

**NATIONAL SCHEDULED CASTE & SCHEDULED TRIBES FINANCE AND
DEVELOPMENT CORPORATION, NEW DELHI**

HOUSE BUILDING ADVANCE RULES, 2000

(LAST AMENDED AS ON 23RD APRIL, 2018)

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

1. OBJECTIVE

- 1.1 The objective of National Scheduled Castes & Scheduled Tribes Finance and Development Corporation (NSFDC) House Building Advance (HBA) Rules is to establish uniform policy and rules relating to the grant of House Building Advance to the employee of the Corporation.

2. POLICY

- 2.1 These rules are framed purely as a welfare measure and do not confer any right or benefit on the employees non impost any obligation or liability. Whatever on the Corporation and shall not be deemed to be any contract or condition of service between the corporation and any such employees.
- 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. DEFINITIONS:

In these rules, unless the context otherwise required:

- 3.1 “CORPORATION means the National Scheduled Castes & Scheduled Tribes Finance and Development Corporation including units under its management.
- 3.2 Competent Authority means the authority empowered to function 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 on casual employee
 - (v). An apprentice 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 a re-

employed pensioner provided and to the extent that the same has been taken into consideration for fixation of his basic pay.

4. ELIGIBILITY

- 4.1 Subject to rules 4.4, all employees who, on the date of making application for advance have completed the probation/extended probation period and have become regular employees, shall be eligible for grant of the advance. (Amended vide Office Order No. NSFDC/Pers/HBA/2000 dated 9th April, 2013)
- 4.2 ~~Employee of the corporation who have left the services of Govt./Public Sector Undertaking Statutory Corporation/Quasi Government Bodies in order to join services in the Corporation or who initially joined NSFDC on deputation/lien and subsequently got absorbed in the services of the corporation, will be given the benefits of their earlier. "Continuous service" rendered in the parent organization immediately prior to joining the company for the purpose of computation of the continuous service. (Deleted)~~ (Amended vide Office Order No. NSFDC/Pers/HBA/2000 dated 9th April, 2013)
- 4.3 In cases where both the spouses are Employees of the Corporation (NSFDC) and both are eligible for grant of House Building Advance, the advance will be admissible to both of them jointly/separately. (Amended vide Office Order No. NSFDC/Pers/HBA/2000 (Vol.-II) dated 23rd April, 2018)
- 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 the 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 organization/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 members(s) of his family anywhere in the town/urban agglomeration where the house/flat is proposed to be constructed or acquired with the advance from the company purpose or 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 any member 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 what so ever prior to obtaining advance from NSFDC.

- 4.5 He is to leave the service of the Corporation within 36 months of the grant of advance either on superannuation or otherwise.
- 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 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 advance/subsequent installments during the period of his suspension the same may be allowed in terms of the provision of the extent rules.
- (ii) Where an employee having been sanctioned the advance is subsequently placed under suspension and has not drawn any amount/installment of the advance, earlier sanctioned HBA should not be released till such time his suspension order is revoked and he resumes his duties.

5. 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 construction/building society etc. including a house or flat under self-financing scheme of such organization.
 - 5.1.4. Purchase of a ready built house other than those at sub rule 5.1.3, on proper evolution 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/flats, are willing to execute a mortgage deed for the same in favor for 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 favor, advance may be sanctioned to him towards the registration deposit made by him to the extent the same is in excess of Rs.15000/- and subject to other conditions in these rules.

6. QUANTUM OF HOUSE BUILDING ALLOWANCE

- 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 accommodating 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 if 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 the repaid by the employee to the Financial Institution, whichever is less.

6.2 COST CEILING LIMIT

200 times salary/wages subject to a maximum of Rs. 72 lakh. Where the sanctioning authority is satisfied on the merits of the case, may relax this upto 25% of the cost ceiling indicated above. (Amended vide Office Order No. NSFDC/Pers/HBA/2000 dated 9th April, 2013)

- 6.3 The actual amount of advance to be sanctioned to an employee will be determined by the corporation in the basis of the plans, detailed specifications and estimates 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 :

S.NO.	LENGTH OF REMAINING SERVICES	REPAYING CAPACITY
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
3.	Employees retiring/superannuation within 10 years	66 & 2/3% of wages /salary

- NOTE: i) Repaying capacity = Salary/wages x % repaying capacity x number of installments for repayment principal.
- ii) In case of S1.3 above the retirement gratuity 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 An employee of the Corporation, subject to other conditions of NFDC House Building Advance Rules, may draw 2nd advance in his/her entire service. The second HBA shall be admissible only after lapse of a period of 10 years from the date of sanction of earlier HBA, if any, and the employee has fully repaid the House Building Advance drawn earlier and interest thereon. (Amended vide Office Order No. NSFDC/Pers/HBA/2000 dated 5th October, 2017)

7. 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 accompanied application.
- 7.1.1 In case of construction of a new house of enlargement of the living accommodation in an existing house, a copy each of the building plan and the site plan as well as specifications, detailed estimate and abstract estimate in the prescribed form (Annexure-A-I and A-II). 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 applications 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 form prescribed in the existing, the employee shall submit the following documents:
- Photocopy of the letter issued by the Registrar of the Co-operative Society that the Society is registered with the registrar of concerned state:
 - Photocopy of the share certificate if any, issued by the society of the employee concerned.
 - Letter of allotment cum demand issued by the society.
 - Original and copy of the receipts of payments made by the employee of the society.
 - Proof of allotment or allocation of land to the society by Govt. Or Institutions like DDA etc.
 - Certified copy of up to date bye laws of the society.
- 7.1.5 (i) For sanction of HBA under sub-rule 5.1.7. the employee concerned shall along with the application for grant of HBA produce a certificate from the financial institutions 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 indicating the per day rate of interests on the said loan, so as to enable NSFDC to determine the quantum of HBA to be sanctioned to the employee concerned.

- (ii) The employee 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 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 NSFDC 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 Certificate” against the employee (Borrower). For obtaining the aforesaid “Undertaking” from the Financial Institution for sending the original title deeds and mortgage deeds/security documents directly to NSFDC 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 an 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 along with 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 valuation or authorized valuation of the house.
- (v). 12 years non-encumbrance certificate from the Competent Authority.
- (vi). Certificate from the authorized 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, Personnel Department will take necessary action for processing the application. The personnel Department will scrutinize 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 others documents furnished in compliance with sub-rules 7.1.2, 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 Authorized, if necessary to make sure that the applicant does in fact, possess a attachments to the property in question. After examining all the plans specification 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 applicant 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 of 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 NSFDC 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 in view the recommendation made, will accord sanction to the grant of advance specifying the amount of advance so sanctioned as well as the repayment period subject to the terms and conditions of grant of advance as under rules 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 employee's 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 the Financial Institution was entirely for the purpose of construction/purchase of house/flat.

8. DISBURSEMENT

- 8.1 While according sanction to the grant of advance, the Competent Authority will also authorize disbursement of the first installment 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-1 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 securing 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 form 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 of the property in the form Annexure-D-IV
 - (iv). Affidavit regarding deposit of title deeds and declaration etc. as per Performa Annexure-D-V.
 - (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 in the property.

- (vii). Special power of attorney authorizing NSFDC to execute English Mortgage of the property in favor of NSFDC at its discretion as per Performa 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 purchases of house together with a copy of the building 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 (Annexure-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 the favor of 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 employee. Thereafter the actual equitable mortgage will be created when the borrower acquires the property in question in the manner provided here in.
 - b) The documents of the title at Sl.No. (ii), (v) & (vi) viz. Original Title Deeds, Mutation Certificate as stipulated and Non- encumbrance certificate as stipulated d in rule 8.1 above must be physically deposited by the borrower and handed over to the officer of NSFDC who is duly authorized 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) Documents mentioned at Sl.No. (iii) & (vii) as stipulated in rule 8.1 above shall also be executed by the borrower in favor of NSFDC 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) and (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 two authorized officers of the company, one from the personnel department and the other from the finance department as that neither of the officer can have access to these unilaterally.
 - e) Under no circumstances, the original title deeds should be returned to the borrower employee till the HBA loan together with interest thereon has been fully repaid by the borrower to NSFDC. 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. NSFDC shall issue a “No Due Certificate” and “Discharge of Equitable Mortgage Letter” in favor of the borrower.

