

(5) (6)

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

APPLICATION FORM
(TO BE FILLED BY THE APPLICANT)

GENERAL

1. Name (in block letters) -
in Ministry/Office -
2. Post held
(i) Permanent -
in Ministry/Office -

(ii) Temporary/Office -
in Ministry/Office -
3. (iii) Length of service on the date of application -
Present pay as defined in Rule 4(b) and scale of pay - **Rs**
()
4. Whether governed by Pension Rules -
5. Date of superannuation -

PARTICULARS RELATING TO ADVANCE

6. If advance is needed for **purchase of a plot** for construction of a new house, please give the following information:-

A. Plot

Location with address	Rural/Urban	Is it clearly demarcated & developed	Approximate area (in sq meters)	(a) Cost (b) Amount actually paid	If not purchased when proposed to be acquired	Unexpired portion of lease if not freehold

B. Construction

FLOOR-WISE AREA TO BE CONSTRUCTED (IN Sq mtrs)	Estimated Cost	Amount of advance required (for land/construction/both)	No of installments for repayment

MISCELLANEOUS

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

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

10. Have you enclosed (a) the relevant construction plan approved by the Municipal authority concerned; and (b) detailed construction estimates based on Central/State PWD Schedule, prevailing in the area corrected as per relevant cost of index duly signed by a qualified Engineer.

DECLARATION

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to be best of my knowledge and belief.

2. I have read the rules regulating the grant of advances to Central government servants for purchase of land and purchase/construction of building etc., and agree to abide by the terms and conditions stipulated therein.

3. I certify that: -

- (i) my wife/husband is not a Central Government servant/my wife/husband who is a Central Government, has not applied for and/or obtained an advance under these rules;
- (ii) neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any government source (e.g. Ministry of Rehabilitation or under any central or State Housing Scheme);
- (iii) the construction of the house for which the advance has been applied for, has not yet been commenced.

Station: ^{Gurukul}~~New Delhi~~

Dated: _____

(Name & Signature of Applicant)
Rank & Office Address

Tele: _____

The following documents are required to be furnished alongwith HBA application form:

1. (i) **For Purchase of land and construction of House from Co-operative House Building Societies.:**

- I. A letter from the Registrar of Co-operative Societies indicating whether the Society is registered with him.
- II. An attested copy of the Society's title deed in respect of the land.
- III. An affidavit from the society that the land is free from the encumbrances.
- IV. A certificate from the society's lawyer that the properties are free from encumbrances.
- V. An attested copy of the sale indicating-
 - a. The cost of land
 - b. Terms of allotment
 - c. Terms of payment etc.
- VI. A copy of the site plan.
- VII. Copy of the draft sale deed to be executed in favour of the applicant.
- VIII. An attested copy of the by-laws of the society.
- IX. A letter from the society stating there is no objection to the land being mortgaged to the president of India.

(ii) **For purchase of land and construction of house from individuals/private agencies:-**

- I. An attested copy of letter from seller of plot indicating the price of the plot
- II. That he is in a position to hand over vacant possession of a clearly demarcated developed plot to the applicant within a period of two months from the date of his letter.
- III. Upto date non-encumbrance certificate.
- IV. A copy of site plan.
- V. Approximate cost of proposed building on the land

2. **ADVANCE FOR CONSTRUCTION OF HOUSE:**

- I. Sale deed.
- II. Upto date Non-encumbrance Certificate issued by Registrar/Sub-Registrar.
- III. Estimate prepared by Regd. Architect.
- IV. Plan prepared by Regd. Architect and approved by competent authority.
- V. Affidavit declaring that no house/flat is owned either by the applicant or his/her wife/husband or minor children(s) individually or jointly in the town/urban agglomeration.
- VI. Current pay slip.
- VII. Land valuation Report.
- VIII. Certificate in the prescribed performa from the government pleader to the effect that the property is free from encumbrances and that the government servant has got a clear marketable title.
- IX. If the land is jointly owned by the official and the official's spouse, a letter from the spouse indicating willingness to mortgage his/her share of the land/property jointly as security for repayment of advance.
- X. NOC for construction
- XI. Khajana Receipt.

3. **ADVANCE FOR PURCHASING OF FLAT FROM REGISTERED GROUP HOUSING SOCIETY:**

- I. Copy of certificate of Registration of Society.
- II. Letter of allotment of land to the Society.
- III. NOC for mortgaging the flat and non-encumbrance.
- IV. Share-cum-membership certificate.
- V. Demand notice.
- VI. Copy of approved building plan.
- VII. Agreement between applicant and the Society.
- VIII. Attested copy of the by-laws of the Society.

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- IX. Affidavit declaring that no house/flat is owned either by the applicant or his/her wife/husband or minor children's individually or jointly in the town/urban agglomeration.
- X. Copy of Lease Deed.
- XI. Receipt of payment made to the society.
- XII. Current pay Slip.

4. ADVANCE FOR PURCHASING A READY BUILD HOUSE/FLAT FROM REGISTERED PRIVATE AGENCY/BUILDER:

- I. Valuation report by registered valuers.
- II. Allotment-cum-demand letter.
- III. Certificate for clear title & non-encumbrance issued by Registrar/subRegistrar.
- IV. Affidavit declaring that no house/flat is owned either by the applicant or his/her wife/husband or minor children(s) individually or jointly in the town/urban agglomeration.
- V. Completion certificate.
- VI. NOC for mortgaging the flat.
- VII. Duly executed agreement to sell.
- VIII. Draft of proposed sale-deed.
- IX. Copy of certificate for registration of Agency/Builder.
- X. Copy of Plan alongwith letter for approval of plan issued by the competent authority.
- XI. Current pay slip.
- XII. Receipt of payment made to the builder.

