

H.N.B. GARHWAL (CENTRAL) UNIVERSITY, SRINAGAR GARHWAL
APPLICATION FORM FOR HOUSE BUILDING ADVANCE

(Rule 10.16,10.17,10.18,10.19 of the G.F.R.)

1. Employee Code : _____
2. Name of the Applicant (in block letters) _____
3. Designation _____
4. Father's/Husband's Name _____
5. Name of Deptt./Branch _____
6. Emolument on which the loan is admissible _____
7. (i) Basic Pay Rs.. _____
(ii) Dearness Pay Rs. _____
(iii) Special Pay/NPA Rs. _____
(iv) Total Pay(i) to (iii) _____
8. Head of Account
(i) G.P Fund Account No. _____
(ii) Account No. _____ & IFSC _____
9. Amount of advance applied for _____
Recoverable in _____ instalments of Rs. _____
10. Purpose of advance now: _____ applied for _____

Whether any advance has been drawn previously for house building/repairs/
Extension of house under any rules/scheme if so:
 - i. Date of drawal of the advance _____
 - ii Purpose for which the advance was drawn. _____
 - iii Amount of advance drawn _____
 - iv Pay on which such advance was calculated : _____
 - v. Rules/scheme under which the advance was drawn. _____
11. Whether the house built with an advance has been sold if so, indicate sale proceeds; _____
12. Whether the house purchased/constructed with the
advance has been mortgaged to Govt. as prescribed under the rules; _____
13. (a) Date of birth of the applicant _____
(b) Date of entry into Government service. _____
(c) Date of superannuation _____

14. Whether husband/wife is a Government servant, if so, _____
whether he/she has obtained any house building advance from Government.

15. Whether permanent Government servant, if adequate surety of permanent Government servant to be
furnished in addition to mortgaging the house to Govt. in the prescribed form on non-judicial
paper worth 10/-.

16. **CONSTRUCTION OF HOUSE:**

(a) whether advance is required for the construction of house on plot already purchased with
own resources or from Government money if so, an attested
copy of the conveyance deed executed may be attached. _____

(b) A certificate to the effect that the sum will be utilized for construction of
house only and if there are any surplus funds after the house has been completed,
that will be refunded at once may be attached. _____

(c) Documentary proof that the plans etc. have been approved
by the MDDA/MC/Revenue Authority with estimate concerned authority. _____

17. **REPAIR OF HOUSE:**

In case the advance is required for repair, a certificate to the following effect be added: -

i. The repairs are required to make house rehablitable _____

ii. These are not in the nature of ordinary repairs. _____

iii. These involve an outlay larger in comparison with the value of the house and that no such advance
for the repair has previously been drawn in respect of the same house and that ten years have elapsed
since the drawal of the advance in case of any advance from the Government
certify from MDDA/MC/Revenue Authority with estimate concerned authority. _____

18. **EXTENSION OF HOUSE:**

Whether the house proposed to be extended was constructed with the financial assistance from
the State Government if so, the details of the loan obtained may be specified as under: -

i. Total loan obtained _____

ii. Pay at the time the loan was obtained _____

Basic Pay and D.P/ S.P _____

iii. If the loan was obtained under any other scheme the total amount of loan may be indicated _____

iv. Documentary proof that plan for extension has been approved by the
local body or the Estate officer/ Revenue Authority. _____

v. If any advance was drawn for repairs of the house earlier full details thereof may be indicated.

19. **BUILT OF HOUSE:**

In case the advance is required for the purpose of built up house the following certificate may be attached

i. Documentary proof to show that the bargain for the purchase of house has been finalized. _____

ii. The place and the full particulars of the house for which the advance is required _____

iii. Location of the dwelling unit in an approved colony. _____

iv. Valuation from MDDA/MC/ Revenue Authority _____

v. Clear title of House duly verified by MDDA/MC/ Revenue Authority _____

20. A certificate to the effect that the advance is required for the bonafide personal residence.

21. A certificate to the effect that the applicant has an undisputed title to the house in the case of purchase of a built up house a certificate may be furnished that the house is free from all encumbrances.

22. Whether any funds earmarked for you either by the Deptt. or the FD was surrendered during the last financial year and of so, full particulars thereof together with reasons for surrendering the amount may be given.

23. An affidavit on non-judicial paper worth Rs.10/- that the applicant has no other house in this place.

It is certified that the information given above is complete and true to the best of my knowledge and nothing has been concealed therein.

Dated :
Designation:

(Signature of the Applicant)

SURETY BOND

This deed is made on the----- day of the -----, Two thousand ----- Between Sh. ----- and caste----- and resident of H.No.----- working as ----- in the office of ----- (hereinafter referred to as the surety) of the one part and the HNB Garhwal University (hereinafter referred to as the Government) of the other part.