- 8.2 While applying for subsequent installments 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 on the construction of the house. Such certificates are to be furnished by the borrowing employees in the prescribed Performa (Annexure-F). The competent authority may, if necessary, arrange to have inspection carried out by an official to be nominated by him to verify the Competent Authority will authorize disbursement of the remaining installments of the advance as per the provision of these rules.
- 8.3 In case of employees covered under the proviso to sub rule 4.4.1 the repayment of outstanding advance along with accrued interest to the parent organization, will be subject to the following conditions:
- 8.3.1 He shall obtain the consent of his parent organization to release the title deeds of the property and reconvey the deeds to the Corporation on receipt of the total outstanding amount direct from the company.
 - 8.3.2 He shall execute an agreement to mortgage the property in favor of the corporation in the prescribed Performa #8.3.3. He shall also furnish surety as prescribed under these rules.
 - 8.3.3 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 mortgage permission or an assurance from the agency concerned that the latter shall grant the mortgage permission after completion of house in favor of the corporation.
 - 8.4.4 In case the agency concerned deducts any 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 installments 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 condition as provided at rule 9.0 of these rules. Besides these, the-employee shall also furnish the following documents:

- a) Attested copy of the title deed of the Society t 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 installment).
- b) No objectives from the society to the effects that the society has no objection to mortgage the house/flat in favor of NSFDC.
- c) Certificate that the land on which the house/flat is to be constructed is free from all encumbrances and
- d) Agreements to mortgage the property to NSFDC.

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 Performa of the sale deed proposed to be executed by the Society in favor of the employee. After being fully authorized 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 installments as per demands raised by the society, from time to time. Further the payments shall be made directly by the company to the society after collecting employee's 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 if difficulties in the part if 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 drawl if the first installments of advance may not be insisted upon. The employees concerned shall have to furnish the said mortgage permission at the time of NSFDC. At the time of drawl of the first installment if 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 organization, as applicable by the Corporation's representative, after completion of necessary formalities.

- 8.7 In case of grant of advance for repayment as in sub-rule 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 NSFDC, the employee concerned shall execute the following security documents on stamp paper of appropriate value:
- Personal bond equivalent to the loan sanctioned and to be advanced.
 - Surety bond from an employee of the company specified under these rules.
 - 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 discharge and the original deed title from the financial institution NSFDC shall promptly notify to the employee concerned to create equitable, of English Mortgage, as the case may be, in favor of NSFDC 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 concerned by the agency/authority from where the immovable property in question has been purchased by the employee, the employee shall create mortgage in favor of NSFDC within 30 days of the receipt of proper convince deed duly registered from the said agency/authority.
- 8.7.3 The employee shall also be required to produce "No Dues Certificate" from the Financial Institution.
- 8.8 ~~The employee shall not encumber, create, lien, alienate or otherwise make any second charge or dispose off the property already mortgaged in favor of the Corporation for loan already taken from the company.~~
- 8.9 Creation of Second Charge: An employee who has acquired house property with the financial assistance in the form of House Building Advance (HBA) sanctioned to him/her by the Corporation and subsequently mortgaged the house property in favour of the NSFDC, shall be allowed to create 'second charge' on his/her property to meet additional cost of property, with prior permission of the Competent Authority. (Amended vide Office Order No. NSFDC/Pers/HBA/2000 dated 23rd August, 2004)

9. SURETY

- 9.1 The applicant shall get executed the surety bond as referred to in rule 8.1 from 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 is not less the two- third 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 The employee applying for House Building Advance has not already stood as a surety for him when he applied for House Building Advance.

9.1.6 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 employment of the Corporation on account of resignation, 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 latter 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. TERMS AND CONDITIONS

10.1 The construction of the house or addition 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 the basis of which the amount of advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior 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 of 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 Personnel and Administration Department 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 interests 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 authorized 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 elsewhere 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 this being called upon to refund to the corporation forthwith the entire advance drawn by him together with accrued interest.

11. 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. employees 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 incentive to the employees for promoting small family norms the rate of interest on HBA to such employees who themselves or their spouses undergo sterilization 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 be applicable to employees, where sterilization 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 sterilization.

11.2.2 Rate of Interest:

Amount of Advance	Rate of Interest (p.a.) (2017-18 onwards) w.e.f. 1.4.2017
Sanctioned advance up to ₹ 0.50 lakh	8.5%
Sanctioned advance up to ₹ 1.50 lakh	
Sanctioned advance up to ₹ 5.50 lakh	
Sanctioned advance up to ₹ 30.00 lakh	

(Amended vide Office Order No. NSFDC/Pers/HBA/2000 (Vol.-II) dated 23rd April, 2018)

- 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. REPAYMENT

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

Provided that where an advance has been sanctioned under sub-rule 5.1.6, the amount of monthly installments shall not be less than the installment amount at which the advance was being repaid by the employee while in service in parent organization/department. Provided further that it will be open to an employee to repay the amount in a shorter period, if he so desires.

- 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 installments 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 ready build house shall commence from the month following the month in which the possession 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 limit keeping in view the merits of a case.
 - 12.3.4 Recovery of advance granted for construction 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 installments 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 installments 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 affected 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 Witten 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 nay specified part of the gratuity that may due to him.
- 12.4.1 For connect the maximum amount of gratuity due to an employee, the total period of service likely to be put in by an employee till his superannuation/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 in 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 of the Court and

take such other action to effect recovery of the outstanding amount as may be permissible under the law.

13. RECONVEYANCE

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

14. PAYMENT OF SUBSIDY

- 14.1 Such employee 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 recognized 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 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 of 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 employee from Government/Recognized Financial Institutions in addition to LIC, HDFC subject to the conditions mentioned here under:
- 14.4 The subsidy for interest shall be limited in 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 subsidy on interest, the sanctioning authority should satisfy him that the loan obtained by the employee from the Financial Institution was entirely for the purpose of construction/for the purpose of construction/purchase if the house/flat.
- 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 of interest or interest subsidy shall be entertained based in 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 loan, followed by various Institutions are not uniform, admissible amount of subsidy has to be ascertained on case to case basis.

15. GENERAL

- 15.1 The Competent Authority shall ensure that the purchase/construction/enlargement of the house is completed within the period prescribed in the rules and that:
- 15.1.1 The prescribed mortgage deed is executed immediately on purchase of the house/land and the document kept in safe custody after registration.
 - 15.1.2 The house is insured in the manner indicated in rule 10.2 immediately in 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 installments 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 if HBA may be granted as advance to the concerned employees; subject, however, to the condition that total amount of entitlement as per rules. The employees concerned will complete all formalities within a period of three months from the date of drawl 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 if the corporation whose decision shall be final and binding. The Chairman and Managing Director are also empowered to make any supplementary rules/orders as envisaged under rule 10.8.
- 15.6 The corporation reserves the right to modify, cancel, add or amend any of these rules.

**NATIONAL SCHEDULED CASTE & SCHEDULED TRIBES FINANCE AND
DEVELOPMENT CORPORATION, NEW DELHI**

APPLICATION FOR GRANT OF HOUSE BUILDING ADVANCE

(Under Rule 7.1)

- (i).
- (a) Name(in block letters)
 - (b) Employee No.
 - (c) Designation
 - (d) Department
 - (e) Scale of Pay
 - (f) Present Salary/Wages
(Basic Pay + personal Pay + Dearness Allowance)
 - (g) Station where posted
 - (h) Place where the house/flat etc. is purposed to be built/purchased/enlarged.

(ii). 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 Superannuation/expiry of contract	Is your wife/husband an employee in NSFDC if so, Give her/his name, employee no, designation department etc.
(1)	(2)	(3)	(4)

- (iii). (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 estimates in enclosed form and plan at the appropriate stage.)

Approx floor area of the house proposed to be constructed (in sq. m)	Cost of Land	Estimated Cost Cost of Building	Total	Amount of advance required
(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.)	Name of the municipal or other local authority (if any) in whose jurisdiction it is located.
(1)	(2)	(3)

(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 months from the date of letter.

(iv). 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.)

