall unless excluded by or repugnant to the subject or context include its administrators/successors-in-office and assigns) of the one part and _____ son/daughter of _____ expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of mortgage dated the _____ day _____ of _____ two thousand and _____ and made BETWEEN the MORTGAGOR of the one part and the Mortgagee of the other part and registered at _____ in Book volume _____ pages _____ as No. _____ (hereinafter called the PRINCIPAL INDENTURE). The MORTGAGOR by the said principal indenture mortgaged the property at _____ and more particularly described in advance of Rs. _____ made by the MORTGAGEE to the MORTGAGOR.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the MORTGAGEE has accordingly at the request of MORTGAGOR agreed to execute reconveyance of the Mortgaged premises as is hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the MORTGAGEE both hereby grant, assign and reconvey unto the MORTGAGOR. ALL THAT THE place of land situated at _____ and comprise in the said Principal indenture and more particularly described in the Schedule hereunder written with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right title, interest, property claim and demand whatsoever of the MORTGAGEE into out of or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herebefore expresses to be hereby granted, assigned and reconvened unto and to the use of the MORTGAGOR forever freed and discharged from all moneys intended to be secured by the said PRINCIPAL INDENTURE and from deduction suits, accounts, claim and demand for, or in respect of the said moneys or any part thereof, for or in respect of a PRINCIPAL INDENTURE OR of anything relating to the premises AND THE MORTGAGEE hereby covenant with the MORTGAGOR that the MORTGAGEE has not done knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are/is or can be impeached, encumbered or effected in title estate or otherwise howsoever. IN WITNESS whereof the MORTGAGEE has caused _____ on his behalf to set his hand the day, month and year first above written.

: 2 :

SCHEDULE ABOVE REFERRED TO

Signed by _____ for and on behalf of the MORTGAGEE
_____ in the presence of

(Signature)
for and on behalf of
NHFDC

Ist Witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Note: The abstract is to be typed on a separate sheet (indicating the actual detailed items of works, rates etc. proposed to be adopted) and attached to the application at the appropriate stage.

Item No.	Sub-heads and items of work	Quantity or No.	Rate	Per	Amount	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)
I.	EARTH WORK (Earth work excavation for foundations and disposing of the surplus earth etc.)	--	--	1000 sq.m	--	--
II.	CONCRETE WORK (Foundation concrete with cement or lime using stone or brick ballast Either below floors or for Footings)	--	--	100 sq. m.	--	--
III.	DAMP PROOF COURSE (Concrete on rich cement mortar or bituministic compounds).	--	--	--	--	--
IV.	ROOFING WORK (R.C.C. asbestos or any other type of suitable roof.)					
V.	REINFORCED CEMENT CONCRETE					
VI.	MASONRY (Brick, stone, concrete roofs etc.)					

(1)	(2)	(3)	(4)	(5)	(6)	(7)
VII.	WOOD WORK (For doors and windows wooden scantling for roofs) etc.					
VIII.	STEEL WORK (For reinforcements, holdfast, window bars etc.)					
IX.	FLOORING (Concrete, stone or marble chips etc.)					
X.	FINISHING (Plastering, painting color or white-washing painting etc.)					
XI.	MISCELLANEOUS (Like rain water pipes, shelves, jali's, chulhas, pegs, hooks for fans etc.)					
XII.	SANITARY INSTALATIONS (Closets, connection, pipes, manholes, drains etc.)					
XIII.	WATER SUPPLY (Taps, Water meters, water tanks, G.I. Pipes etc.)					
XIV.	ELECTRICITY (Electricity points, meters, connections, lines etc.)					
	TOTAL COST					

PLACE:
DATE:

Signature:
Name:

Designation:
Department:

- i) Annexure-B of the Rules be substituted by new Annexure-B to read as set out in Annexure- enclose with this minutes.

DISBURSEMENT OF ADVANCE (UNDER RULE 8.1)

S.No.	Purpose	1st Stage	2nd Stage	3rd Stage
1.	Purchase of land plus construction of single storey house	40% of the advance amount sanctioned for land purchase on executing the Agreement to Mortgage & Surety Bond to be produced before hand. Sale Deed to be produced within two months.	50% of the balance advance (after deducting advance for purchase of plot, if any) payable on mortgaging the land and the house to be built thereon in favour of the Company and submission of Building Plan duly approved by the local authorities.	Balance of the advance amount payable on construction reaching the Plinth Level and production of certificate to that effect by the applicant.

S.No.	Purpose	1st Stage	2nd Stage	3rd Stage
2.	Purchase of land plus construction of double storey house.	30% of advance amount sanctioned for the land purchase on executing the Agreement to Mortgage & Surety Bond to be produced before hand. Sale Deed to be produced within two months.	50% of the balance advance (after deducting advance for purchase of plot, if any) payable on mortgaging the land and the house to be built thereon in favour of the Company and submission of Building Plan duly approved by the local authorities.	Balance of the advance amount payable on construction reaching the Roof Level and production of certificate to that effect by the applicant.

Annexure-I

DISBURSEMENT OF ADVANCE (UNDER RULE 8.1)

S.No.	Purpose	1 st Stage	2 nd Stage	3 rd Stage
1.	Purchase of land plus construction of single storey house	40% of the advance amount sanctioned for land purchase on executing the Agreement to Mortgage & Surety Bond to be produced before hand. Sale Deed to be produced within two months.	50% of the balance advance (after deducting advance for purchase of plot, if any) payable on mortgaging the land and the house to be built thereon in favour of the Company and submission of Building Plan duly approved by the local authorities.	Balance of the advance amount payable on construction reaching the Plinth Level and production of certificate to that effect by the applicant.
S.No.	Purpose	1 st Stage	2 nd Stage	3 rd Stage
2.	Purchase of land plus construction of double storey house.	30% of advance amount sanctioned for the land purchase on executing the Agreement to Mortgage & Surety Bond to be produced before hand. Sale Deed to be produced within two months.	50% of the balance advance (after deducting advance for purchase of plot, if any) payable on mortgaging the land and the house to be built thereon in favour of the Company and submission of Building Plan duly approved by the local authorities.	Balance of the advance amount payable on construction reaching the Roof Level and production of certificate to that effect by the applicant.