5. ADVANCE FOR REPAYMENT OF HOME LOANS (MIGRATION OF LOANS):-

- I. Bank certified copy for loan availed and statement of outstanding amount to be paid.
- II. Self declaration for repayment of bank loan against outstanding loan amount.
- III. Other documents as applicable viz. construction/ purchase of new house/ flat.
- IV. Employee has to satisfy the other provisions of HBA rules 2017.

**Form of Agreement to be executed at the time of drawing an advance by Central Government servant for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house, where the title is absolute
[Rules 5(a)(1), 5(a)(3) and 5(a)(5)]**

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AN AGREEMENT MADE THIS _____ day of _____ two thousand and _____ BETWEEN _____, son/ daughter of _____ at present serving as _____ (hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the President of India (hereinafter called 'the Government' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the Borrower desires to ¹purchase land and construct a house thereon/ ¹enlarge living accommodation in his/ her house at _____ ¹purchase a ready-built house at _____ described in the schedule hereto annexed and WHEREAS the borrower has under the provision of the Rules framed by the Government of India to regulate the grant of advances to Central Government servants for building, etc. of houses(hereinafter referred to as the "said rules", which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Government for an advance of Rupees _____ to ¹purchase the said land and construct a house thereon/ ¹enlarge living accommodation in his/ her house/ ¹purchase a ready-built house as aforesaid and the Government has sanctioned an advance of Rupees _____ to the Borrower, *vide* the Ministry/ Office Letter No. _____, dated _____, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

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

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

¹(b) (i) Within two months from the date of receipt of the amount of Rupees _____ (insert the amount of installment to be paid) out of the said sanction advance or within such further time as Government/ Head of the Department may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Government the sale deed in respect thereof failing which the borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

¹(ii) Within three months from the date of the receipt of the aforesaid advance of Rs. _____
(Rupees _____) to expend the
aforesaid amount in the purchase of the said ready-built house and mortgage it to the
Government failing which the Borrower shall refund forthwith to the Government the
entire amount of advance received by him together with interest thereon unless an
extension of time is granted by the Government.

¹(iii) To complete construction/ enlargement of the said house within eighteen months of
_____ strictly in accordance with the plan and specifications to be
approved by the Government and on the basis of which the amount the amount of advance
is to be computed and sanctioned finally or within such extended period as may be laid
down by the Government.

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

(2) If the actual amount paid by the Borrower for ¹the purchase of land and building a house
thereon/ enlarging the house/ ¹the purchase of the ready-built house is less than the amount received under
these presents by the Borrower, to repay the differences to the Government forthwith.

(3) To execute a document mortgaging the said house/ land along with the house to be built
thereon to the Government as security for the amount advanced to the borrower under these presents as
also for the interest payable for the said amount in the form provided by the said rules.

(4) ¹If the land is not purchased and the sale deed thereof not produced for inspection of the
Government within two months of the date of drawal of the part of the advance for that purpose, or within
such further time as the Government/ Head of Department may allow in this behalf/ ¹if the house is not
purchased and mortgaged within three months of the drawal of the advance or within further time as the
Government/ Head of Department may allow in this behalf/ ¹if the borrower fails to complete the
construction/ enlargement of the said house, as herein before agreed, or if the Borrower becomes insolvent
or quits the service of the Government or dies, the entire amount of advance together with interest
accruing thereon shall immediately become due and payable to the Government.

(5) The Government shall be entitled to recover the balance of the said advance with interest
remaining unpaid at the time of his retirement or death preceding retirement from the whole or any
specified part of the gratuity that may be sanctioned to him.

(6) Without prejudice to any other right of the Government in that behalf, if any amount becomes
refundable or payable by the borrower to the Government, the Government will be entitlement to recover
the same as arrears of land revenue.

(7) The stamp-duty payable on these presents shall be borne and paid by the Government.


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SCHEDULE ABOVE REFERRED TO¹

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

Signed by the said Borrower

(Signature of the Borrower)

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Shri _____

in the Ministry/ Office of _____

(For and on behalf of the President of India)

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

1. Strike out if not required.

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FORM No. 6
Surety Bond
[vide Rule 5]

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

WHEREAS _____, son/daughter of
_____, a resident of _____ in the District
of _____ at present employed as a temporary/ permanent _____ in
the _____ (hereinafter called "the Borrower")
(but is due to retire on _____) applied to the Government for an advance of
Rs. _____ for the purpose of ²purchasing land and/ or constructing a new house or enlarging
living accommodation in an existing house/ purchasing a ready-built house.

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

AND WHEREAS the Borrower has undertaken to repay the said amount in _____ monthly
installments. AND WHEREAS the Borrower has further undertaken 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 Government having agreed to grant the aforesaid advance to the
Borrower the Surety has agreed to execute the above bond with such condition as hereunder is written.

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

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

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

Signed and delivered by the said _____

(Signature of the Surety)

Designation: _____

Office to which attached: _____

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Shri _____ in the

Ministry/ Office of _____

(For and on behalf of the President of India)

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

1. Strike out if not required.
2. Strike off whatever is not required.