No. of rooms in the house (excluding lavatory, bathroom & kitchen)	Total floor area of the rooms (in sq. m)	If an additional storey is proposed to added, is the foundation strong enough?	Particulars of			Amount of advance desired
			No. of rooms	Floor area (in sq. m)	Estimated cost	
(1)	(2)	(3)	(4)	(5)	(6)	(7)

(v). Do you require the advance for purchasing ready built house?

a) If so, and in case you already have a house in view:

(i). Please state: (Note: A plan of the house should accompany the application).

Exact location of the house	Floor area of the house (in sq. m)	Plinth area of the house (in sq. m)	Approx age of the house	Municipal valuation of the house	Name and Address of the owner	Approx. price expected to be paid	Amount of advance required
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(ii). Have you satisfied yourself that the transaction would result in your acquiring an indisputable title to the house?

b). If you do not already have a house in a 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 up to which you will be prepared to buy a house.	The approximate amount of advance required.
(1)	(2)

(vi). Is the land on which the house stands, or is proposed to be constructed, freehold or lease hold? If leasehold, please state

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

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

- (vii). (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 encumbrance.
 (b) Can you produce, if required, original documents (sale or lease deed) in support of your title? If not, state the reason(s) thereof indicating what other documentary proof, if any, you can furnish in support of your claim.
9. Details of surety (s):
 a). Name, employee no. 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 conditions stipulated therein.
2. I certify that:
- i. My wife/husband is not a company employee. My wife/husband who is a 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/I own a house in my name or in the name of my spouse or minor children and the same is located at _____/I or any member of my family have/has not acquired a house on hire purchase basis.
 - iv. That the construction/enlargement of the house for which the advance has been applied for has not yet been commenced.
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 : (Signature of the Employee)

Date :
 Forwarded to the Personnel Manager

Controlling Officer
 (Designation and Department)

1. The application has been scrutinized in terms of the rules and it is certified that
 - a). The applicant fulfill 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 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 Sh. _____ /
 _____ Employee No. _____ Designation _____
 Department _____.

Place : _____ (Signature of the Sanctioning Authority)
 Date : _____

**ABSTRACT OF COST OF ORIGINAL ESTIMATES AND DETAILED
SPECIFICATIONS FOR GRANT OF HOUSE BUILDING ADVANCE TO NSFDC
EMPLOYEES**

(Under Sub-Rule 7.1.1.)

Amount Rs. _____

Name _____

Employee _____

No. _____

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 or 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.)					
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 r marble chips etc.)					
X.	FINISHING (Plastering, pointing, color or white-washing painting etc.)					
XI.	MISCELLANEOUS (Like rain water pipes, shelves, jalls, chulas, pegs, hooks for fans etc.)					
XII.	SANITARY INSTALLATIONS (Closets, connections, pipes, manholes, drain etc.)					
XIII.	WATER SUPPLY (Taps, water, meters, water tanks, G.I pipes etc.)					
XIV.	ELECTRICITY (Electric points, meters connections, lines etc.)					

Place :
Date :

Signature :
Name :
Employee No. :

Designation :
Department :

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.

**DETAILS ESTIMATES FOR HOUSE BUILDING ADVANCE TO COMPANY
EMPLOYEES**

(Under Sub-Rule 7.1.1.)

(Detailed estimate sheet to support quantities given in Annexure-A-I)

Details of work	No.	Measurements Quantity			
		Length	Breadth	Height	
1	2	3	4	5	6
EARTH WORK Earth work in excavation in all soils for foundations and other trenches and depositing the same with un 50 meters lead and up to 15 meters lift. Front wall _____ Rear verandah area retaining wall _____ Outside Wall _____ Common walls between rooms _____ W.C. Front and rear _____ W.C. side _____ Steps in front and rear _____ Total earth work _____ Refilling the excavated earth etc. _____ Continue details for all items as given in sample Annexure A-I					

Place :
Date :

Signature :
Name :
Employee No. :

Designation :
Department :

Annexure-B
Disbursement of Advance

(Under Sub-Rule 8.1)

SL. NO.	PURPOSE	1 ST STAGE	2 ND STAGE	3 RD STAGE	4 TH STAGE	5 TH STAGE
1.	Purchase of land plus construction of single storey house	20% of advance amount sanctioned, for land purchase on executing the agreement to mortgage. Sale deed to be produced within two months.	25% of advance payable on mortgaging the land and the house to be built thereon in favor of the company and sub-mission of building plan duly approved by the local authorities.	25% of advance amount payable on reaching plinth level and production of certificate to that effect by the applicant.	Balance 30% of advance amount payable on reaching the roof level and production of certificate to that effect by the applicant.	
2.	Purchase of land plus construction of double storey house	15% of advance amount sanctioned, for land purchase on executing the agreement to mortgage. Sale deed to be produced within two months.	25% of advance payable on mortgaging the land and the house to be built thereon to the corporation and sub-mission of building plan duly approved by the local authorities.	20% of advance amount payable on reaching plinth level and production of certificate to that effect by the applicant.	15% of advance amount payable on reaching roof level of ground floor & production of certificate to that effect by the applicant.	Balance 30% of advance payable on reaching roof level of first floor & production of certificate to that effect by the applicant.
3.	Construction of single storey house	30% of advance amount sanctioned, on mortgaging the land	40% of advance amount payable on reaching plinth level and	Balance 30% of advance amount payable on reaching the roof		

		and house to be built thereon and sub-mission of building plan duly approved by the local authorities.	production of certificate to that effect by the applicant.	level and production of certificate to that effect by the applicant.		
4.	Construction of double storey house (or enlargement)	25% of advance amount Payable on mortgaging the land and house to be built thereon to the corporation and sub-mission of building plan duly approved by the local authorities.	30% of advance amount reaching plinth level and production of certificate to that effect by the applicant.	15% of advance amount on reaching the roof level of ground floor & production of certificate to that effect by the applicant.	Balance 30% of advance amount on reaching roof level of first floor & production of certificate to that effect by the applicant.	
5.	Enlargement of living accommodation on the ground floor	30% of advance amount On mortgaging the property and sub-mission of building plan duly approved by the local authorities.	40% of advance amount on reaching the plinth level and production of certificate to that effect by the applicant.	Balance 30% of advance amount on reaching the roof level and production of certificates to that effect by the applicant.		
6.	Enlargement of living accommodation on the first floor	20% of advance amount On mortgaging	40% of advance amount on reaching window sill	Balance 40% of advance amount on reaching	Note: if enlargement comprises both 1 st and 2 nd floor,	

		the property and sub-mission of building plan duly approved by the local authorities.	level in first floor and production of certificate to that effect by the applicant.	the roof level and production of certificate to that effect by the applicant.	construction but unconnected with each other Sl. No-5 or 6 shall apply. If they are connected constructions Sl.no-4 will apply.	
7.	Purchase of ready built house/flat (other than under Self Financing Housing Scheme)	The entire admissible advance in one lump-sum on furnishing proof on negotiations and the applicant's executing an agreement to mortgage the property with NSFDC and observance of other prescribed formalities.				
8.	Purchase of ready built house/flat under Self Financing Housing Scheme	The amount of advance sanctioned in suitable installments equivalent to the quantum as per demands raised by the concerned agency from time to time subject to the applicant's executing an agreement to mortgage the property with NSFDC prior to the release of the first installment and observance of other prescribed formalities.				

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

(Under Sub-Rule 8.1& 8.7)

AN AGREEMENT MADE THIS _____ day of _____ two thousand _____ between _____ son/daughter/wife of _____ at present serving as _____ (here in after called the Borrower(s) which expression shall unless excluded by or repugnant to the subject or context include his/her/(their)*** heirs executors, administrators and legal representatives of the one part and National Scheduled Caste & Scheduled Tribes Finance And Development Corporation incorporated under the Indian Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after 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 as 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 here to 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 installments of Rupees _____ as principal and number of _____ installments of Rupees pay commencing from the month of _____ two thousands _____ till _____ and the borrower hereby his/her monthly pay, leave salary, subsistence allowance bills or and other dues payable to him/her by the corporation.

ii) To repay the corporation and 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 installments of rupees _____ as principal and no of _____ installments of Rs. _____ as interest from the pay of the house whichever is earlier, till _____ and the borrower employee hereby authorizes 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 _____ installments of Rupees _____ as principal and number of _____ installments of Rs. _____ as interest from the pay of the borrower employee commencing from the month of tow thousands _____ 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 authorizes 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 form the date of 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 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 grated 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 the approved by the Corporation and on the basis of which the amount of advance is o 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 if Rs. _____ (insert amount of installments to be paid) out of the said sanctioned advance or within such further time as the company may advance or within such further time as the company may allow in this behalf, to expand 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 constriction of the said house within twenty four months of the receipt of the aforesaid advance of Rs. _____ (Rupees _____) strictly on accordance with the plan and specification 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 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 granted by the Corporation.