Whereas the loan of Rs.----- (Rupees -----) has been granted to Sh. ----- resident of----- working as ----- in Office of ----- (hereinafter referred to as the borrower) of the terms and conditions in the agreement dated ----- and subject to the borrower furnishing a permanent Government Servant as surety to guarantee the due performance and observation by him of the conditions of the agreement dated ----- and/or of the mortgage deed, dated -----.

And where as Shri----- has fulfillment of the conditions of the advance of loan agreed to stand as surety for the Borrower on the terms and conditions hereinafter appearing.

Now this deed witnesses and the parties hereto agree as follows: -

(1) In pursuance of the said agreement and in consideration of sum of Rs._____ advance by the Government to the Borrower as loan, the surety hereby agrees that the borrower shall duly, faithfully, and punctually perform all the conditions set out in the agreement dated----- and to be performed and observed by him and that in the event of the failure of the borrower to perform any of the said conditions and of the borrower dying or ceasing to be in service for any cause that what so ever before the amount due to the Government from the borrower is fully paid off, the surety shall immediately pay the entire amount due to the Government on account of the principle and interest under the said agreement and/or the mortgage deed.

(2). For the consideration aforesaid and in further pursuance of the agreement it is hereby agreed that the liability of surety shall not be affected by the Government granting time or any other indulgence to the borrower.

(3) The Government shall be entitled to deduct from the pay, Travelling Allowance or any other sum which may be or become payable by the Government to the surety the amount due to it from the surety under this deed. Witness where of the parties have signed, this deed on the dates respectively mentioned against their Signature in the 52 years of the Republic of India.

Signature of the surety.

Witness (sign with full name and designation)

(1)

(2)

Signed by for and behalf of
the Governor of Uttarakhand

ANNEXURE –V

AFFIDAVIT

Rs.10/-

I, _____ S/o/W/o/D/o _____ employed
as _____ under the HNB Garhwal University do hereby solemnly declare and
affirm that my wife/husband _____ is not a Government employee, and has not applied for
or obtained as advance under these rules during the period of my past service.

I, also declare that the house is not/is jointly owned by me with my wife/husband.

The above information is true and nothing has been concealed therein.

Place :-

Dated :-

DEPONENT

Verification:

The facts given above affidavit are true to the best of my knowledge and belief and nothing has been
concealed therein.

DEPONENT.

AFFIDAVIT

Rs.10/-

I, _____S/oW/oD/o_____ working as in the office of _____ do hereby solemnly declare and affirm that I have not drawn/drawn any house building advance (under any scheme sponsored by the Government) for the construction of house/repair of house/extension of house so far as per details given below: -

Sr. No.	Amount drawn	Date of drawl	Purpose
1.			
2.			
3.			
4.			
5.			

I also solemnly declare that I am the sole owner of the house _____. It is further certified that the House in question is free from all encumbrances. I also declare that I have no other house either in my name or in the name of my family to live in India and I want to construct a house/repair of house/to extend my house for my own bonafide residential use on the above place.

Certified that the balance if any, left after the use of the advance for the purpose it is taken will at once be refunded to Registrar, HNB Garhwal University. Certified that I have more than five years service period of retirement. I am not likely to retire within five years from the date of the application.

Place:-

DEPONENT

Date:-

Verification:-

The above information is true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Annexure-VI

I, _____ authorise the REGISTRAR, HNB Garhwal University to recover from the death-cum-retirement gratuity, which would become due to me on the date of my superannuation retirement, the balance of outstanding house building advance with interest, in terms of the penultimate paragraph of the agreement.

dated, _____

Dated:

Designation :

Signature

of the Government servant

Certified that I hereby cancel the nomination made by me in respect of the death-cum-retirement gratuity payable to me at the time of retirement.

Dated:

Designation :

Signature

of the Government servant

ANNEXURE-III

Agreement Deed

An agreement to be executed by Government servant at the time of or before drawing advance for the purchase of land and/or construction of house for adjustment of the balance of advance outstanding at the time of retirement against the death-cum- retirement gratuity.

An agreement made on _____ day of _____ Two Thousand _____ between _____ of _____ (hereinafter called the borrower which expression shall include his legal representative and assigns) of the one part and the REGISTRAR, HNB Garhwal University (hereinafter called 'The Governor' which expression shall include his successors and assigns) on the other part.

Whereas the Borrower has agreed to purchase/has purchased for the purpose of erecting a house thereon the piece of land situated in _____ in the registration district of _____ sub-district _____ thana _____ containing _____ more or less and bounded on the north by _____ south by _____ east by _____ and on the west by _____ (hereinafter the borrowers has under the provision of REGISTRAR, HNB Garhwal University for a loan of Rs. _____.

