

The Regulations For Disbursement of Loans Under The Middle Income Group Housing Scheme, 1968

UTTAR PRADESH

India

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THE-REGULATIONS-FOR-DISBURSEMENT-OF-LOANS-UNDER-THE-M of 1968

- Published on 1 January 1968
- Commenced on 1 January 1968
- [This is the version of this document from 1 January 1968.]
- [Note: The original publication document is not available and this content could not be verified.]

The Regulations For Disbursement of Loans Under The Middle Income Group Housing Scheme, 1968 Published vide Notification No. 5896-AVP 25-67, dated June 5, 1968 published in U.P. Gazette Part I-A, dated June 15, 1968, p.1623.

073.

1. Short title and commencement.

(1) These regulations shall be called the Regulations for Disbursement of Loans under the Middle Income Group Housing Scheme. (2) They shall come into force with effect from the date of their publication in the Gazette.

2.

(1) All loans received by the Parishad from the State Government or any other source under the Middle Income Group Housing Scheme shall forthwith be deposited to the credit of the Capital Account of the Parishad Fund. (2) The amount of loan received under this scheme shall be shown under the head "Capital Account-IX-Debt-Receipts (A) Loan from the State Government L.I.C. etc." in aid of the Capital Account" and further classified as follows: Middle Income Group Housing Scheme (i) for the purchase of land for the construction of house; (ii) for the construction of houses by individuals, institutions and the Parishad. The expenditure from these amounts shall be exhibited under corresponding heads on the expenditure side of the budgets under the sub-heads (IC)

Expenditure on Works and Development Schemes (1) Cost of framing Scheme. (2) Acquisition of Land: (i) Pay of acquisition staff and legal charges, (ii) Cost of acquisition proceedings, (iii) Price of Land (iv) Compensation other charges. (3) Works : (i) Surveying and Planning, (ii) Leveling and Dressing, (iii) Demarcation, (iv) Sewerage, (v) Drainage, (vi) Water Supply, (vii) Roads, paths and culverts, (viii) Street lighting and L.T. distribution, (ix) Horticulture and parks, and (x) Construction costs (including pay of works charges staff), (xi) Maintenance during construction, (xii) Demarcation, (xiii) Construction and running of kilns, (xiv) Stock, (xv) Tools and Plants, (xvi) Proportional allocation of overhead charges like pay of Engineers, Overseers etc. (xvii) Office on Cost, (xix) Other charges. In case of works carried out through P.W.D. sub-detailed heads will be as follows: (i) Payment for Works (ii) Centage charges. The disbursements to individuals shall be shown under the minor head 4-C-Deposits and Advances (C) Advances (4) Other Advances.

3. Application of the money.

- The amount so received shall be applied to (i) acquisition and development of land by the Parishad; (ii) construction of houses by the Parishad; and (iii) advancing loans to the following categories of persons/institutions on the conditions prescribed for each category: (a) for building and owning their house- Individuals with an annual income exceeding Rs. 7,200.00 but not exceeding Rs. 15,000 from all sources. (b) for construction of house by the following institutions for being let out on no profit no loss basis to their own whole time employees eligible as per sub-para (a) above: (i) Public institutions run on a no profit no loss basis; (ii) Non-governmental but recognised - (1) Health institutions and hospitals; (2) Educational Trusts including Universities; and (3) Charitable institutions. (iii) Statutory bodies. (c) Registered Co-operative Housing Societies for giving loans for construction of houses to their members eligible under the Scheme. (d) Registered Co-operative Tenancy Societies working on Principle of collective ownership rather than of individual ownership for construction of houses to be let out to the members of the society or, where any house or tenements remain vacant for any period, to non-members on rent to be calculated at no-profit no-loss basis.

4.

Loan will also be admissible to Local Bodies (Nagar Mahapalika, Nagar Palikas and Improvement Trusts), for the construction of houses which will be sold (either outright or on hire-purchase basis) or let out by them to their own wholetime employees and also to other persons eligible under sub-para (a) of Rule 3 above on no-profit no-loss basis. Subject to the condition that not more than 33 1/3 per cent of the houses will be allotted to employees of Central and State Government including employees of semi-Government institutions and local bodies.

5. Maintenance of accounts.

- The accounts in respect of the loans disbursed out of the amount "received from the State Government under the Middle Income Group Housing Scheme shall be maintained in a separate register.

6. Eligibility of individuals for loans.

(1) A person desirous of constructing a house for residential purposes within the limits of a city or a municipality or within such areas outside the limits of the city or the municipality as may be specified in the notification under section 354 of the U.P. Nagar Mahapalika Adhiniyam, 1959 (U.P. Act No. II of 1959), or under Section 3 of U.P. Municipalities Act, 1916, as the case may be, shall be eligible for the loan, provided he satisfies the following conditions: (a) that his annual income from all sources is not less than Rs. 7,200 and not more than Rs. 15,000 exclusive of the income of other earning members of the family; the term 'income' in this regard will mean the income of the applicant as assessed for the purpose of income tax; (b) that he does not already own any house in his own name or in the name of his wife/minor children within the limits of the city or municipality or within such area outside the limits of the city or the municipality where he proposes to construct his house; (c) that he utilises the loan for the construction of a house which is required for his bona fide residential purposes; the loan will not be granted to person who already owns a house within the city or the municipality where he proposes to construct his house with the loan and the grounds that he cannot occupy his existing house because of its already being let out on rent or because it is situated at a place other than the place of his/her work or business, will not be accepted; (d) that he does not have more than one house in U.P. (e) he has not taken any loan for the construction of a house or purchase of a house under any Housing Scheme of the State or the Central Government either in his own name or in the name of his wife or dependent child; or has not previously availed himself/herself of any financial assistance from the Government for the construction of a house anywhere within India; (f) that, if he is a displaced person, the District Relief and Rehabilitation Officer certifies that he has not taken any loan for construction of a house under any of the Schemes of the Relief and Rehabilitation Department; and (g) that the cost of construction of the house (exclusive of the cost of development land) shall not exceed Rs. 35,000; (h) that where a plot is jointly owned by husband and wife the individual income of the applicant (whether husband or wife) shall be within the prescribed income range and the plot and the house to be constructed thereon shall be jointly mortgaged with the Board by the applicant and his/her spouse. (2) Loans can also be sanctioned by the Parishad to persons eligible under this scheme for the purchase also of newly built houses from reliable building companies or other private building agencies with the prior approval of the Parishad; provided that (i) such houses are purchased within a period not exceeding 12 months from the date of completion of construction; (ii) the Parishad is satisfied that the houses are reasonably priced and they are of acceptable standard of technical efficiency (i.e., in regard to durability, safety, etc.); and (iii) the persons who purchase these newly built houses undertake not to sell these for a period of at least 5 years from the date of their purchase.