3. If the actual amount paid by be 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.

4. To execute a document/(equitable/registered English mortgage) ***** mortgaging the said house/land 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 favor of the Corporation within three months from the date 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 provide by the said Rules. (To submit affidavit and execute an irrevocable power of Attorney in to execute on behalf of Borrower(s)* a Registered English Mortgage Deed at the cost of the Borrower(s)*****
5. 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 of the drawl of the advance for that purpose or within such 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 here in 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.
6. 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 borrowers(S) ** statutory or contractual dues.
7. 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 NSFDC has here unto set his hand.

Signature of the Borrower(s) **

Signature of the Borrower(s) **

Signed by the said borrower
In the presence of

Signed by the said borrower
in the presence of

1st witness :
Address :
Occupation :

1st witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :

In the presence of

1st witness :
Address :
Occupation :

2nd witness :
 Address :
 Occupation :

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

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 house.
- iv) a (i), (ii), and b(i), (ii), (iii) to be deleted in case of acquisition 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 Sub-Rule 8.1)

This indenture made this _____ day of _____ Two thousand _____ between son/daughter of _____ at present employed as _____ in NSFDC at _____ (here in after called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators of assigns) of the ONE PART and NSFDC, a company incorporated under the India Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include their successor in office and assigns) of the OTHER PART.

WHEREAS the MORTGAGOR is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and or house hereditaments and premises here in after described in the Schedule here under written and for greater clarity delineated on the plan annexed here to and thereon shown with the boundaries there of colored _____ and expressed to be hereby conveyed transferred and assured (here in after referred to as the "said Mortgaged property")

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the MORTGAGOR.

- * 1. To purchase land and to construct a house thereon * or (to enlarge living accommodation in the existing hose 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/flat.

AND WHEREAS the MORTGAGEE agreed to advance to the MORTGAGOR the said sum if 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 advance to employees of the corporation for building, purchase etc. of house/flats issued by the Corporation vide no. _____ dated _____ (here in after referred to as the "said rules" which expression shall where the context to so admits include any amendment thereof or addition thereto for the time-being in force) by a Mortgage of the property described on the scheduled here under written AND WHEREAS the MORTGAGEE

* (has sanctioned to the MORTGAGOR and 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 herein after mentioned secured in manner here in after appearing)

AND WHEREAS the MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following installments.

- * Rs. _____ already received on _____.
- * Rs. _____ on the execution of this indenture by the Mortgagor in favor 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 pursuant to the provision contained in the said rules the MORTGAGOR DOTH hereby convent 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 installments of Rs. _____ (Rupees _____ only) from the pay of the MORTGAGOR commencing from the month of _____ one thousand nine hundred and _____ or from the month following the completion f the house, whichever is earlier and the MORTGAGOR hereby authorizes the MORTGAGEE to make deductions from his monthly pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation of the amount of such installments and the MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon.
 - * 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.
 - *** _____ monthly installments in the manner and on the terms specified in the said Rules provided that the MORTGAGOR shall repay the entire advance with interest on 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.
- (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 aid rules and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by _____ monthly installments of Rs. _____ from the pay of the MORTGAGOR commencing form the month of _one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier, till the date of 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 to the amount of installments of such of the balance remaining unpaid at the date of his death/retirement/superannuation as here in before mentioned, failing which the mortgage shall be entitled to enforce this security of the MORTGAGOR at any time

thereafter and recover the balance of the advance then 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 installment and/or making lump-sum payments.

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

- (ii). If the MORTGAGOR shall utilizes the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be service for any reason other than no retirement/superannuation or if he/she dies before payment the advance in full, or if the MORTGAGOR shall fail observe or perform any of the terms and conditions stipulation specified in the said rules and on his/her to be observe and performed then and in any such cases whole of the principle amount of the advance or so thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon * _____ percent per annum calculated from the date the payment by the MORTGAGEE of the first installment of said advance.

* Normal rate of interest

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

Notwithstanding anything contained herein, if the MORTGAGER utilize the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the MORTGAGER to take such disciplinary action against the mortgager as be considered appropriate by the mortgagee.

- (iii). In further pursuance of the said rules and for consideration aforesaid advance and interest as shall at any time or time here in after be due to the MORTGAGEE under the terms of the presents the MORTGAGOR doth hereby grant, convey, transfer assigns and assure unto the MORTGAGEE ALL AND SINGULAR said Mortgaged property fully described in the Scheduled here under written with buildings erected or to erected by MORTGAGOR the said Mortgaged property or material for the time being therein with all rights, easements and belonging to hold the said mortgaged property with the appurtenances including all relations and building erect and built or to be erected and built here after on the said mortgaged property materials for the tome being there unto n\and to use of mortgage absolutely forever from all encumbrances. SUBJECT NEVERTHELESS to the provision is hereby agreed and declared by and between the partition here to that of 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 the cost of the MORTGAGOR reconvey, retransfer and reassured the said mortgaged property unto and to the use to the mortgager 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 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 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 thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the 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 thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgager.

(v). The MORTGAGOR hereby covenants with the MORTGAGEE as follows

- a) That the MORTGAGER 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 installments of advance admissible at the plinth/roof level, that the construction 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 representatives on 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 received by him/her together with interest thereon at _____ per cent 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 Rs. _____ (Rupees _____) the first installment already received on _____ unless an extension of time is allowed in writing by the MORTGAGEE. In case 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 certificate to the MORTGAGEE that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

NOTE:-

Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built houses or for repayment of loans 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 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 respect 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 of failure on the apart of the MORTGAGOR to effect the insurance against fire, flood, lightening, earthquake and riot it shall be lawful but not obligatory for the MORTGAGOR and add the amount of the premium to cost of 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 s part of the aforesaid advance at _____ till the amount covered by MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGOR shall give a letter to the Mortgagee as otherness required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the insurer the fact that 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 outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the MORTGAGEE in full. The MORTGAGOR shall also furnish to the MORTGAGEE also 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 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 off 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 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 REFERRED TO

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

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

1st witness :
Address :
Occupation :

2nd witness :
Address :

Occupation :

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

Signed by SH. _____

In the presence of _____

1st witness :

Address :

Occupation :

2nd 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 of stamp duty is available.

* To be filled in by Mortgager.

(On Non-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**

(Under Sub-Rule 8.1)

This indenture made this _____ day of _____ two thousand _____ nine hundred and _____ between son/daughter of _____ at present employed as _____ in NSFDC at _____ his/her wife/husband (here in after jointly referred to as "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators or assigns) of the ONE PART and Sh./Smt. _____ (the employee being here in after called as Principal or Applicant Mortgagor) and NSFDC, a company incorporated under the India Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include their successor in office and assigns) of the OTHER PART.

WHEREAS the MORTGAGOR are the absolute and beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and or house hereditaments and premises here in after described in the Schedule here under written and for greater clarity delineated on the plan annexed here to and therein shown with the boundaries there if colored _____ to be here by conveyed, transferred and assured (here in after referred to as the "said Mortgaged Property").

AND WHEREAS _____ one of the MORTGAGORS hereby referred to as applicant mortgagor applied to the mortgagee for and advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

* 1. To purchase land and to construct a house thereon * or (to enlarge living accommodation in the existing house on the said hereintament.)

* 2. To construct a house on the said hereintaments, * (to enlarge living accommodation in the house o the said hereintaments).

