

APPLICATION FOR HOUSE BUILDING ADVANCE

(Rule 10.16,10.17,10.18,10.19 of the P.F.R. Vol-I)

1. Name of the Applicant (in block letters) _____
2. Designation (Gazetted/Non Gazetted) _____
3. Father's/Husband's Name _____
4. Name of Deptt./Branch _____
5. Emolument on which the loan is admissible _____

6. (i) Basic Pay Rs.._____
- (ii) Dearness Pay Rs._____
- (iii) Special Pay/NPA Rs._____
- (iv) Total (i) to (iii)_____
7. Head of Account _____
- (i) G.P Fund Accont No._____
- (ii) Salary Bank _____& Account No._____
8. Amount of advance applied for_____
- Recoverable in _____instalments of Rs._____
9. Purpose of advance now: applied for_____
10. 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:

Basic Pay _____D.P/ S.P. _____	Total _____
--------------------------------	-------------
 - 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/plot 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 or temporary Government servant, if temporary 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 Rs.15/-.

16. PURCHASE OF PLOT

(i) (Whether advance is required for the purchase of plot, if so, the details of the source of the plot purchased, the approx. cost and a documentary proof with regard to the clear title of the seller of the plot may be attached (see rule 10.16 (vii) of P.F.R.Vol-I) _____

(ii) Whether the sanction of Govt. for the purchase of plot, if negotiated from a source other than regular or reputed dealer has been obtained as required under Govt. Employee's Conduct Rules, 1966 if so, a copy of the sanction be attached. _____

(iii) A certificate to the effect that the advance is required for the construction of house at place for personal residence may be attached _____

17. 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. Rule (10.16(ix). _____

(c) Documentary proof that the plans etc. have been approved by the HUDA/MC/Tehsildar concerned. _____

18. 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 (Rule 10.19 of P.F.R. Vol-I). _____

19. 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 Rs. _____ D.P/ S.P _____ Total Rs. _____
- 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/Tehsildar. _____
- v. If any advance was drawn for repairs of the house
 earlier full details thereof may be indicated. _____

20. 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 B&R/MC/Teh. _____
- v. Clear title of House duly verified by HUDA/MC/Teh. _____

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

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

23. 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. _____

24. An affidavit on non-judicial paper worth Rs.3/- that the applicant has no other house/plot in India. _____

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 : _____ (Signature of the Applicant)
 Designation: _____
 Branch: _____

It is certified that the above information supplied by the applicant is correct according to the official record maintained in this office. It is also certified that the advance of Rs. _____ applied for is admissible and all formalities required to be complied with have been completed.

Place: _____ Signature of Sanctioning Authority

Dated: _____

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 Governor of Haryana (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 condition s 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

- | | |
|-----|--|
| (1) | Signed by for and on behalf of the
Governor of Haryana. |
| (2) | |

ANNEXURE –V
AFFIDAVIT
Rs.3/-

I, _____ S/o/W/o/D/o
_____ employed as _____
under the Government of Haryana 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 plot/house _____
_____ is not/is jointly owned by me with my
wife/husband.

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

DEPONENT

Place :-
Dated :-

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.3/-

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 and
purchase of plot so far as per details given below: -

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

I also solemnly declare that I am the sole owner of the plot/house _____.
_____. It is further certified that the Plot/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 plot.

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 Government. 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 Accountant General,
Haryana 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:

Signature_____

Designation 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:

Signature_____

Designation 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 Governor of Haryana (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 referred to the said land) for the sum of Rs. _____. And whereas the borrowers has under the provision of the Haryana Government letter No.2118-WM(I)-67/20006, dated the 5th September, 1967 applied to the Governor 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 instalment of loans together with the interest accrued thereon will be recovered the from the D.C.R.G. 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 Punjab 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 instalment of loan together with the interest accrued thereon from the D.C.R.G. payable to the borrower.

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

Signed by the said borrower

In the presence of

1. Witness:

2.

Signature of DDO

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 Plot/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.7.50 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.1.00 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.10.00 lakh.

iv) For the purchase of plot

60% of the total admissibility of House Building Advance or Price of the Plot, whichever is less, Recoverable in 96 equal monthly installments.

The balance of 40% can be availed for the construction of House on the plot purchased with loan obtained from the Govt.

All other conditions governing the grant of these advances will remain the same as laid down in the rules / instructions issued by the Finance Department from time to time.

No benefit of Revised Admissibility will be given to those who have already drawn even the first installment or part of House Building Advance before 25th June, 2004.

The House Building Advance Rules for All India Services will be applicable to the members of All India Services.

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

Ans :- Yes, The second House Building Advance can be admissible to Govt. Employees (FD instruction No. 02/02/04-WM(3) dated 01/08/2005) 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. 7.50 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.

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 Haryana Government employee on non-Judicial stamp paper worth Rs.15.or if confirmed copy of the confirmation letter.
 - iv) Affidavit on judicial paper worth Rs.3/- 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.3/- (Annexure-V regarding Joint ownership of the house/plot)
 - 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 Governor of Haryana.
 - vii)
 - a) Allotment letter and possession letter in case of HUDA Plot.
 - b) Clear title of plot duly verified by Tehsildar/Revenue Authority in case the plot is in Lal Dora.
 - c) Registry of plot in general cases.
 - d) Map duly passed by MC in case the plot is in Urban Area and by Tehsildar in case it is in Rural Area.
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.

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 plot / built up house and repair / extension of house .

Checklist for Purchase of Plot:-

1. Application on the prescribed Proforma 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 Haryana Government employee on non-Judicial stamp paper worth Rs.15.or if confirmed copy of the confirmation letter.
- iv) Affidavit on judicial paper worth Rs.3/- that applicant has no other plot/ 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.3/- (Regarding Joint ownership of the house/plot)
- vi) In case of Joint Ownership, a No Objection Certificate from spouse for mortgaging her / his share of the property in the name of Governor of Haryana.
- vii) a) Allotment letter in case of HUDA Plot.

or

Agreement deed with party from whom the plot will be purchased.

- b) Departmental permission for purchase of plot under Employees' Conduct Rules.
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.

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 Haryana Government employee on non-Judicial stamp paper worth Rs.15.or if confirmed copy of the confirmation letter.
- iv) Affidavit on judicial paper worth Rs.3/- that applicant has no other plot/ 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.3/- (Annexure-V regarding Joint Ownership of the house/plot)
- vi) In case of Joint ownership, a No Objection Certificate from spouse for mortgaging her / his share of the property in the name of Governor of Haryana.

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. 15/- 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. 15/- 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 Haryana Government employee on non-Judicial stamp paper worth Rs.15.or if confirmed copy of the confirmation letter.
- iv) Affidavit on judicial paper worth Rs.3/- 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.3/- 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 Governor of Haryana.
- vii)
 - a) Allotment letter and possession letter in case of Housing Board house
 - b) Clear ownership of the house duly verified by Tehsildar/Revenue Authority
 - c) in case of Extension of House Map duly verified /passed by MC or Revenue Authority, / Tehsildar 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.