And whereas it is permissible under the provision of the aforementioned letter hereinafter referred to as the said order which expression shall include any amendment thereof for the time being in force that the last installment of loans together with the interest accrued thereon will be recovered the from the death-cum- retirement gratuity payable at the time of retirement; provided the Government servant concerned executes an agreement to the effect and cancels any nomination made by him under rule-4 (6) (b) of the New pension rules contained in Appendix-2 of the Civil Services Rules, Volume-II, so as to leave Government free to appropriate the sum found payable to him after retirement in adjustment of balance of the advance.

Now it is hereby agreed between the parties hereto that in consideration of the said orders the borrowers, having cancelled the nomination made by him under rule 4 (6) (b) of the aforesaid New Pension Rules, hereby authorise the Governor to extinguish the last installment of loan together with the interest accrued thereon from the REGISTRAR, HNB Garhwal University payable to the borrower.

In witness thereof the borrower has hereunto set his hand the day and year first before witness.

Singed by the said borrower

In the presence of

Witness (sign with full name and designation):

- 1.
- 2.

Signature of DDO
Signed by the said borrower

ELIGIBILITY CRITERIA and FAQs regarding HBL

Q:- Purpose for which House Building Advance can be granted ?

Ans:- House Building Advance can be granted for the following purposes :-

1. Construction of House
2. Purchase of Constructed House from private source/Housing Board/Registered Society
3. Extension/Repair of House

Q:- What is the Maximum Admissibility for House Building Advance ?

Ans:- Maximum Admissibility for House Building Advance for different categories is as under :-

i) For Construction of a House/Purchase of Built-up House from Govt.

Agencies/Private Source or Registered Societies.

34 month's basic pay plus dearness pay plus special pay plus NPA subject to a maximum of Rs.5.00 lakhs or the cost of the built up house allotted by the Govt. Agencies/private source or other registered societies, whichever is less, recoverable in 150 monthly equal installments.

ii) For Repair of House

7 months basic pay plus dearness pay plus special pay plus NPA subject to a maximum of Rs.1.80 lakh recoverable in 96 monthly equal installments.

iii) For Extension of a House

8 months basic pay plus special pay plus NPA subject to a maximum of Rs.1.80 lakh recoverable in 96 equal monthly installments. The maximum of House Building Advance for Construction, repair and extension of house will be limited to Rs.5.00 lakh.

Q:- Can Second House Building Advance be admissible to Govt. Employee ?

Ans :- Yes, The second House Building Advance can be admissible to Govt. Employees for construction of House /Built-up House allotted by Govt. agency or other registered societies or through Private source on the following terms and conditions :

- i. The Second House Building Advance will be granted only if the first House Building Advance was taken 10 year back by the applicant.
- ii. No portion of previous loan and interest accrued thereon is outstanding against him and NDC to this effect has been issued by the competent authority.
- iii. The sale proceeds of the House built/acquired through first House Building Loan taken from State Government will not be taken into consideration.
- iv. The second loan will be granted equal to employees present admissibility (34 months basic pay + DP+NPA+SP, subject to a maximum of Rs. 5.00 lakh or cost of house which ever is less) minus (-) amount of first HBL taken by him.

Q:- Can House Building Advance be raised from another Financial Institution in addition to House Building Advance already taken from Government ?

Ans :- Yes, The govt. employee can raise another loan from other financial institution like, Housing Development Financial Corporation, Housing Societies, Apex Bank, other banks for the construction / completion of the house etc by mortgaging the same property again, which already stands mortgaged with the govt., "Pari-Pasu Charge" is allowed.

Q : What is the procedure for Drawl of Advance for construction of House.

Ans :- Advance for the construction of House is granted in three installments as under : -

1. First Installment equal to 40% of admissibility for starting the construction. After the first installment utilization certificate that the construction has been completed up to plinth level should be submitted duly verified by HOD/DDO with a report from HOD that applicant has submitted the mortgage deed of the house and kept in office record.
2. Second Installment equal to 30% is admissible after the house has been brought to plinth level. Utilization certificate stating that the roof have been laid should be submitted duly signed by HOD/DDO.
- 3 Third Installment equal to 30% is admissible after the house has been completed up to roof level. Utilization certificate to the effect that the house has been completed should be submitted.

Q : What is the Procedure for Recovery of Advance for construction of House.

Ans : The recovery of Advance granted for the construction of house shall start from the 13th issue of employee's pay from the drawl of the first installment, and from the 4th issue of the pay in case of Advance for the purchase of built up house and repair / extension of house .

Checklist for Advance for the Construction of House:-

1. Application on the prescribed Performa duly filled and signed by the applicant and duly recommended by the Competent Authority of the Department with following documents :-
 - i) Agreement Form (Annexure III)
 - ii) Recovery of outstanding loan form DCRG (Annexure VI)
 - iii) In case of regular employee surety from one permanent HNB Garhwal University employee on non-Judicial stamp paper worth Rs.10.
 - iv) Affidavit on judicial paper worth Rs.10/- that applicant has no other house in his/her name or in the name of his/her family members any where in India with details of loan earlier taken if any.
 - v) Affidavit on judicial paper worth Rs.10/- (Annexure-V regarding Joint ownership of the house)
 - vi) In case of Joint ownership, a No Objection Certificate from the spouse for mortgaging her / his share of the property in the name of HNB Garhwal University .
2. Details of any House Building Advance taken earlier clearly indicating :-
 - a) Basic pay at that time
 - b) Financial Year .
 - c) Purpose of Advance taken and the amount drawn with a copy of sanction letter
 - d) Mortgage of previous advance
3. Col. 1 to 13 of application form must be verified by DDO.

Checklist for Purchase of Built up House from Private source /Housing Board / Registered Society:-

1. Application on the prescribed Performa duly filled and signed by the applicant and duly recommended by the Competent Authority of the Department with following documents :-
 - i) Agreement Form (Annexure III)
 - ii) Recovery of outstanding loan form DCRG (Annexure VI)
 - iii) In case of regular employee surety from one permanent HNB Garhwal University employee on non-Judicial stamp paper worth Rs.10.
 - iv) Affidavit on judicial paper worth Rs.10/- that applicant has no other house in his/her name or in the name of his/her family members any where in India with details of loan earlier taken if any.
 - v) Affidavit on judicial paper worth Rs.10/- (Annexure-V regarding Joint Ownership of the house)
 - vi) In case of Joint ownership, a No Objection Certificate from spouse for mortgaging her / his share of the property in the name of HNB Garhwal University .
2. Details of any House Building Advance taken earlier clearly indicating :-
 - a) Basic pay at that time b) Financial Year .
 - c) Purpose of Advance and the amount drawn with a copy of sanction letter
3. Col. 1 to 13 of application form must be verified by DDO.
4.
 1. From Private Source :
 - a) Agreement deed with the owner of House from whom the built up house is to be purchased.
 - b) Departmental permission for purchase of house under Employees Conduct Rules.
 - c) Valuation of the House from appropriate revenue authority or MC etc.
 2. From Housing Board :
 - a) Allotment letter of the housing board or from any other government agency.
 - b) Surety of two confirmed government employees on Stamp paper worth Rs. 10/- in lieu of mortgage of house.

3. From Registered Housing Society :

- a) Proof of Membership of Society with complete details of Society / Land and cost of the unit.
- b) Surety of two confirmed government employees on Stamp paper worth Rs. 10/- in lieu of mortgage of house.
- c) The loanee will get the flat/house mortgaged to Govt. and the charge of the Govt, would be the first claim on the property in the event of default in repayment of Govt.loan and the loanee must obtain prior consent of the concerned Housing Society to this effect.
- d) Full comprehensive insurance of the flat/house against damage by fire, flood and lightening.

Checklist for Repair / Extension of House :-

1. Application on the prescribed Proforma duly filled and signed by the applicant and recommended by the Competent Authority of the Department with following documents :-
 - i) Agreement Form (Annexure III)
 - ii) Recovery of outstanding loan form DCRG (Annexure VI)
 - iii) In case of regular employee surety from one permanent HNB Garhwal University employee on non-Judicial stamp paper worth Rs.10.
 - iv) Affidavit on judicial paper worth Rs.10/- that applicant has no other house in his/her name or in the name of his/her family members any where in India.
 - v) Affidavit on judicial paper worth Rs.10/- regarding Joint ownership of the house (Annexure-V)
 - vi) In case of Joint ownership, a No Objection Certificate from spouse for mortgaging her / his share of the property in the name of HNB Garhwal University.
 - a) Allotment letter and possession letter in case of Housing Board house
 - b) Clear ownership of the house duly verified by Revenue Authority
 - c) in case of Extension of House Map duly verified /passed by MC or Revenue Authority in case it is in Rural Area.
 - d) Completion certificate in case of house falls in Urban area by the Competent Authority.
2. Details of any House Building Advance taken earlier clearly indicating: -
 - a) Basic pay at that time
 - b) Financial Year .
 - c) Purpose of Advance and the amount drawn with a copy of sanction letter
3. Col. 1 to 13 of application form must be verified by DDO.
4. Loan is granted for repair/extension after 5 years of possession in case applicant has not obtained loan form Govt. for construction of house.
5. Loan is granted for repair/extension after 10 years in case applicant has already obtained loan form Govt. for construction of house.