AND WHEREAS the MORTGAGEE agreed to the Principal 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 advance to employees of the Corporation for building, purchase etc. of house/flats issued by the corporation vide letter no. _____ dated _____ (here in after referred to as the "said rules" which expression shall where the contact so admits include any amendment thereof or addition thereto for the time-being in force) by a Mortgage f the property described in the scheduled here under written.

AND WHEREAS the MORTGAGEE

(Has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. _____ (Rupees _____) on _____ and in the manner provided in interest and the observance of all the terms and conditions contained in the rules as here in after mentioned secured in manner here in after appearing.

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following installments.

- * Rs. _____ already received on _____.
- * Rs. _____ on the execution of this indenture by the Mortgagor in favor 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 pursuant to the provision contained in the said rules the MORTGAGOR DOTH hereby convent 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 installments of Rs. _____ (Rupees _____ only) from the pay of the MORTGAGOR commencing from the month of _____ one thousand nine hundred and _____ or from the month following the completion f the house, whichever is earlier and the MORTGAGOR hereby authorizes the MORTGAGEE to make deductions from his monthly pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation of the amount of such installments and the MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in _____ monthly installments.
- * 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.
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 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.
- (vi). (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 aid rules and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by _____ monthly installments of Rs. _____ from the pay of the MORTGAGOR commencing form the month of _one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier, till the date of 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 to the amount of installments of such of the balance remaining unpaid at the date of his death/retirement/superannuation as here in before mentioned, failing which the mortgage shall be entitled to enforce this security of the MORTGAGOR at any time

thereafter and recover the balance of the advance then 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 installment and/or making lump-sum payments.

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

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 said advance or any part otherwise then said 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 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 there out to pay all the expenses incurred on such sale and then to pay money 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 MORTGAGORS.

- 5). The MORTGAGOR hereby convents with the MORTGAGEE as follow:
 - a). That the MORTGAGORS now have in him selves/her selves good right and lawful authority to grant, convey, transfer, assigns 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 exactly un accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless departure there from is permitted by the MORTGAGEE. The APPLICANT MORTGAGOR shall certify when applying for installments 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 an \d 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.
- 2) If the MORTGAGOR shall utilizes the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be service for any reason other than no retirement/superannuation or if he/she dies before payment the advance in full, or if the MORTGAGOR shall fail observe or perform any of the terms and conditions stipulation specified in the said rules and on his/her to be observe and

performed then and in any such cases whole of the principle amount of the advance or so thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon * _____ percent per annum calculated from the date the payment by the MORTGAGEE of the first installment of said advance. Notwithstanding anything contained herein if the applicant MORTGAGOR utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT MORTGAGOR as may be considered by the MORTGAGEE.

- 3) In further pursuance of the said rules and for consideration aforesaid advance and interest as shall at any time or time here in after be due to the MORTGAGEE under the terms of the presents the MORTGAGOR doth hereby grant, convey, transfer assigns and assure unto the MORTGAGEE ALL AND SINGULAR said Mortgaged property fully described in the Scheduled here under written with buildings erected or to erected by MORTGAGOR the said Mortgaged property or material for the time being therein with all rights, easements and belonging to hold the said mortgaged property with the appurtenances including all relations and building erect and built or to be erected and built here after on the said mortgaged property materials for the tome being there unto n\and to use of mortgage absolutely forever from all encumbrances. SUBJECT NEVERTHELESS to the provision is hereby agreed and declared by and between the partition here to that of 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 the cost of the MORTGAGOR reconvey, retransfer and reassured the said mortgaged property unto and to the use to the mortgager or as he may direct.
- 4) 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.
 - 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 Rs. _____ (Rupees _____) the first installment already received on _____ unless an extension of time is allowed in writing by the MORTGAGEE. In case 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 certificate to the MORTGAGEE that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

NOTE:-

Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built houses or for repayment of loans 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, lightening, 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 respect 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 of failure on the apart of the MORTGAGOR to effect the insurance against fire, flood, lightening, earthquake and riot it shall be lawful but not obligatory for the MORTGAGOR and add the amount of the premium to cost of 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 s part of the aforesaid advance at _____ till the amount covered by MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGOR shall give a letter to the Mortgagee as otherness required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the insurer the fact that 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 outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the MORTGAGEE in full. The MORTGAGOR shall also furnish to the MORTGAGEE also 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 MORTGAGOR shall not during the continuance of these presents charge, encumber, 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 REFERRED TO

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

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

1st witness :
Address :
Occupation :

2nd witness :
 Address :
 Occupation :

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

Signed by SH._____

In the presence of _____

1st witness :
 Address :
 Occupation :

2nd 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 of stamp duty is available.

* To be filled in by Mortgager.

(On Non-Judicial Stamp Paper)
FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY IS
LEASEHOLD

(Under Sub-Rule 8.1)

This indenture made this _____ day of _____ two thousand _____ nine hundred and _____ between son/daughter of _____ at present employed as _____ in NSFDC at _____ his/her wife/husband (here in after jointly referred to as "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators or assigns) of the ONE PART and Sh./Smt. _____ (the employee being here in after called as Principal or Applicant Mortgagor) and NSFDC, a company incorporated under the India Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include their successor in office and assigns) of the OTHER PART.

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

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the MORTGAGOR.

* 1. To purchase land and to construct a house thereon * or (to enlarge living accommodation in the existing house on the said hereintament.)

* 2. To construct a house on the said hereditaments, * (to enlarge living accommodation in the house of the said hereintaments).

AND WHEREAS the MORTGAGEE agreed to the Principal 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 advance to employees of the Corporation for building, purchase etc. of house/flats issued by the corporation vide letter no. _____ dated _____ (here in after referred to as the "said rules" which expression shall where the contract 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 here under written AND WHEREAS THE MORTGAGEE.

@ 1. Has sanctioned to the MORTGAGOR and advance of Rs. _____ (Rupees _____ only) on _____ payable in such installments and in the manner as here in after 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 herein after mentioned secured in manner here in after 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 installments.

* Rs. _____ already received on _____.

* Rs. _____ on the execution of this indenture by the Mortgagor in favor 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 lesser 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 in the said lease.

@ Mention whatever is applicable.

** The language will 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 MORTGAGOR pursuant to the provision contained in the said rules the MORTGAGOR pursuant to the provision contained in the said rules the MORTGAGOR DOTH hereby convent 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 installments of Rs. _____ (Rupees _____ only) from the pay of the APPLICANT MORTGAGOR commencing from the month of _____ one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier and the MORTGAGOR hereby authorizes the MORTGAGEE to make deductions from his monthly pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation of the amount of such installments and the MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in **** _____ monthly installments 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 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 installment and/or making lump-sum payments.

(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 installments of Rs. _____ from the pay of the MORTGAGOR commencing from the month of _one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier, till the date of 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 to the amount of installments of such of the balance remaining unpaid at the date of his death/retirement/superannuation as here in before mentioned, failing which the mortgage shall be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the balance of the advance then 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 installment and/or making lump-sum payments.

**** As per sanction of the advance under the Rules.
NOTE: Delete clauses (i) (a) or (i) (b) whichever is inapplicable.

- (ii). If the MORTGAGOR shall utilizes 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 service for any reason other than normal retirement/superannuation or if he/she dies before payment the advance in full, or if the MORTGAGOR shall fail observe or perform any of the terms and conditions stipulation specified in the said rules and on his/her to be observe and performed then and in any such cases whole of the principle amount of the advance or so thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon * _____ percent per annum calculated from the date the payment by the MORTGAGEE of the first installment of said advance. Notwithstanding anything contained herein if the applicant MORTGAGOR utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the MORTGAGOR as may be considered by the MORTGAGEE.
- (iii). In further pursuance of the said rules and for consideration aforesaid advance and interest as shall at any time or time here in after be due to the MORTGAGEE under the terms of the presents the MORTGAGOR doth hereby grant, convey, transfer assigns and assure unto the MORTGAGEE ALL AND SINGULAR said Mortgaged property fully described in the Scheduled here under written with buildings erected or to erected by MORTGAGOR the said Mortgaged property or material for the time being therein with all rights, easements and belonging to hold the said mortgaged property with the appurtenances including all relations and building erect and built or to be erected and built here after on the said mortgaged property materials for the tome being there unto and to use of mortgage absolutely forever from all encumbrances. SUBJECT NEVERTHELESS to the provision is hereby agreed and declared by and between the partition here to that of 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 the cost of the MORTGAGOR reconvey, retransfer and

reassured the said mortgaged property unto and to the use to the mortgager 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 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 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 thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the 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 there out 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 Mortgager.