7. Amount of loan.

(1) (a) The amount of the loan shall be restricted to eighty per cent. of the cost of construction of the house proposed to be constructed or purchased inclusive of the value of the land subject to a maximum of Rs. 25,000 per house. (b) No assistance shall be admissible towards cost of land and/or construction of a house in a colony of which the layout, has not been approved by the competent authority; and no loan assistance shall be granted in those cases where construction of the house has been commenced before the loan is sanctioned by the Parishad. (2) An advance (out of the approved

house-building loan) may be permitted by the sanctioning authority to an applicant for the purpose of completing the purchase of a developed plot of land for the construction of house where he has already paid 50 per cent, of the cost from his own resources; provided - (i) the amount already paid by the applicant towards the cost of the plot is not less than 25 per cent of the total house-building loan applied for by him and/or approved by the Parishad; and (ii) the total amount of loan for the construction of house and purchase of land therefor does not exceed Rs. 25,000.

8. Security for the loan.

(1) Every borrower shall be required to furnish the following securities:- (i) Personal security of the borrower himself. (ii) Mortgage in favour of Parishad of the land/house proposed to be constructed thereon, or the land and house proposed to be purchased by the borrower. (iii) One security of any person other than the borrower to the satisfaction of the Parishad. (2) Where an advance for purchase of land for constructing a house or for purchase of a house is sanctioned under sub-rule (2) or sub-rule (1) of Rule 7 to any person, he shall, in addition to the securities mentioned in sub-rule (1) furnish any of the following securities of the value of such loan: (i) Hypothecation of Government securities. (ii) Assignment in favour of the Parishad of an Insurance Policy or Fixed Deposit Receipt of a Bank or any other form of guarantee. The Insurance Policy shall be kept and for the full amount by the borrower or at his expense by the Parishad. (iii) Simple mortgage of immovable property. (iv) Any other property to the satisfaction of the Parishad. (v) Two personal, sureties of solvent persons who guarantee due observance and performance of various terms and conditions of the agreement which is to be executed by the borrower at the time of sanctioning the advance, till such time as the borrower has purchased the plot of land or the house, as the case may be, and has executed the prescribed mortgage deed in favour of the Parishad. (3) The Parishad may, at their discretion, require the applicant to furnish additional security where considered necessary. (4) An advance to the extent admissible in accordance with sub-rule (2) of Rule 6 for completing purchase of land, if required by the applicant will be made on his executing with the Parishad on agreement-cum-surety bond in the prescribed form. (5) The security referred to in clause (iii) of sub-rule (1) shall stand discharged as soon as the house has been completed. (6) The security referred to in sub-rule (2) shall stand discharged as soon as mortgage under clause (ii) of sub-rule (1) is duly executed.

9. Rate of interest of the loan.

- The rate of interest to be charged by the Board on loans granted by it shall not ordinarily exceed the interest payable by the Board to the State Government, Life Insurance Corporation, etc., by more than half per cent, per annum.

10. Repayment of loan with interest thereon.

(1) The loan will carry interest from the date on which it is advanced. (2) For the first twelve months from the date of advancing loan only simple interest as provided in these rules shall be paid in monthly instalments commencing from one month following and thereafter the principal and interest thereon shall be paid in equated monthly instalments within the maximum period

prescribed in Rule 17.

11. Application for loans.

- All applications for loan shall be submitted to the Housing Commissioner in the prescribed form which may be obtained from the office of the Parishad on payment of rupees two only. Documents and certificates mentioned in the application form shall invariably accompany the application.

12. Sanction for loan.

- The Housing Commissioner shall, after receipt of the applications, causes such scrutiny and inquiries to be made as he may deem proper and on completion thereof he shall pass necessary orders on the applications.

13. Priorities in advancement of loans.

- Priorities in granting of loans shall be fixed in the following order : (i) Applicants whose houses have been demolished or otherwise acquired in connection with any development scheme of the Parishad and who hold a plot of land. (ii) Applicants who possess a plot of land developed and leased out to them by the Parishad. (iii) Applicants having no residential house in the city or the municipality but owning a plot of land on which a house can be constructed. (iv) Applicants having no house of their own and also having no plot of land but desirous of building a house on a plot of land to be leased out or sold to them by the Parishad. (v) Others.

14. Disbursement of loan-A. Loan for construction of a house.

(1) (i) Loan for construction of house sanctioned, excluding the loan advanced for purchasing land for constructing the house, shall be advanced in three instalments consisting of twenty-five per cent, fifty per cent. and twenty-five per cent, according to the progress of the construction of the house and in no case, save in the case of loan for purchase of a newly built house under Rule 6 (2), shall the loan be advanced in lump sum. (ii) The first instalment, equal to twenty-five per cent. of the total amount of the sanctioned loan shall be released only when the borrower has executed the mortgage-deed, complied with the required necessary formalities and the Housing Commissioner is fully satisfied on the basis of the evidence produced by the borrower and after satisfying himself that the borrower has invested from his own resources a sum equivalent to at least twenty-five per cent. of the total loan. (iii) The second and third instalments not exceeding fifty per cent. and twenty-five per cent. of the sanctioned loan, respectively, shall be paid when the house in question has been verified to the satisfaction of the Housing Commissioner to have been constructed in accordance with sanctioned plan up to plinth level and roof level respectively. (iv) If the amount of the first instalment of the loan is not drawn within three months from the date of sanction, the loan may be cancelled. (v) The Housing Commissioner shall satisfy himself that the house has been completed according to plan and specifications and the borrower shall furnish a certificate to this effect to the Housing Commissioner from the competent authority. (vi) The advance for purchase of land shall be

sanctioned in one lump sum after borrower has furnished the security required therefor under these rules. B. Loan for purchase of house and land on which it stands. - (2) (i) The amount of the loan sanctioned for purchase of a house and land on which it stands shall not be released unless the Housing Commissioner is satisfied that the borrower has settled the purchase of a suitable house and has completed the preliminary formalities including those prescribed in Rule 6 (2), and has furnished one security prescribed under these rules. (ii) The borrower, shall be required to purchase the house and the land on which it stands within two months of the advance of the loan for the purpose and shall execute the prescribed mortgage deed within one month from the date of purchase of the same.

15. Restrictions of loans.

(1) Separate loans shall not be admissible on a joint basis. Maximum loan for one single house shall not be in any case, exceed the limit laid down in Rule 7. (2) No loan shall be admissible, for additions alterations or extension of an existing house. (3) No loan shall be given for construction of a shop-cum - residential accommodation. (4) Loan under this Scheme is admissible only for construction of new houses and for purchase of houses newly built by reliable building companies or other private building agencies and shall not therefore be advanced in respect of the houses the construction of which has been started or completed by a prospective borrower before the loan is duly sanctioned by the Parishad (except the construction of which is done in order to make up the investment of the borrower to at least twenty-five per cent. of the total loan).

16. Repayment and further interest in case of default.

- Repayment shall be made in the manner laid down in Rule 10. Each instalment shall become due on the first day of every month. If any instalment remains unpaid by the fifteenth day of the month, the borrower shall be liable to pay further interest on such instalment at the rate of three per cent. per annum over and above the rate of interest leviable under Rule 9 till repayment has been paid. In case of any provisions of the rules the entire outstanding amount of the loan with interest shall become payable forthwith and without prejudice to any other mode of recovery under the U.P. Avas Evam Vikas Parishad Adhiniyam, 1965, or any other law for the time being in force, shall be recoverable as arrears of land revenue. In case the unpaid amount of the instalment is not made for a period of three months from the date it fell due, the Housing Commissioner shall be at liberty to take unconditional possession of land and building covered by the loan besides taking such other action as may be open to it under the law and/or these rules. In case where a borrower is desirous of altering the monthly equated instalments by offering to repay the loan in a period shorter than the originally stipulated one, he may, during the currency of the entire period of repayment, exercise a maximum of two options for altering the number and quantum of monthly equated instalments, exclusive of the first option exercised by him at the time of execution of the prescribed agreement/mortgage-cum-surety bond. Any such option, to be exercised by a borrower, should be for curtailment and not for extension of the period of repayment. In such cases, the recovery of the balance amount of loan will be regulated as follows: (i) The manner of repayment of loan/balance of loan with interest, shall continue to be in monthly equated instalments; (ii) The balance of loan, outstanding before the date on which the option is exercised, shall be treated for purposes of

calculation of monthly equated instalment in respect of the outstanding loan, as a fresh loan; and(iii)The rate of interest to be charged from the borrower in respect of the outstanding loan, will remain unchanged.

17. Full repayment before 23-1/2 years.

- (i) The loan shall be repayable within 23-1/2 years from the date on which the first instalment is advanced in the manner prescribed in the sub-rule (2) of Rule 10. However, it shall be open to a borrower to deposit the entire amount outstanding against him together with interest due at any time during the term of repayment.(ii)In case of loan for purchase of land and construction of house thereon, the intending borrower shall not be required to submit the plan showing the details of land proposed to be purchased and a (construction) building plan duly sanctioned by the Prescribed Authority/Municipal Board or other competent authority concerned, which the borrower proposes to construct on the plot and the same shall be submitted by the applicant within a period of one month from the date of purchase of the land and he shall follow the specification submitted by him.

18. Plans and specifications.

- The intending borrower shall submit with his application form building plan duly sanctioned by the Prescribed Authority/ Municipal Board or other competent authority concerned and shall follow at least the specification enclosed with the application form.

19. Insurance of house against loss or damage by fire.

- The borrower shall at his own expense get insured the house against fire with the Life Insurance Corporation of India, within one month from the date of completion of the house for an amount not less than the amount of the loan and shall maintain the same for an amount not less than the principal and interest outstanding against him from time to time.

20.

The State Government may relax any of the above rules as it may, having regard to natural justice in special circumstances of a case, consider proper.

21.

The applicant shall complete the construction of the house within one year of the date of the drawal of the first instalment of the loan or by a specific date not beyond two years of the date of drawal of the first instalment of the loan as may be determined by the Parishad at the time of sanctioning the loan.

22.

If there is no substantial progress in construction within six months after the date of advance of the instalment (s) of loan or if the progress made has no reasonable relation to the amount of money advanced, or if the applicant fails to observe these rules or any other condition governing the loan the Housing Commissioner shall be at liberty to recover the outstanding amount of the loan already advanced together with interest due in one lump sum and to withhold the payment of remaining instalment (s), if any, after giving reasonable notice in writing to the borrower.

23.

The applicant shall utilise the amount advanced under the scheme only for the purpose for which it is advanced and for no other purpose.

24.

Except with the previous sanction in writing of the Parishad, the applicant shall not transfer by way of sale, gift or mortgage or otherwise the land and the building erected or purchased by the borrower or any right or title or interest therein till such time as the full amount of the loan and interest due has been repaid to the Parishad.

25.

The applicant shall maintain a regular, accurate, separate and complete account of all expenses incurred and stocks and materials purchased in connection with the construction of the said house, and shall furnish such returns and information as may be required by the Parishad from time to time and shall allow any person or persons authorised by the Parishad to inspect the same. The applicant shall at all reasonable times permit any person or persons authorised by the Parishad to inspect the building under construction and the building materials and stocks built or purchased with the aid of the loan advanced to him.

26.

The loanee shall maintain the house in good repair, and shall pay all rates and taxes, regularly and shall keep the house insured, at his own expense, with the Life Insurance Corporation of India only or with any other company approved or in writing by the Parishad, against such other risks, if any, as may be prescribed by the Parishad from time to time.

27.

Till such time as the loan has been repaid in full with interest the loanee shall be required to obtain in writing permission of the Parishad to make any alteration in the house, once constructed according to approved plan.

28. Action in case of breach of any of the terms.

- In the event of breach of any of the terms or conditions contained in these rules and in the instrument to be executed by the applicant, the entire amount of loan advanced shall become payable forthwith in lump sum and the Parishad shall be entitled to foreclose the mortgage, eject all occupiers of the house and take possession of the same. Annexure 'A' Application for loan under the Middle Income Group Housing Scheme

Note - Please give clear statements in columns provided in the form and enclose documents and certificates in support of your statements.

Proof Enclosure No.....

1.

Amount

2.

Name of

3.

Permane

4.

Postal ad

(Note.- Any change in address be communicated to the Sanctioning Authority without delay).

5.

(i) Are yo
Pakistan?

(ii) If so, have you taken any loan for a house under the Relief and Rehabilitation Scheme?

(iii) Has a house been allotted to you under the said scheme?

(Note.- Please enclose certificate issued by the District Relief and Rehabilitation Officer in support of your statement).

6.

Age of th

7.

Annual in
income

(Note)-- Documentary evidence of income assessed for the purpose of income-tax or a certificate of Income from the employer to the effect that the borrower has been assessed to income-tax and that he is eligible for grant of loan under these regulations will be taken in proof of the income of the intending borrower).

8.

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9.

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10.

(i) Full particulars of the site of the plot, i.e.,

Khasra No./Plot No./Mohalla/Colony/Street/City/Municipality/Village/Paragana/Tahsil/District

(ii) Total area of the Plot (in square feet)

(iii) Plinth area of the Plot (in square feet)

11.

Certificate by Sri.....

(To be verified by a Technical person not below the rank of an Overseer).

12.

If outside these limits, is the proposed site situated within the area outside the limits of the city or Municipality as may be specified in the Notification under section 354 of the Uttar Pradesh Nagar Mahapalika Adhiniyam, 1959 (U.P. Act No. II of 1959), or under section 3 of the U.P. Municipalities Act, 1916?

(Give full particulars of the site of the plot, i.e., Khasra No./Plot No./Mohalla/Colony/Street/City/Municipality/Village, Tahsil and District)

13.

(Please enclose the sanctioned..... Enclosure No. plan with an attested copy of the sanction order)

14.

(Please enclose original sale-deed and its one attested copy and a certificate of a person who examined Registration office record).

Sri..... Address)..... Enclosure No.....

15.

16.

17.

If so, please give full particulars of the said house, i.e., No. of Plot/locality/Mohalla/street/colony, etc.

18.

If so, please give full particulars of the house/houses i.e., No./Locality/Mohalla/Colony/Khasra Plot No./Name of City/Town/Village/Pargana/Tahsil/District

19.

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If so, please give full details

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[Notes. - (1) The loan will carry interest from the date on which it is advanced.

(2) For the first twelve months from the date of advancing the loan only simple interest as provided shall be paid in monthly installments commencing from the month following and thereafter the principal and interest thereon shall be paid in equated monthly installments within the maximum period of 23-1/2 years.]

23.

24.

Declaration by the applicant

25. I hereby declare that -

(1) I am the absolute owner of the proposed site of the building. (2) The statements made by me in the above application are correct. (3) I do not own any house within the limits of the city/or

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municipality/or outside the limits of the city or municipality where I propose to construct the house.(4)I do not own more than one house in Uttar Pradesh.(5)I have not availed of any other financial assistance for the construction/purchase of a house from any Government (Central or State), source previously anywhere in India either in my own name/or in the name of my wife/husband or dependent child.(6)The amount of loan proposed to be borrowed is required and shall be utilised for the construction or purchase, as the case may be, of the proposed house for any bona fide residential purpose. It is neither required nor shall the same be incurred on additions, alterations or extensions of an existing house.(7)I have carefully read and understood the regulations of the Parishad for disbursement of loan under the Low Income Group Housing Scheme and hereby undertake to observe the same.(8)In case of any' breach of the terms and conditions of the aforesaid regulations, the sanction order and the Agreement/Mortgage Deed, the Housing Commissioner shall be entitled to recover the entire amount, balance of principal outstanding with interest due thereon in one lump sum and also to take further action as provided under the law.Signature of the applicant.Date.....Witness.....Name.....Address.....To be signed by M.P./M.L.A./M.L.C./Member of Mahapalika/Nagar Palika/Magistrate or Gazetted Officer.I (name).....(Designation).....(Address).....certify that Sri.....(applicant) is personally known to me and to the best of my knowledge and belief, the statements made by him/her in the application forms are correct.Date.....Signature.....Annexure 'B'Specifications for construction of houses under the Middle Income Group Housing Scheme

1.

(a)Local streets except as hereinafter provided shall have a minimum width of 40 feet streets adjoining a park or any such other public open space, i.e., with development only on one side may have a width of 30 feet.(b)Sanitary lanes should be of a minimum width of 12 feet in the rear of all property fronting on all roads.(c)The minimum size of any plot should not be less than 1,350 square feet with minimum average depth of 50 feet.(d)An area of not less than 10 per cent. of the gross area should be left open to be utilised as parks or children's play spaces.

2.

All houses' plans must be drawn properly to a scale of 8 feet to inch and should show plans of all the floors, all street elevations and sections, of which one must be through stair-case. The site plan should show the location of the house, width of front size and rear yards (if any), drainage lines and water-supply lines.

3.

Every house should have at least two rooms, one bath, W.C. and a kitchen.

4.

The size of the living room shall not be less than 100 square feet with a minimum side of 9 feet. Other size shall not be less than the following: (1) Kitchen 60 square feet. (2) Latrine 12 square feet. (3) Bathroom 16 square feet. (4) Combined W.C. and bath 28 square feet.

5.

An open space of not less than 4 feet in width must be left along the entire frontage of the plot. In case the plot abuts two or more roads such open space must be left along all the roads.

6.

Shops are not permissible.

7.

All rooms should have at least one window, opening directly to the open air or an open verandah. The aggregate open area of all the windows should not be less than 10 per cent. of the floor area.

8.

Not more than 2/3rd of the total area of the plot should be covered.

9.

The plinth area of a house should not be less than 400 sq. ft. and not more than 3,200 sq. ft.;

10.

No living room should be less than 10.5 feet in height measured from the floor finish to the next above floor finish.

11.

Other height should be as below: Kitchen 10 feet clear from floor to ceiling. Garage, latrine, bath, W.C. and store 8 feet clear from floor to ceiling.

12.

Any part of the house except garage, and servant quarters should not be less than 1 feet above the determined level of the abutting street footpath or the surrounding ground. The plinth height of the

garages and the servant quarters may however be reduced to half foot.

13. Fire places and Chullah flues.

- Fire places and Chullah flue will have proper flues to make them smokeless. Design may be smokeless design may vary according to requirements.

14. Apron.

-3 feet with, 4.5" thick (unrammed thickness) rammed kankar or flat bricks laid in kankar, lime or 1:6 cement and sand mortar over 3" lime concrete and pointed with 1:2 cement and sand mortar apron shall be provided in front and sides of the main building. Note. --There will, however, be no objection if the borrower adopts equivalent or better specification for any particular item in the house.

15. Foundation and plinth.

- The foundation concrete shall consist of 100 eft. of 1.5 gauge first class brick ballast and 33 eft. of kankar lime or one part white lime, three parts surkhi or cinder and six parts brick ballast. The brick work in foundation and plinth shall be of first class bricks in 1:6 cement and local sand mortar or 1:3 white lime arid surkhi or cinder mortar.

16. Damp-proof coarse.

- It shall be $\frac{3}{4}$ " thick and would consist of cement and coarse sand mixed in the ratio of 1:2 with 5 per cent. of PUDLO or Composeal in the ratio of one packet to one bag of cement. It will be laid on walls at plinth level.

17. Superstructure masonry.

- All superstructure masonry shall be in first class brick work in mud except at the following places which shall be in first class brick work in 1:6 cement mortar or 1:3 white lime and surkhi or cinder mortar: (a) Verandah pillars. (b) Jambs of all doors and windows and opening up to a width of 13.5". (c) Bottom 6" at floor level and top 6" at roof level. (d) 4.5" thick window sills. (e) Courtyard walls pillars. (f) All 4" thick walls of bath and W.C's. Note. - 1.5" reveal shall be given on walls along all chaukhats.

18. Chaukhats.

- These shall be made of Indian sal. The size of door chaukhats shall be at least 3"x 3" and that of window 2"x 3". Hidden faces of chaukhats shall be given two coats of both coaltar. Door chaukhats shall be fixed with six number 1.5"x $\frac{1}{2}$ "x 9" long hold fasts and window chaukhats shall be fixed with 4 number of such hold fasts.

19. Lintels over all verandahs and other openings and sunshades.

- These shall be reinforced brick work with first class bricks and cement and coarse sand mortar in the ratio of 1:3 or of reinforced cement concrete in the ratio of 1 part cement, 2 parts coarse sand and 4 parts of stone grit. In those areas where sand or some other type of stone slabs are available easily and cheap, the lintels etc., can be of stone slabs of suitable thickness.

20. Roofs.

- These can be one of the following types : (a) Reinforced brick roofing or reinforced cement concrete roof. (b) Jack arch roofing. (c) A.C. sheet roofing. (d) Stone or brick tiles laid on wooden 'Karis'. Reinforced brick roof shall consist of first class bricks laid in 1:3 cement and coarse sand mortar with reinforcement according to design. The thickness of R.B. roofs can be kept 3", 4.5", 6" and 7.5" according to span. On roofs open to sun 1.5" insulation layer consisting of 1/2" of earth and 1" of sand shall be provided and 4.5" thick lime concrete terracing shall be provided over insulation layer. It shall consist of 100 cft. of 1" gauge first class brick ballast mixed with 45 cft. of kankar lime, of 16 cft. of white lime with 32 cft. of surkhi. Roof terracing shall have a minimum slope of 1 in 48. For first floor construction works floor can be laid directly over the roof. Sloping roofs can be laid over bath-rooms and W.C. on these roofs 1/2" thick 1:2 cement and coarse sand plaster mixed with some water-proofing compound shall be provided. Reinforced cement concrete can also be laid for roof where good bricks are not available or where it is not possible to lay R.B. roof. It shall consist of 1 part of cement, 2 parts coarse sand and 4 parts stone. Reinforcement shall be provided according to design. Jack arch roofing consists of 4.5" thick jack arches of 4' to 6' span having a rise equal to 1/8' span with first class bricks in kankar lime or 1:6 cement and sand mortar supported on R. S. joists. The end span of arches shall be provided with the required size of the rods. Haunches shall be filled with concrete and span at insulation layer and lime concrete roof terracing shall be provided. Where it is not essential to keep the top of roof flat; asbestos cement sheet roof can be provided. Those sheets are supported on wooden rafters and battens. Rafters are anchored to the walls by means of anchor bolts embedded in concrete. A.C. Sheets are fastened to the battens by means of J. bolts and nuts or coach screws. The sheets shall be fixed in a manner so that there is lap of at least 6 longitudinally and lap of one conjugation transversely. To avoid any leaks bitumen washers shall be provided with every nut and holes should be drilled and shall not be punched. If it is not possible to provide any of the above types of roof, wooden rafters (Karis) of seasoned sal wood or mango wood can be provided at suitable intervals. Over these Karis can be provided stone slabs or brick tiles. Insulation layer and lime concrete shall always be provided over stone slab or brick tiles.

21. Floors.

- Floors can be any of the following types: (1) 1" plain cement concrete floor with over 3" thick lime concrete. The cement concrete shall consist of 1 part cement, 2 parts coarse sand and 4 parts 3/4" stone grit. The floors shall be finished with 1/8" thick layer of 4 parts cement mixed with 1 part marble dust. The floors shall be laid in alternative panels and no panel shall be more than 18 square feet in area. (2) Brick on edge floors. - It consist of first class brick laid on edge with kankar lime or

white lime and surkhi or cinder (1:3) mortar or (1:6) cement and sand mortar over 3' thick lime concrete. The floor shall be pointed with 1:2 cement and sand mortar. Specification for lime concrete in floors shall be same as for foundation concrete.

22. Door and windows leaves.

- Door leaves shall be at least 1.5" thick of Shisham, Deodar, Teak or plywood and should be fully panelled. All window leaves shall be fully glazed and should be at least 1.5" thick of Deodar, Shisham or Teak. Fittings can be of steel or brass.

23. Finishing.

- All interior and exterior faces of walls, ceiling, chajjas, stair cases, etc. will be given cement plaster 1/2" thick of cement and local sand mortar in 1:6 ratio except at following places specified separately. Plaster of ceiling shall be 1/2" thick but of 1:4 mixture: (a) Struck cement pointing, if any, in 1:2 cement and local sand mortar on the outer face of the wall. (b) 1:2 cement and local sand plaster 3/8" thick (i) up to 4' height on walls inside the baths; (ii) riser of steps. (iii) sides of outside steps. All inside walls and ceiling of rooms, baths and W.C. roofed over and verandah shall be given 3 coats of white-wash. Soffits of staircase lintels and their parapets will also be white-washed. All doors and windows shall be painted with one painting coat and two coats of approved varnish or paint.

24. Contraction joint on roof terracing.

- All roof slabs will have 1/8" joints on internal walls except 4.5". walls 1/2" contraction joints with raised edges will also be provided in roof terracing at all places where there is a joint in roof. These joints will be filled with hot mixture of bitumen and sand. The slopes of terracing should be such that water does not cross these joints.

25. Almirah shelves.

- 9" wide and 3.5" to 4' long R.C.C. shelves will be 1.5" thick and all the sides plastered with 1:6 cement mortar. The concrete for R.C.C. shall consist of 1 part cement, 2 parts coarse sand and 4 parts stone chips of 3/4" gauge.

26. Rain water spouts.

- These will be of cast iron or Asbestos pipes 4" diameter platform 2' X 3' will be constructed on ground level below these spouts to catch the water. The platforms will be of 1:2:4, i.e.; and of 1" thickness over 3" lime concrete as in case of floors. Annexure "C" Middle Income Group Housing Scheme Mortgage Deed (To secure loan taken for construction of house on the developed plot of land) THIS DEED OF MORTGAGE is made on the..... day of..... one thousand nine hundred and..... BETWEEN Sri..... age..... years, son of Sri..... resident, of..... occupation..... (hereinafter called "the

borrower") of the first Part and U.P. Avas Evam Vikas Parishad, Lucknow, a Parishad constituted under the U.P. Avas Evam Vikas Parishad Adhiniyam, 1955, with its Head Office at Lucknow (herein after called "the Parishad") of the second Part and Sri.....son of Sri.....resident of.....(hereinafter called the surety of the third Part); WHEREAS the Government of U.P. have launched A Middle Income Group Housing Scheme to provide long terms credit to the public in the Middle Income Group to enable them to construct houses for their own use. AND WHEREAS to facilitate the disbursement of the said loans to such persons as to fulfill the requirements of the said scheme, the Government of U.P. has agreed to place funds in the hands of the Parishad (as interest bearing loan to the Parishad), the Parishad has issued as a leaflet containing the regulations governing advance of loans for construction of residential houses under the Middle Income Group Housing Schemes as approved by the Parishad (hereinafter called "the said regulations" which expression shall include any amendments thereto for the time being in force). AND WHEREAS the borrower is eligible to request for a loan under the said regulations, AND WHEREAS by an agreement, dated.....day of.....19.....and made between the borrower of the one part and the Parishad of the second part, the parishad has agreed to advance and lend to the borrower the sum of Rs.....(in words) Rs.....only for the purpose of construction of a house on plot on land bearing.....situated in mohalla..... City/Town.....districtdescribed and intended to-be hereby transferred and assured as security for such loan the borrower agreed to execute a mortgage in favour of the Parishad in the form of these presents: AND WHEREAS under the Agreement hereinbefore recited the Parishad also agreed to lend to the Borrower the sum of Rs.....(in words) Rs.....only for the purpose of enabling the borrower to construct a suitable residence for his own use on the land as aforesaid, and in pursuance of the said agreement the Borrower is to execute a mortgage in favour of the Parishad in the form of these presents: AND WHEREAS the surety has jointly and severally agreed to give security/stand surety for the proper utilization and repayment of such loan in the manner hereinafter appearing in the said Regulations. NOW THIS DEED WITNESSES as follows : In pursuance of the hereinbefore recited Agreement made on the..... day of.....19.....and in consideration of the sum of Rs.....(in words) Rs.....only to be paid by the Parishad to the Borrower in the instalments mentioned in the Schedule to enable the borrower to construct a suitable residence for his own use on the land as aforesaid, the Borrower hereby covenants with the Parishad as follows: (1) That the said sum of Rs.....(in words) Rs.....only to be advanced for construction of house as aforesaid shall be repaid by the Borrower to the Parishad together with interest thereon at.....per cent, per annum (calculated with six-monthly rents) in.....equated monthly instalment within.....years from the date the loan for purchase, if land was advanced, the first of such repayment of instalment to be due on or before the first day of the month immediately following the expiry of.....month from the date the first instalment of the loan is advanced. During the First.....months only simple interest at the above rate will be payable by the Borrower which will be added to the principal sum and the said equated instalment shall be calculated accordingly. (2) That each instalment of principal with interest shall become due and payable on the 1st day of every month and if any of the instalment or interest or both are not paid by the 15th day of the month to which payment relates, interest on the sum of sums that are in arrears shall be paid at the rate of.....percent per annum for so long as the arrears are not paid, provided that this provision for the payment of enhanced interest shall in no way prejudice or effect the exercise by the Parishad or remedies vested in it by law of this

deed.(3)That notwithstanding the stipulation regarding payment of equated monthly instalments as aforesaid, the Borrower may repay the whole amount of the loan or any portion thereof and the interest that has accrued thereon at any time before the date on which the loan or any instalment thereof falls due for payment.(4)That the Borrower shall maintain a regular, accurate, separate and complete account of the expenses incurred and the stock and material purchased in connection with the construction of the said house and shall furnish such returns and information as may be required by the Parishad or the Housing Commissioner from time to time. The Borrower shall also permit any person or persons authorised by the Parishad and on the Housing Commissioner to inspect the construction, the building material and stock purchased or the account in connection therewith and shall carry out such instructions as may be given by the Parishad or the Housing Commissioner.(5)That the Borrower shall soon after the first instalment of the said loan is drawn by him commence and erect on the land hereby mortgaged a suitable residence for his own use and shall in any case complete construction thereon at least of the value of Rs.....(excluding the cost of land) within.....months completed from the date the first instalment for construction of house was advanced.(6)That in the construction of the said house the Borrower shall invest from his own funds at least an amount equal to 20 per cent, of the cost of such construction.(7)That if 80 per cent, of the actual cost of construction of the house inclusive of the value of the land is less than the amount of loan, the Borrower will repay the difference to the Parishad forthwith,(8)That the Borrower shall utilize the amount advanced hereunder for the purpose of construction of the house on the land hereby mortgaged, and for no other purpose whatsoever.(9)That the Borrower shall not except with the previous permission in writing of the Parishad transfer by way of sale, gift, mortgage or otherwise the land aforesaid or the building erected thereon or his right, title or interest therein or remove the materials thereof until such time as the full amount of the said loan and interest has been paid.(10)That the property here under mortgaged is free from encumbrances.

2. For the consideration aforesaid the Borrower hereby transfers by way of simple mortgage to the Parishad. All that land described in the Schedule hereto alongwith the house to be constructed thereon and the materials stored thereon TO THE INTENT that the said premise shall remain and be charged as security for repayment to the Parishad of the said principal money, interest and cost in accordance with the covenants hereinbefore contained.

3. That if for any reason the Borrower abandons the idea of constructing the house or fails to construct the house within the period prescribed in that behalf under this deed or whenever the said repayment instalment of principal or any instalment of interest shall be in arrear and unpaid for a period of three calendar months whether the same shall have been lawfully demanded or not or if there shall be a breach or non-observance of any the covenants by the Borrower herein contained or if he Borrower shall neglect to keep the mortgaged premises or any part thereof in good and substantial

repair to pay the rent. rates, assessments, outgoings, dues and duties, if it appears to the Parishad to the Housing Commissioner that false or misleading information on any material point was given by the Borrower at the time of obtaining the loan or if there is a reasonable apprehension that the Borrower is unable to pay its debts then and in any such case the Parishad/Housing Commissioner may, notwithstanding anything to the contrary said in this deed, order the Borrower to repay in full forthwith outstanding amount of the loan with interest.

4. That in the event of the failure the Borrower to pay the amount of the loan or any part thereof remaining payable by him or the interest thereon either pursuant to an order of the Parishad or Housing Commissioner to pay the whole amount due or on the moneys becoming payable by the Borrower otherwise, it shall be lawful for the Parishad without prejudice to any other remedy available to sell all or any of the property hereby mortgaged by the Borrower either by public auction or private contract and to apply the sale proceeds towards repayment of the amount due from the Borrower including all costs, charges and expresses. In case, however, the realization from the property in manner aforesaid falls short of the amount due from the Borrower, the Parishad or the Housing Commissioner shall be entitled to recover the same personally from the Borrower as well as from the movable or other immovable property belonging to the Borrower.

5. That the Borrower shall insure the said house when constructed in the joint names of the Borrowers and the Parishad in one of the subsidiaries of the Life Insurance Corporation to the extent of the loan paid for the construction of house or completion of purchase of land and construction of house thereon or purchase of a newly constructed house with land on which it stands against loss or damage by fire and or any other risk and shall deliver the policy or policies to the Parishad. The Borrower shall keep such insurance policy alive till the entire loan and the interest by virtue of these presents is paid of in full to the Parishad and till such time as the entire loan and interest is not paid of the Borrower pay all premia and sums of money necessary for keeping such insurance on foot and deliver to the Parishad/Housing Commissioner the receipt for every such payment within seven days after the same shall have become due. If the Borrower shall neglect or refuse to effect such insurance as aforesaid or to keep the same

on foot by making such payment as aforesaid to the Parishad/Housing Commissioner it shall be lawful for the Parishad/Housing Commissioner to insure all such property as aforesaid or amount to any of the deficiency and to pay all premia on such insurance. The Borrower on demand shall repay to the Parishad all moneys expended by the Parishad in or about such insurance as aforesaid and all other costs and expenses properly incurred by it/him and will pay interest at.....per cent. per annum upon any such sum until the same shall have been repaid by the Borrower to the Parishad/Housing Commissioner and the Parishad/Housing Commissioner shall be entitled to recover all such moneys, from the Borrower along with the repayment of instalments as arrears of land revenue.

6. IT IS HEREBY FURTHER AGREED AND DECLARED by the parties hereto as follows:

(1) That without prejudice to anything contained in this deed the Borrower and every property belonging to and held by him shall be bound for the repayment of the amount due under this deed. (2) That the Borrower shall truly observe the provisions of the said regulations for the time being in force.

7. In consideration of the Parishad granting a loan to the Borrower as aforesaid, the surety jointly and severally hereby guarantees the repayment of the same with interest thereon to the Parishad/Housing Commissioner in accordance with the terms and conditions hereinbefore mentioned and in the event of failure by the Borrower to repay the same, the Parishad shall be at liberty to obtain repayment of the same from the surety personally or his movable and immovable property as arrears of land revenue.

PROVIDED ALWAYS and it is hereby agreed between the parties hereto that the guarantee herein given shall determine upon the Borrower completing the construction of the house on the land, hereby mortgaged: Provided HOWEVER that the value of such constructed house (excluding the cost of land) shall be Rs.....at least as provided in the said regulations.

8. The expressions "the Borrower", "the Parishad" and the "sureties" hereinbefore used shall unless such an interpretation be inconsistent with the context include their case of the former all persons and the heirs, successors, representatives and assigns. Provided further that the Borrower includes of each and every person upon whose behalf the Borrower is now entitled to contract or to accept the benefit of a contract in relation to

transaction herein contained whether such person or persons are named herein or not.

9. Any disputes or difference, which may at any time arise between the parties hereto, their respective representative or assigns, touching or arising out of or in respect of these presents or the subject-matter thereof (the settlement of which has not been hereinbefore provided for) shall be referred to an Arbitrator to be appointed by the Legal Remembrancer to the State Government and the decision of the Arbitrator shall be final and binding on the parties to this Agreement.

IN WITNESS WHEREOF the Borrowers, the Surety and.....for and on behalf of the Parishad have signed this deed on the day and year above written. The Schedule herein referred to (Details of the land hereby Mortgaged) Plot No.....in mohalla.....Thanawithin.....limits of.....and bounded as follows - On the north by On the south by On the east by On the west by Detail or the instalments in which the said loan shall be paid by the Parishad to 'the Borrower' First instalment equivalent at.....per cent. of the loan to be advanced on execution of this mortgage deed and after the Borrower satisfies the Housing Commissioner that he has invested at least an amount equal to 20 per cent. of the estimated cost of the proposed house Rs.....Second instalment equivalent at..... per cent. of the loan to be advanced on the satisfaction of the Housing Commissioner to the effect that the construction has reached the Plinth level Rs.....Third instalment equivalent to.....per. cent of the loan to be advanced on the satisfaction of the Housing Commissioner to the effect that the construction has reached the roof level Rs.....Signed by the Borrower/the Surety, For and on behalf of the Parishad. In the presence of

1.

.....Address.....Occupation.....

2.

.....Address.....Occupation.....Middle Income Group Housing Scheme (Loan Agreement Form) (For purchase of developed land and the construction of house thereon with the aid of the loan taken under the above Scheme). AN AGREEMENT made this.....day of.....one thousand nine hundred and.....BETWEEN Sri.....aged.years, son of Sri.....Occupation.....(hereinafter called 'the Borrower') of the one part I AND the U.P. Avas Evam Vikas Parishad constituted under the U.P. Avas Evam Vikas Parishad Adhiniyam, 1965, with its HEAD OFFICE at Lucknow (hereinafter called 'the Parishad') of the second part, and Sri.....son of.....resident of.....(hereinafter called 'the sunt') of the third part; WHEREAS the Government of U.P. have launched at.....Income Group Housing Scheme to provide long term credit to the public in the.. Income

Group to enable them to construct houses for their own use, AND WHEREAS to facilitate disbursement of the said loans to such eligible persons, the Government of U.P. has agreed to place funds in hands of the Parishad (as interest bearing loan to the Parishad) and the Parishad has issued a leaflet containing the regulations governing advance of loans for construction of residential houses under the.....Income Group Housing Scheme as approved by the Parishad (hereinafter called 'the said regulations' which expression shall include any amendments thereto for the time being in force), AND WHEREAS the Borrower is eligible to request for a loan; AND WHEREAS at request of the Borrower the Parishad has agreed to advance to the Borrower the following loans: Rs.....to the completion of the purchase of land and Rs.....for the construction of a house on the developed land purchased, as aforesaid, or Rs.....for purchase of a Newly Built House (with land on which it stands); AND WHEREAS the Borrower has agreed to furnish all such securities and collateral and other securities as may be required under the said regulations for the time being in force in order that the Parishad's moneys for the time being remaining outstanding against the Borrower to be repaid with interest thereon under the said Regulations may remain fully secured to the satisfaction of the Parishad; NOW THESE PRESENTS WITNESS and the Parties hereto hereby agreed and declared as follows:

1. In consideration of the Parishad agreeing to lend to the Borrower a sum of Rs.....to enable him to complete the purchase of a piece of land for the construction of a house for his own use under the.....Income Group Housing Scheme of the U.P. Government the Borrower hereby covenants with the Parishad as follows:

(a) That within two months from the date of payment of the said loan to the Borrower, the Borrower will expend the full amount of the said loan Rs.....in the purchase of the land within the limits of.....(name of town/city/area) and if the actual price paid is less than the loan he will repay the difference to the Parishad forthwith. (b) That the Borrower shall soon after the purchase of land aforesaid furnish to the Parishad the original Deed of Sale giving full particulars and description of the plot of land purchased out of the loan money and in particular satisfy the Parishad that the vendor of the said land has good title to sell the land and also that the land has been purchased free from encumbrances. If the Borrower shall fail to satisfy the Parishad that the Borrower has acquired good and subsisting title over the land and the land is free from all encumbrances, it shall be lawful for the Parishad to ask the Borrower to purchase any other land having good and valid title or the Parishad may order the Borrower to refund the said loan money with interest thereon forthwith, and the Parishad may recover all such moneys by sale of or enforcing the securities which the Borrower may furnish as required by the said regulations before the loan for purchase of land is advanced to him. (c) That the Borrower shall immediately and in any case within three months of the payment of the said loan money mortgage in favour of the Parishad the loan so purchased as aforesaid together with all constructions made or to be made thereon. (d) That if the Borrower fails to purchase a piece of land as aforesaid or upon purchase thereof fails to mortgage it in favour of the Parishad within the period and as stipulated hereinbefore or if the Borrower fails to construct the house within the period and in accordance with the stipulations hereunder contained or if he within that period becomes insolvent or dies, the whole

amount of loan and interest accrued thereon shall become due and payable to the Parishad forthwith and Parishad may recover all such moneys by sale of or by enforcing of securities furnished by the Borrower under the said Regulations.(e)That the Borrower shall soon after the purchase of land as aforesaid, furnished to the Parishad the plan of the house to be constructed duly approved by the Competent Authority (Municipality/Municipal Corporation/Prescribed Authority in the Regulated Area) together with the estimated cost of the constructions duly certified by a Technical Officer not below the rank of an Overseer of the U.P. Government and shall immediately commence and erect on the said land a suitable residence for his own use and shall in any case complete the same - (i) within 12 months computed from the date of the loan for the purchase of land/construction of house is advanced; or (ii) by the end of the financial year in which the first instalment of the loan is advanced.(f)That in the purchase of the land the Borrower has already invested from his own funds at least an amount equal to 50 per cent of the price of the land and 25 per cent. of the total amount of the loan applied for by the Borrower/or sanctioned by the Parishad.(g)That all loan to be advanced under the scheme shall be subject to availability of funds with the Parishad.

2. In further Pursuance of the said agreement and in consideration of the Parishad agreeing to lend to the Borrower a sum of Rs.....(in the instalments provided in the said Regulations) to enable him to erect a house for his own use on the land purchased as aforesaid the Borrower hereby covenants with the Parishad as follows:

(a)That before the loan for construction of house is paid to the Borrower he will furnish to the Parishad a plan of the proposed house duly approved by the Competent Authority (Municipality/ Corporation/Prescribed Authority of Regulated Area) together with the estimated amount of construction duly certified by a Technical Officer not below the rank of an Overseer of the U.P. Government. If the loan agreed to be paid here under for construction of the house exceeds 80 per cent, of the said estimated cost, it shall be lawful for the Parishad to reduce the amount of loan for construction of house rateably.(b)That within 12 months from the date of advance of the 1st instalment of the loan or by the end of the financial year of the date of advance of the first instalment of the loan. The Borrower will expend the full amount of the said loan in the construction of a suitable residence for his own use on the land purchased and mortgaged as aforesaid and if 80 per cent. of the actual cost of construction is less than the loan, he will repay the difference to the Parishad forthwith.(c)That the Borrower shall immediately' upon the purchase of land as aforesaid commence and erect thereon a suitable residence for his own use and shall in any case complete construction thereon at least of the value of Rs..... (excluding the cost of land) within.....month computed from the date the loan for purchase of land is advanced:(d)That in the construction of the said house the Borrower shall invest from his own funds atleast an amount equal to 20 per cent of the total cost of construction.

3. The parties hereto hereby further agree and declare as follows:

(1) That all money lent by the Parishad to the Borrower by virtue of these presents should be repaid by the Borrower together with interest thereon at the rate of.....per cent. per annum (calculated with six monthly rents) in.....equated monthly instalments within.....year from the date the loan for the purchase of land is advanced, the first of such repayment of instalments to be due on or before the first day of the month immediately following the expiry of.....months from the date of the advance of the loan for purchase of land during the first.....months only simple interest at the above rate will be payable by the Borrower which will be added to the principal sum and the said equated instalment shall be calculated accordingly. (2) That each instalment of principal and interest shall become due and payable on the first day of every month and if any instalment of principal or interest or both are not paid by the 15th day of the month to which the payment relates, interest in the sum or sums that are in arrears are not paid, provided that this provision for . the payment of enhanced interest shall in no way prejudice or effect the exercise by the Parishad of any of the right or remedies vested in it by law or by this deed. (3) That notwithstanding the stipulation regarding payment of equated monthly instalments as aforesaid, the Borrower may repay the whole amount of the loan or any portion thereof and the interest that has accrued thereon at any time before the date on which the loan or any instalments thereof falls due for payment. (4) That so long as the entire loan and interest by virtue of these presents is not paid off, it shall be lawful for the Parishad, without prejudice to any other remedies provided by the law, the U.P. Avas Evam Vikas Parishad Adhiniyam, 1965, the Rules framed thereunder and these regulations to take such steps as it deems necessary and proper for the realisations of all its dues hereunder. (5) That the Borrower shall utilise the amount of the said loan only for the purpose for which it is advanced and for no other purpose whatsoever. (6) That the Borrower shall maintain a regular, separate, accurate, and complete account of expenses incurred and stock and material purchased in connection with the construction of the said house and shall furnish such returns and information as may be required by the Parishad or its assignee from time to time. The Borrower shall also permit any person or persons authorised by the Parishad or its assignee to inspect the construction, the building material and stock purchased or the account in connection therewith to carry out such instructions as may be given to him by the Parishad or its assignee. (7) That the Borrower shall not, except with the previous sanction in writing of the Parishad transfer by way of sale gift, mortgage or otherwise the land aforesaid or the building erected thereon, or his right, title or interest therein or remove the materials thereof until such time as the full amount of the said loan and interest has been repaid. (8) That the property to be mortgaged to secure the loan to be . advanced by virtue of these presents are free from encumbrances. (9) That if for any reason the Borrower abandons the idea of purchasing a piece of land out of the loan granted for the purpose, or if he purchases a land out of the loan under the.....Income Group Housing Scheme and thereafter abandons the idea of constructing the house or fails to construct the house within the period prescribed under these presents or if and whenever the said repayment instalments of principal and interest shall be in arrear and unpaid for the space of six calendar months whether the same shall have been lawfully demanded or not or if there shall be a breach or non-observance of any of the covenants by the Borrower herein contained or if the Borrower shall neglect to keep the mortgaged premises or any part thereof in good and substantial repair or to pay the rents, rates, taxes, assessments, outgoing dues and duties of or if it appears to the Parishad that false or misleading information on any

material point was given by the Borrower at the time of obtaining the loan or if there is a reasonable apprehension that the Borrower is unable to pay his debts then and in any such case the Parishad may, notwithstanding anything to the contrary said in this agreement order the Borrower to repay in full forthwith the outstanding amount of the loan and interest thereon.(10)That the Borrower shall truly observe the provisions of the said regulations for the time being in force.(11)That for the consideration aforesaid the Borrower shall furnish to the Parishad all such securities and collateral securities as may be required under the said Regulations for the time being in force.(12)That in the event of the failure by the Borrower to pay up the amount of the loan or any part thereof remaining payable by him or the interest thereon either pursuant to an order of the Parishad or the Housing Commissioner to pay the whole amount due or on the money becoming payable by the Borrower otherwise it shall be lawful for the Parishad/Housing Commissioner without prejudice to any other remedy available to sell all or any of the property to be mortgaged by the Borrower either by public auction or private contract and to apply the sale proceeds towards repayment of the amount due from the Borrower including old costs, charges and expenses in case, however the realisation from the property in manner aforesaid falls short of the amount due from the Borrower the Housing Commissioner shall be entitled to recover the same personally from the Borrower as well as from the movable or other immovable property belonging to the Borrower.(13)That the expression "the Borrower hereinbefore" used shall unless such an interpretation be inconsistent with the context include in the case of the former all persons and the heirs, successors, representatives and assigns of each and every person upon whose behalf the Borrower is now entitled to the transaction herein contained whether such persons are named herein or not and in the case of the latter its successors and assigns.(14)That the stamp duty on this deed shall be borne by the Borrower.(15)Any disputes or difference, which may at any time arise between the parties hereto, their respective representatives or assigns, touching or arising out of or in respect of these presents or the subject matter thereof (the settlement of which has not been hereinbefore, provided for) shall be referred to an arbitrator to be nominated by the Legal Remembrancer to the State Government for orders and the decision of the Arbitrator shall be final and binding on the parties to this agreement.In WITNESS WHEREOF the Borrower and Sri.....for and on behalf of the Parishad have signed this deed on the day and year first above written.Signed by -For on and behalf of the Parishad.Witnesses :

1. Name

Address.....

2. Name

Address.....