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

- (v). The MORTGAGOR hereby covenants with the MORTGAGEE as follows:

- a) That the MORTGAGER 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 there from is permitted by the MORTGAGEE. The MORTGAGOR shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction 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 representatives on 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 received by him/her together with interest thereon at _____ per cent 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 Rs. _____ (Rupees _____) the first installment already received on _____ unless an extension of

time is allowed in writing by the MORTGAGEE. In case 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 certificate to the MORTGAGEE that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

- * In case of Nazul land in Delhi and in similar cases wherever 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 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, lightening, 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 respect 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 of failure on the apart of the MORTGAGOR to effect the insurance against fire, flood, lightening, earthquake and riot it shall be lawful but not obligatory for the MORTGAGOR and add the amount of the premium to cost of 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 s part of the aforesaid advance at _____ till the amount covered by MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGOR shall give a letter to the Mortgagee as otherness required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the insurer the fact that 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 outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the MORTGAGEE in full. The MORTGAGOR shall also furnish to the MORTGAGEE also 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 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 lease dated _____ as valid and subsisting lease of the Mortgaged property and are in no way void or voidable and the rents and the convents 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 the same is assignable in the manner here in before stated.
- i) That the MORTGAGOR will so long as money shall remain owning on security of the said Mortgaged property, here in before expressed to be hereby assigned and in any case for the period of the said agreement duty observe all the convents by the

lease and conditions contained in the said indenture of lease referred in the Schedule here under written and keep the MORTGAGEE indemnified against all actions, suits proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non – payments 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 present 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 REFERRED TO

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

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

1st witness :
Address :
Occupation :

1st witness :
Address :
Occupation :

Signed by SH. _____ for and on behalf of and by order and direction of NSFDC has signed the presence of

1st witness :
Address :
Occupation :

1st witness :
Address :
Occupation :

* To be filled in by Mortgager.

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 of stamp duty is available.

(On Non-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

(Under Sub-Rule 8.1)

This indenture made this _____ day of _____ two thousand _____ nine hundred and _____ between son/daughter of _____ at present employed as _____ in NSFDC at _____ his/her wife/husband (here in after jointly referred to as "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators or assigns) of the ONE PART and Sh./Smt. _____ (the employee being here in after called as Principal or Applicant Mortgagor) and NSFDC, a company incorporated under the India Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include their successor in office and assigns) of the OTHER PART.

WHEREAS by a lease date _____ and made between _____ the lesser demised to the MORTGAGOR the property situated at _____ and more particularly described in Schedule here under written for a term of _____ years commencing from _____ at the yearly/ monthly rent of Rs. _____ and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS the MORTGAGOR applied to the MORTGAGEE for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the MORTGAGOR.

- * 1. To purchase land and to construct a house thereon * or (to enlarge living accommodation in the existing hose 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 if 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 advance to employees of the corporation for building, purchase etc. of house/flats issued by the Corporation vide no. _____ dated _____ (here in after referred to as the "said rules" which expression shall where the context to so admits include any amendment thereof or addition thereto for the time-being in force) by a Mortgage of the property described on the scheduled here under written.

AND WHEREAS the MORTGAGEE

@ 1. Has sanctioned to the MORTGAGOR and advance of Rs. _____ (Rupees _____ only) on _____ payable in such installments and in the manner as here in after 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 herein after mentioned secured in manner here in after appearing.

AND WHEREAS the MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following installments.

** Rs. _____ already received on _____.

** Rs. _____ on the execution of this indenture by the Mortgagor in favor 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 lesser 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 in the said lease.

@ Mention whatever is applicable.

** The language will 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 MORTGAGOR pursuant to the provision contained in the said rules the MORTGAGOR pursuant to the provision contained in the said rules the MORTGAGOR DOTH hereby convent 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 installments of Rs. _____ (Rupees _____ only) from the pay of the MORTGAGOR commencing from the month of _____ one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier and the MORTGAGOR hereby authorizes the MORTGAGEE to make deductions from his monthly pay/leave salary/subsistence allowance or any other dues payable to him by the Corporation of the amount of such installments and the MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon. @ _____ monthly installments in the manner and on the terms specified in the said Rules provided that the MORTGAGOR shall repay the entire advance with interest on 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.

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

(b) in pursuance of the said rules and in consideration of the said advance sanctioned/paid by the MORTGAGE 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 aid rules and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by _____ monthly installments of Rs. _____ from the pay of the MORTGAGOR commencing from the month of _one thousand nine hundred and _____ or from the month following the completion of the house, whichever is earlier, till the date of 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 to the amount of installments of such of the balance remaining unpaid at the date of his death/retirement/superannuation as here in before mentioned, failing which the mortgage shall be entitled to enforce this security of the MORTGAGOR at any time thereafter and recover the balance of the advance then 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 installment and/or making lump-sum payments.

- (ii). If the APPLICANT MORTGAGOR shall utilizes the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be service for any reason other than no retirement/superannuation or if he/she dies before payment the advance in full, or if the MORTGAGOR shall fail observe or perform any of the terms and conditions stipulation specified in the said rules and on his/her to be observe and performed then and in any such cases whole of the principle amount of the advance or so thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon * _____ percent per annum calculated from the date the payment by the MORTGAGEE of the first installment of said advance.

Notwithstanding anything contained herein, if the MORTGAGER utilize the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the MORTGAGER to take such disciplinary action against the mortgager as be considered appropriate by the mortgagee.

- (iii). In further pursuance of the said rules and for consideration aforesaid advance and interest as shall at any time or time here in after be due to the MORTGAGEE under the terms of the presents the MORTGAGOR doth hereby grant, convey, transfer assigns and assure unto the MORTGAGEE ALL AND SINGULAR said Mortgaged property fully described in the Scheduled here under written with buildings erected or to erected by MORTGAGOR the said Mortgaged property or material for the time being therein with all rights, easements and belonging to hold the said mortgaged property with the appurtenances including all relations and building erect and built or to be erected and

built here after on the said mortgaged property materials for the time being there unto and to use of mortgage absolutely forever from all encumbrances. SUBJECT NEVERTHELESS to the provision is hereby agreed and declared by and between the partition here to that of 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 the cost of the MORTGAGOR recovery, retransfer and reassured the said mortgaged property unto and to the use to the mortgager 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 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 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 thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the 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 there out 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 Mortgager.
- (v). The MORTGAGOR hereby covenants with the MORTGAGEE as follows
- a) That the MORTGAGER 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 there from is permitted by the MORTGAGEE. The MORTGAGOR shall certify, when applying for installments of advance admissible at the plinth/roof level, that the construction 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 representatives on 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 received by him/her together with interest thereon at _____ per cent 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 Rs. _____ (Rupees _____) the first installment already received on _____ unless an extension of time is allowed in writing by the MORTGAGEE. In case 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 certificate to the MORTGAGEE that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

* In case of Nazul land in Delhi and in similar cases wherever 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 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, lightening, 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 respect 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 of failure on the apart of the MORTGAGOR to effect the insurance against fire, flood, lightening, earthquake and riot it shall be lawful but not obligatory for the MORTGAGOR and add the amount of the premium to cost of 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 s part of the aforesaid advance at _____ till the amount covered by MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGOR shall give a letter to the Mortgagee as otherness required addressed to the insurer, with which the house is insured with a view to enable the MORTGAGEE to notify to the insurer the fact that 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 outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the MORTGAGEE in full. The MORTGAGOR shall also furnish to the MORTGAGEE also 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 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 lease dated _____ as valid and subsisting lease of the Mortgaged property and are in no 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 the same is assignable in the manner here in before stated.

- i) That the MORTGAGOR will so long as money shall remain owing on security of the said Mortgaged property, here in before 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 conditions contained in the said indenture of lease referred in the Schedule here under written and keep the MORTGAGEE indemnified against all actions, suits proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non – payments 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 present 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 REFERRED TO

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

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

1st witness :
Address :
Occupation :

1st witness :
Address :
Occupation :

Signed by SH. _____ for and on behalf of and by order and direction of NSFDC has signed the presence of

1st witness :
Address :
Occupation :

1st 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 of stamp duty is available.

LETTER EVIDENCING DEPOSIT OF TITLE DEEDS OF PROPERTY

(Under Sub-Rule 8.1)

To,
National Scheduled Castes &
Scheduled Tribes Finance and
Development Corporation,
8, Balaji Estate, Guru Ravidas Marg,
Kalkaji, New Delhi-110019

Sub: Deposit of Title Deeds of Property

Dear Sir,

Pursuant to National Scheduled Castes & Scheduled Tribes Finance and Development Corporation (NSFDC) having sanctioned House Building Advance of Rs. _____ (Rupees _____) to me/us** vide its office order No. _____ dated _____ under NSFDC House Building Advance Rules and my/our** agreement dated _____ with you whereby to repay the amount of advance with interest, costs, charges and expenses and have agreed to secure NSFDC by way of an equitable mortgage by deposit of title deeds of my/ours property at _____ and any 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. _____ together with interest and other charges thereon payable by me/us** to you, I/we** have today deposited with NSFDC in its office at New Delhi*, the original title deeds and documents relating to my/our** property situated at _____ as more specifically described in the schedule appended hereto, with intent to create a security thereon by means of mortgage by building/erected and/or on the erected thereon, in terms of the agreement dated _____ entered into between NSFDC and myself/ourselves**.

Yours Faithfully,

Full Signature of Employee.....

Name.....S/W of.....

Address.....

Designation.....

Department.....

Employee No.....

**Full Signature of Spouse.....

**Name.....S/W of.....

**Address.....

**Designation (if

any).....

**Department.....

**Employee No.....

**Place of

Posting.....

* It may be any other town, such as Calcutta, Madras, Bombay or any other town, as notification 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 THE PROPERTY

- I. 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 _____.

- II. Description of deeds * documents deposited
1. Title Deeds of property no. _____ dt. _____.
 2. Mutation certificate or extracts of Khasra/khatuni/Mutation record.
 3. Permission to mortgage the property from _____.
 4. Allotment letter and original share certificate (in case of membership of regd. Co-op Societies.)
 5. _____.

Full Signature of Employee.....
 Name.....S/W of.....
 Address.....
 Designation.....
 Department/Project.....
 Employee No.....

**Full Signature of Spouse.....
 **Name.....S/W of.....
 **Address.....
 **Designation.....

**Department/Project.....
 **Employee No.....
 **Place of Posting.....

** Applicable if the property is held jointly 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 Sh. /Smt. _____ S/D/M of Sh. _____ aged _____ years, resident of _____ and (Sh. /Smt. _____ Husband/Wife of Smt. / Sh. _____) do hereby solemnly affirm and state as under:

- (1) That I am (Sh./Smt. _____ is) at percent working as _____ in CC/_____ Region of NSFDC having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "NSFDC")
- (2) That NSFDC has sanctioned me (to Sh./Smt. _____) House Building Advance of Rs. _____ on the terms and conditions contained in its office order no. _____ dated _____ and accordingly an agreement dated _____ was executed by me (and my wife/husband) with NSFDC.
- (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./ Sh. _____ jointly as wife/husband Smt/Sh. _____ jointly as borrowers)* have deposited on _____ with NSFDC the original title deed of my/our** property situated at _____ more \fully described in the schedule attached hereto pursuance of the aforesaid agreement dated _____.
- (4) That I am/ (we, the b Borrowers are)* fully competent to deal with a 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/our* possession, power and control and that I/We* do not have any other documents of title relating to the said property.
- (6) I/we* conform and declare that save and expect the aforesaid equitable mortgage in favor of NSFDC 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 mater of any litigation, attachment, process of court, lispensens or otherwise and there is no impediment in my/our* creating the aforesaid Equitable Mortgage in favor of NSFDC.
- (8) I/we* further confirm and declare that I/we* shall not any charges, encumbrances or lien the aforesaid proper favor of any other person till such time the entire in respect of the aforesaid advance has been repaid together with interest and other charges by me/use* to NSFDC.
- (9) I/we* further confirm and declare that the creation Equitable Mortgage deposit of the deeds of the property intent to create security of the said property shall include any further additions/accretions thereto and I/we* shall obtain any loan or advance form any other source by creating further charge/lien on the property or any addition/accretion thereto.

1.

2.

DEPONENT(S)*

VERIFICATION:

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

Signed and verified at _____ this _____ day of 20 __.

1.

2.

DEPONENT(S)*

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

On or towards East by _____.

On or towards West by _____.

On or towards North by _____.

On or towards South by _____.

****Full Signature of Spouse.....**
****Name.....**
****Address.....**
****Working as.....**
****Division/Project.....**
****Employee No.....**

** Applicable if the property is held jointly 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 POWER OF ATTORNEY THAT I/WE* Sh./Smt. _____ son/daughter/wife of resident of _____ presently working in the capacity of _____ with NSFDC, a company incorporated under the Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after referred to as "NSFDC") (and Smt./Sh. _____ resident of _____ wife/husband of _____ (here in after jointly referred as "Borrowers") and both the Borrowers) having executed an agreement dated _____ for obtaining house Building Advance Of Rs. _____ from NSFDC against mortgage of my/our* immovable property bearing Plot/Flat no. _____ situated at _____ and both * having agreed to execute an irrevocable Power of Attorney in favor of NSFDC empowering it to execute an English Mortgage Deed and get the same registered, I/we* do hereby irrevocable appoint Manager (P&A) of NSFDC to be my/our* lawful attorney to act in my/our name and my/our* behalf for the purpose here in after mentioned:

- (i). To execute the Mortgage deed in the form known as English Mortgage Deed of the whole of my/our* aforesaid property including future accretion thereto in favor of NSFDC as security towards repayment of the sum of Rs. _____ borrowed by me/us* from NSFDC along with interest secured, costs and charges thereon in accordance with the management dated _____ executed by me/us* in favor of NSFDC 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 purpose of securing the repayment of House Building Advance together with interest accrued, costs and charges.

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

IN WITNESS HEREOF I/WE _____ (and _____)* have here unto set my/our* hand(s) this day _____ of _____ one thousand nine hundred _____ in the presence of witness.

Singed by the Borrower(s) in SIGNATURE OF THE BORROWER(S)* in the presence of Smt. /Sh _____.

WITNESS:

1. Address :
2. Occupation :

3. Address :
4. Occupation :

Smt. /Sh _____.

1. Address :
2. Occupation :

1. Address :

2. Occupation :

NOTE:

1. To be typed on stamp paper of opposite value and signed in each paper.
2. This is to be register by the Borrower(s) with Registrar of Assurance 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 _____ son/daughter of _____ resident of _____ in the district of _____ at present employed as a confirmed _____ in the (name and address of office) _____ (here in after called "the Surety") am held and finally bound unto the NSFDC, a corporation incorporated under the Indian Companies Act, 1956 having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after 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 buy these presents. As witness I set my hand this _____ day of _____ one thousand and nine hundred and _____.

WHEREAS _____ son/daughter of _____ in the district of _____ at present employed as a probationer/confirmed _____ in the NSFDC (here in after 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 regulate the grant of advance to Corporation employee vide sanction letter no. _____ dated _____ (here in after referred to as the "said rules")

AND WHEREAS the borrower has undertaken to repay the said amount in _____ monthly installments. 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 here under is written.

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 to cause to be paid the Corporation amount of the aforesaid advance owing to Corporation by installments until said sum of _____ Rupees _____ or shall be duly paid or mortgages to the corporation the house built/purchased referred to above whichever event happens earlier then this bind shall be void, otherwise the same shall be remain in full office and virtue. BUT SO NEVERTHELESS, that if borrower shall die or become insolvent or at any time ceases to in service of the Corporation, the whole or so much of the 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 onto be discharged or in any way affected by an extension or time or any other indulgence granted by the Corporation of the said Borrower.
Signed and delivered by the said _____ on the day, month and year written above.

Designation _____

Signature of Surety

Office to which attached _____

In the presence of:

1st witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :

Signed by SH. _____ for and on behalf of NSFDC.

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 whichever is not applicable.

(On Non-Judicial Stamp Paper)
PERSONAL BOND

(Under Rule 8.2)

KNOWN ALL MEN BY PRESENTS THAT

If son of _____ (here in after referred to as the "Bounden") am held and firmly bound unto the NSFDC (A Govt. of India Undertaking) a company incorporated under Companies Act, 1956 having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after referred to as the "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 _____ 199 _____. WHEREAS THE BOUNDEN has applied to the Corporation for an advance of Rs. _____ For the purchase/construction of a residential flat in the building known as and situated at _____ and more particular described in the Schedule here under written.*

And which building is to be transferred shortly to the _____ Society Ltd. A cooperative society having its registered office at _____ (here in after referred to as the 'The Society') which has been duly sanctioned by the Corporation on the terms and conditions inter-alia that the Bounden do execute in favor of the Corporation bond in the manner here in after contained.

NOW THIS BOND IS CONDITIONED TO BE VOID.

a). If the bounden duly repays to the corporation the said advance of _____ (rupees _____ only) (insert full amount sanctioned in _____ installments from his pay commencing from the month of _____ nineteen hundred and _____ or from the month following that in which the possession of flat is taken over, whichever is earlier, and interest thereon _____ monthly installments in the manner and on the terms specified in the said rules and the Bounden hereby authorizes the company to make deductions from his monthly pay, leave salary and subsistence allowance of the amount of such installments. It will, however be open to the bounden to repay the amount in a shorter period.

OR

a). (i) NOW THIS BOND IS CONDITIONED TO BE VOID if the bounden duly repays to the company the advance of Rs. _____ here in after referred to as the principal amount and interest thereon calculated in accordance with the said rules of the company in _____ monthly installments 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 if anticipated amount of gratuity for which the Bounden hereby consents with the company to give necessary acquaintance to the Trustee of NSFDC Gratuity Trust in such form and at such time as may be required.

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

Within one month from the date of these presents utilize the amount of such installment 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 here under written.

On transfer being executed in favor 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, assigns, underlet the said flat or any interest therein or part with possession thereof/or transfer or otherwise alienate the said share debenture/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 handover the shares/debentures if the society of the company along with properly signed blank transfer forms as further security for the said advance.

Executes or furnishes such agreement(s) deed and other documents(s) with the company as any is 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 installments 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 installments of interest on its due date as here in above.
 - c). If any distress or execution shall 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 is 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 instruments(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 petition for being adjusted insolvent or is adjudicated insolvent
- (2) The company shall leave the absolute right and full liberty to deduct every month from the Bounden's salary the amount of monthly installment and appropriate the same towards the said monthly installments in repayment of principal and interest and for purpose aforesaid the Bounden here by irrevocably authorize 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 installment 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 arrear of land revenue PROVIDED ALWAYS THAT this clause shall not affect any other rights, power and remedies for the company. IN WITNESS WHEREOF the bounden above mentioned has here to set his hand the day and year first here in above written.

THE SCHEDULE ABOVE REFERRED TO

SIGNED AND DELIVERED BY THE SAID BOUNDEN_____

In the presence of:

1st witness :
 Name :
 Address :

Occupation :

2nd witness :

Name :

Address :

Occupation :

Signed by SH. _____

(For and on behalf of NSFDC)

In the presence of

1st 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 8.5)**

We (I) _____ of _____ (2)
 _____ (Department etc.) do hereby declared ourselves sureties for
 Sh./Smt/_____ (here in after referred to as “the Bounden”) and do here
 by guarantee that the Bounden shall do and perform all that her has undertaken to do and
 perform under the Bond dated the _____ day of _____ 20 __ __ executed by
 him in favor of the NSFDC (A Govt. of India Undertaking) a company incorporated under The
 Indian Companies Act,1956 having its registered office at 8, Balaji Estate, Guru Ravidas Marg,
 Kalkaji, New Delhi-110019 (here in after referred to as the “Company”), and do hereby bind
 ourselves our 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 may have sustained by reason
 of default of the 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 agree that any forename in enforcement of the said Bond or
 any other indulgence granted to the Bounden or any variation of their terms of the said Bond or
 any time 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 p.a. liability to paid our liability
 under this bond will be as principal debtors and joint and several with that of the Bounden.
 Date this _____ day of 20 __ __.

Signed by the Sureties above named:

Surety No.1 :
 Designation :
 Address :
 Employee No :

Surety No.1 :
 Designation :
 Address :
 Employee No :

In the presence of

1st witness :
 Name :
 Address :
 Occupation :

1st witness :
 Name :
 Address :
 Occupation :

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

1st witness :
 Name :
 Address :
 Occupation :

2nd witness :
 Name :
 Address :
 Occupation :

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

UNDERTAKING

(Under Sub-Rule 8.5.5)

Whereas, I _____ s/o/w/o/d/o _____ resident of _____ for grant confirmed employee of NSFDC have applied and a sum of Rs. _____ has been sanctioned vide sanction order no. _____ Dated _____ consequent upon the aforesaid sanction, I have further requested NSFDC, vide letter dated _____ to release the sanctioned amount pending obtainment of Mortgage Permission from the lesser. 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 favor of NSFDC 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 as by _____ Cooperative Group Housing Society Ltd. Including production of Mortgage permission form the said Cooperative Group Housing Society will be completed within one month of obtaining its possession from the said Group Housing Society.
- (ii). That in event of my not being able to produce the Mortgage permission for the said flat/house in favor of NSFDC from the Society concerned, as mentioned in para (i) above or fail to mortgage the said property in favor of NSFDC, for whatsoever reason, I propose to repay to NSFDC, on demand the entire amount of house 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 _____ 19 __.

(Revenue Stamp)

WITNESS

1. _____

Signature _____

Name _____

2. _____

Designation _____

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 NSFDC 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 here by declared and agreed that Sh. _____ (the owner of building bearing Municipal No. _____) (here in after referred to as "The Insured" in the schedule to this policy) has mortgaged the house to NSFDC (here in after 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, reinstalling 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 p.a. connection with this policy or any terms, provision or condition or conditions thereof.

Yours faithfully,

Place :
Date :

Forwarded the receipt of the letter May kindly acknowledgment. It is also requested that the undersigned kindly be informed wherever any claim is paid under policy and also of the premium is not paid periodically renewal of the policy.

Place :
Date :

Designation _____

FORM OF RECONVEYANCE FOR HOUSE BUILDING

(Under Rule 13.0)

On the RECONVEYANCE MAP the _____ day _____ one thousand nine hundred and _____ between NSFDC, a company incorporated under the Indian Companies Act, 1956 and having its registered office at 8, Balaji Estate, Guru Ravidas Marg, Kalkaji, New Delhi-110019 (here in after called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators of assigns) of the ONE PART and _____ son/daughter of _____ (here in after called "THE MORTGAGOR" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors, administrators of assigns) of the OTHER PART.

WHEREAS by an indenture of mortgage dated the _____ day _____ of _____ one thousand nine hundred 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. (here in called the PRINCIPAL INDENTURE) . the Mortgagor by the said principal indenture mortgaged the property at _____ and more particularly described In The schedule here in after written o the mortgagee to secure an advance of Rs. _____ made by MORTGAGEE to the MORTGAGOR.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCIPAL INDENTURE have been fully paid satisfied and the MORTGAGEE has accordingly at the request of MORTGAGOR agreed to execute reconveyance of the Mortgaged premises as is he in after contained. NOW THIS INDENTURE WITHNESSTH that in pursuance of the said agreement and in consideration of the premises the MORTGAGEE both hereby grant, assign and reconvey into the MORTGAGOR. ALL THAT THE place of land situated at _____ and comprise in the said principal indenture and more particularly described in the Scheduled 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 here before 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, claims 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 otherwise howsoever. IN WITNESS where of the MORTGAGEE has caused _____ on his behalf to set his hand the day, month and or first above written.

SCHEDULE ABOVE REFERRED TO

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

(Signature)
For and on behalf of NSFDC

1st witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :