

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

UTTAR PRADESH

India

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

### Rule

### REGULATIONS-FOR-THE-DISBURSEMENT-OF-LOANS-UNDER-THE-L of 1968

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Regulations For The Disbursement of Loans Under The Low Income Group Housing Scheme, 1968 Framed under section 95(1)(n) of the U.P. Avas Evam Vikas Parishad Adhiniyam, 1965

**074.**

#### 1. Short title and commencement.

(1) These regulations will be called the Regulations for the Disbursement of Loans under the Low Income Group Housing Scheme, 1968. (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 Low 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 head "Capital Account -IX-C-Debt Receipts - (A) Loan from the State Government L.I.C. etc." in aid of the capital account, and further classified as follows : Low Income Group Housing Scheme -(i) for land development; (ii) for construction of houses (by individuals, institutions and the Parishad). The expenditure out of these amounts shall be exhibited under corresponding heads on the expenditure side of the budget under the sub-heads (IC) Expenditure on Work and Development Scheme (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, (v) 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, (x) Construction Cost (including pay of work-charged 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, (xviii) Works Contingencies, (xix) Other charges. In case of works carried out-through P.W.D. sub-detailed heads will be as follows : (i) Payment of works, (ii) Centage charge. The disbursement to individual shall be shown under minor head 4-C- Deposits and advances - (c) Advance - (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 houses. - Individuals with an annual income not exceeding Rs. 7,200.00 from all resources. (b) For the construction of houses to the following institutions for being let out on a 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 recognized : (1) Health institutions and hospitals; (2) Educational Trusts including universities ; and (3) Charitable institutions. (iii) Statutory bodies, for construction of houses to be let out to their whole-time employees eligible under sub-para (a) of this rule. (c) Registered Co-operative Housing Societies for giving loans for construction of houses to their members eligible under the scheme. (d) Co-operative Tenancy Societies working on the principal of collective ownership rather than of individual ownership of construction of houses to be let out to the members of the society or, where any houses or tenements remain vacant for any period, to non-members on rent to be calculated at no-profit no- loss basis.-

### **4.**

Loans will also be admissible to Local Bodies (Corporations and Municipalities and Improvement Trusts) for the construction of houses which will be whole-time employees and also to other persons eligible under sub-para (a) of Rule 3 above on a no-profit no-loss basis. The local bodies will have to contribute 20 per cent. of the cost of the houses from their own resources.

### **5.**

The loan for construction of houses under this scheme shall be given to a person or institution who owns a plot of land within a city or municipality freely and exclusively.

**6.**

External development of the area in which the house/houses are proposed to be constructed out of loan is necessary before the loan is advanced or, at least, the external development should be assured before the construction is completed.

**7.**

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

**8.**

Eligibility of individuals for loans. - (1) A person desirous of constructing a house for residential purpose within the limits of the City or Municipality or within such area outside the limits of the City or Municipalities as may be specified in the notification under section 354 of the U.P. Nagar Mahapalika Adhiniyam, 1959, or under section 3 of the U.P. Municipalities Act, 1916, as the case may be, will be, eligible for the loan provided that -(a)his income from all sources does not exceed Rs.7,200 per year exclusive of the income of other earning members of the family;(b)he possesses freely and exclusively a plot of land within the city or the municipality where he proposes to construct a house;(c)he is a major;(d)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 Relief and Rehabilitation Department;(e)he does not already own any house within the limits of the City or the Municipality where he purposes to construct his house;(f)he does not own more than one house in Uttar Pradesh;(g)he has not taken any loan for construction of houses 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/her husband or dependent child; and/or has not previously availed himself/herself of any financial assistance from the Government for construction of a house anywhere within India;(h)That he utilises the loan for the construction of a house which is required for the bona fide residential purposes; the loan will not be granted to a person who already owns a house within the city or the municipality where he purposes 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;(i)loans can also be sanctioned by the Parishad to persons eligible under this scheme for the purpose 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 standards 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.

## **9. Amount of loan.**

(1)The amount of the loan shall be restricted to 80 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. 12,500 per house.(2)Loan under the scheme shall be advanced subject to the further condition that the borrower who takes the loan shall invest an amount equal at least to 25 per cent. of the loan out his own funds.(3)Documentary evidence of income assessed for purposes of income tax or a certificate from the employer or any two responsible persons to the satisfaction of Housing Commissioner to the effect that the borrower comes within the eligible income group will be taken in proof of the annual income of the intending borrower.(4)No assistance shall be admissible towards cost of land and/or construction of a house in a colony of which the layout, etc. , has not been approved by the competent authority; and no loan assistance shall be granted in those cases where the construction of house/houses has been commenced before the loan is sanctioned by the Parishad.

## **10. Security for the loan.**

- Every borrower shall be required to furnish the following security:(1)Personal security of the borrower himself.(2)Mortgage of land and building proposed to be constructed from the loan.(3)One security of any person other than the borrower to the satisfaction of the Housing Commissioner.(4)Any other security to the satisfaction of the Parishad.(5)The Parishad may, at their discretion, require the applicant to furnish additional security where considered necessary.Notes. - (1) The borrower will have to execute a mortgage deed as in Annexure (C).(2)The security referred to in clause (3) of this regulation shall stand discharged as soon as the house is completed.

## **11.**

The rate of interest to be charged by the Board on loans granted by it shall not ordinarily exceed the rate of interest payable by the Board to the State Government, Life Insurance Corporation, etc., by more than 1/2 per cent. per annum.

## **12. Repayment of the loan with interest thereon.**

- The loan will carry interest, from the date on which it is advanced. The instalment of accumulated interest, calculated at the simple interest at the rate prescribed by the State Government shall be paid in one lump sum, within fifteen days after the expiry of eighteen months from the date of withdrawal of the first instalment of the loan. Each month thereafter, the principal together with interest thereon, shall be paid in 342 (maximum) monthly equated instalments, each such instalment being calculated as one-sixth of the half-yearly equated instalment (including principal and interest), for the repayment of the principal and interest at the prescribed rate within the maximum period prescribed in Rule 19.

### **13. Forms of application.**

- Application in the prescribed form as in Annexure 'A' and other forms for loans shall be available on payment of Rs. 2 from the office of the Housing Commissioner.

### **14. Application for loans.**

- All applications for loan shall be submitted to the Housing Commissioner on the prescribed form. Documents and certificates listed in the application form shall invariably accompany the application.

### **15. Sanction for loan.**

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

### **16. Priorities in advancement of loans.**

- Priorities granting of loans shall be fixed in the following order:(1)Applicants whose houses have been demolished or otherwise acquired in connection with a development scheme of the Parishad.(2)Applications having no house of their own but desirous of building a house on a plot of land developed, lease out or sold to them by the Parishad.(3)Applications having no residential house in the City or Municipality where they propose to construct a house but owning plot of land on which a house can be constructed in accordance with the provisions of these regulations.(4)Others.Note. - Preference among the same class of applicants may as far as possible, be given to members of Scheduled Castes.

### **17. Disbursement of Loan. A - Loan for construction of a house.**

(1)Loans shall be advanced in three instalments consisting of 25 per cent. according to the progress of the construction of the house and in no case shall the loan be advanced in lump sum.(2)The first instalment, equal to 25 per cent. of the total amount of the sanctioned loan shall be released only when the Housing Commissioner is fully satisfied on the basis of the evidence produced by the borrower that he possesses a plot of land within the city or the municipality where he proposes to construct a house and that he has invested from his own resources at least 20 per cent. of the total estimated cost of the land and house.(3)The second and third instalments not exceeding 50 per cent. and 25 per cent. each of the sanctioned loan, respectively shall be paid when the house in question is verified to the satisfaction of the Housing Commissioner to have been constructed in accordance with the sanctioned plan up to plinth level and roof level, respectively.(4)Sub-paras (1), (2) and (3) above indicate the stages in which the loan will be advanced to individuals. In case of loan to institutions the loan will be advanced in three stages, i.e., 20 per cent. of the loan will be payable on the applicant's executing agreement in the prescribed form with the Parishad in case the institution

intends to purchase land or in case it is already possessed of land and can undertake construction immediately; 50 per cent. on its executing a mortgage of the land and building to be erected thereon and when the construction reaches plinth level stage; the last instalment of loan will be paid only when the construction reaches the roof level stage and the essential services like water-supply, street lighting, drainage, sewage and laying of roads, etc., in the area/colony have been reasonably provided.(5)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.(6)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 the Housing Commissioner to this effect from the competent authority.(7)The advance for purchase of a newly built house and the land on which it stands or land shall be sanctioned in one lump sum after the borrower has furnished the security required therefor under these regulations :The amount of the loan sanctioned for the 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 regulation 8 (h) (i) and has furnished the security prescribed under these regulations.

## **18. Restriction of loans.**

(1)Maximum loan for one single house shall not, in any case, exceed the limit laid down in Regulation 9.(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 the construction of new houses and shall not, therefore, be advanced in respect of the house; the construction of which has been started/completed by a prospective borrower before the loan is duly sanctioned by the Parishad.

## **19. Repayment and further interest in case of default.**

- Repayment shall be made in the manner laid down in Regulation 12. 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 instalment at the rate of three per cent. per annum over and above the rate of interest leviable under Regulation 11 till repayment has been made. In case of any instalment remaining unpaid for six months or for breach of any provisions 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 land revenue.In case the recovery of the unpaid amount of the loan 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 him under the law and/or these regulations.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 repayments. In such cases, the recovery of the balance amount of loan will be regulated as follows: (i) The manner of repayment 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. (iii) The rate of interest to be charged from the borrower in respect of the outstanding loan, will remain unchanged.

## **20. Full repayment before thirty years.**

- The loan shall be repayable within thirty years from the date on which the first instalment is advanced in the manner prescribed in Rule 12. However, it shall be open to a borrower to deposit the entire amount outstanding against him at any time during the terms of repayment of thirty years.

## **21. Plans and specifications.**

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

## **22.**

The applicant shall complete the construction of the house by the end of the financial year in which the first instalment of the loan is advanced or by the specific date as may be determined by the Parishad at the time of sanctioning the loan.

## **23.**

The applicant shall get his house insured against risk of fire or any other risk with the Life Insurance Corporation of India 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, as may be provided for by the Parishad, at his own expenses and as provided for in the Mortgage Bond.

## **24.**

If there is no substantial progress within six months after the date of advance of the instalments of loan or if the progress made has no relation to the amount of money advanced, or if the applicant fails to observe these regulations or the conditions governing the loan, the Housing Commissioner shall be at liberty either to withdraw or suitably curtail the loan or withhold the payment of remaining instalment (s), if any, after giving reasonable notice in writing to the borrower.

**25.**

The applicant shall utilise the amount advanced under the scheme for the purposes for which it is advanced and for no other purpose. He shall abide by the regulations as amended from time to time.

**26.**

Except with the previous sanction in writing of the Housing Commissioner the applicant shall not transfer by way of sale, gift or mortgage the land and the building erected on it or any right or tile or interest therein till such time as the full amount of the loan and interest due has been paid to the Parishad. However, in special cases of hardship during the period of validity of the loan, the Housing Commissioner may permit sale of house and land provided that -(1) the first right of refusal to purchase the house shall be that of the Parishad; (2) if the Parishad is not inclined to purchase the property and so indicates its decision to the loanee in writing, the latter should be free to sell the property in open market with prior approval of the Parishad in which case the sales proceeds shall be utilized first to repay the balance of the loan and interest and the Parishad shall be entitled to 50 per cent. of the unearned increase in the price of the land and the building in cases where the land on which the house is built belongs to the Parishad, and to 50 per cent. of the unearned increase in the price of the building only where the land does not belong to the Parishad.

**27.**

The applicant shall maintain a regular, accurate, separate and complete account of all expenses incurred 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 building under construction and the building materials and stock built or purchased with the aid of the loan advanced to him.

**28.**

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 of in writing by the Parishad, against such other risks, if any, as may be prescribed by the Parishad from time to time.

**29.**

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.



**30.**

Action in case of breach of any of the terms. - In the event of breach of any of the terms and conditions contained in these regulations 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 form for loan under the Low Income Group Housing Scheme Note. - Please give clear statements in columns provided in the form and enclose documents and certificates in support of your statement. Proof enclosure no.....

**1. Amount of loan applied for Rs.....**

(in words) Rs.....

**2. Name of applicant (In Block Letters).....Son of.....**

**3. Permanent Address.....**

**4. Postal Address..... ..**

Note. - (Any change in address be communicated to the sanctioning authority without delay).

**5. (i) Are you a Displaced Person migrating.....from 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. Are you a member of Scheduled Caste ?**

If so please enclose a certificate issued by the District Harijan and Social Welfare Officer to this effect.

**7. Age of the applicant.....years.**

**8. Annual income from all sources with source of income.....**

(Note. - Documentary evidence of income assessed for purposes of Income tax or a certificate from the employer or any two responsible persons to the satisfaction of the Housing Commissioner to the effect that the borrower comes within the eligible income group should be attached.)

**9. Occupation with full particulars.....**

**10. (i) If a Government servant, please state.....whether you are in Central or State service.**

(ii) Also please give the full designation of.....the employer and his address/name of department/office.

**11. Do you own a plot of land freely and.....exclusively ?**

If so, please give the following details. (i) Full particulars of the site of the plot.....i. e. Khasra No. Plot No./ Mohalla / Colony / Street/City / Municipality / Village / Pargana / Tahsil/ District. (ii) Total area of the Plot.....square feet. (iii) Plinth area of the plot.....square feet.

**12. Estimate of cost with name and designation.....of technical person who has verified the estimate Rs.....(Enclosure no.).....of cost.**

Certificate by Sri.....(To be verified by a Technical person not below the rank of an Overseer). Designation..... and Address.....

**13. Has the plan of the proposed house been.....sanctioned**

by the competent Authority ? (Please enclose the sanctioned plan with an attested copy of the sanction order).....Enclosure no.....

**14. Is the proposed plot of land free from all.....encumbrances ?**

(Please enclose original sale-deed and its one attested copy and a certificate of person who examined Registration Office record). Registration record verified by Sri.....(Address).....

**15. Other liabilities of the applicant, if any .....**

16.	Do you undertake to .....
	complete the
	construction of the house
	by the end of the financial
	year in which the
	first instalment of the
	loan is advanced or by the
	specific date may
	be determined by the

17. Parishad at the time of sanctioning the loan ?  
Do you undertake to repay the loan together with interest at such rate as may be prescribed by the Parishad thereon in 342 equated monthly instalments in a period not exceeding 30 years .....
- Note. - The loan will carry interest from the date on which it is advanced.  
(2) For the first eighteen months from the date of advancing the loan only simple interest, as provided, shall be paid in monthly instalments commencing from the month following and thereafter the principal and interest thereon shall be paid in equated monthly instalments within the maximum period of 30 years.
18. Do you undertake to invest at least 20 per cent. of the total cost of the proposed house (inclusive of land) from your own resources ?  
Have you taken any other loan from the Government for construction of a house or purchase of a house under any Housing Scheme of the State or the Central Government either in your own name or in the name of your wife/husband or dependent child? If so, please give full particulars .....
19. Have you previously availed yourself of any other financial assistance either from the Central or State Government for the .....
- 20.

- construction or purchase of a house anywhere in India ?If so, please give full details
21. Name (in Block letters), occupation and full postaladdress of the person (other than the borrower) whom the borrowerproposes to furnish security. ....
22. Do you own any other house within the area whereyou propose to construct the house from the borrowed funds ? ....
23. Do you own any other house/houses within the Stateof Uttar Pradesh ? ....
- If so, please give full particulars of thehouse/houses no./Khasra No. plot no./mohalla/Name ofCity/Town/Village/Pargana/Tahsil/District. ....
24. Is the proposed house is required for your bonafide residential purpose? ....
- Do you undertake to get the land and the houseconstructed thereon to be insured for the full amount against therisk of fire or any other risk, etc., at your own expense andkeep the Insurance policy alive for the full amount of thebalance of the principal and interest due thereon from time totime till the final repayment of the principal and interest dueat your own expense? ....
- 25.

## 26. Declaration by the applicant. - 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 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 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 utilized for the construction 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 studied 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 is one lump sum and 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 form are correct).

Date.....Signature.....Low Income Group Housing Scheme Annexure 'B' General Specification

(1)All house plans must be drawn properly to a scale of 8 feet to an inch and should show plans of all the floors, all streets elevations, and sections, of which one must be through a staircase. The site-plan should show the location of the house, width of front side and rear yards (if any), drainage lines and water-supply lines.(2)Every house should have at least two rooms, one independent bath-room, one W. C. or water borne latrine and a kitchen.(3)The size of the living room shall not be less than 100 square feet with a minimum side of 9 feet.(4)An open space of not less than 4 feet in width must be left along the entire frontage of the plot. In case of the plot abuts two or more roads, such open space must be left along all the roads.(5)Shops are not permissible and all rooms should be connected to house .(6)All rooms should have at least one window, opening directly to the open air or an open verandah. The aggregate open areas of all the windows should not be less than 10 per cent, of the floor area,(7)The floor area of a house should not be less than 232 square feet and generally not more than 1,200 square feet, The minimum accommodation viz . 232 square feet of floor area is intended to provide the following minimum accommodation in each house:

	Square feet
(i) Living room	120
(ii) Multipurpose room including kitchen	84
(iii) Bath-room	16

(iv) W.C/Latrine	12
Total =	232

(8) No living room should be less than 10.5 feet in height measured from the floor finish to the next above floor finish. Other height should be as below: Kitchen 10 feet clear from floor to ceiling. Garage, latrine, bath, W. C. and store from floor to ceiling. (9) Any part of the house except garage and servant quarters should not be less than one foot 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. Foundation and plinth - The foundation concrete shall consist of 100 c. ft. c. of 1-1/2" gauge first class brick ballast and 33 c. f. of Kankar lime of 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: 3 white lime and surkhi or cinder mortar. Damp proof, Coarse - It shall be 1/4 thick and would consist of cement and coarse and 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. Superstructure Masonry - All superstructure masonry 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 window and opening up to a width of 13 1/2" (c) Bottom 6 per cent. at floor level and top 6" at roof level. (d) 4 1/2" thick window sills. (e) Courtyard wall pillars. (f) All 4 1/2" thick walls of bath and W. C.'s. Note - 1 1/2" reveal shall be given on walls along all chaukhats - Chaukhats - These shall be made of Indian sal. The size of door or 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 hot coal tar. Door chaukhats shall be fixed with six number 1-1/2" - 1/2" - 9" long holdfasts and window chaukhats shall be fixed with 4 number of such holdfasts. Lintels overall verandah and other opening and sunshades - These shall be of reinforced brick work 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 these 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. Roofs - These can be of 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" 4-1/2" 6" and 7-1/2" according to span. On roofs open to sun 1-1/2" insulation layer consisting of 1/2" of earth and 1" of sand shall be provided and 4-1/2" thick lime concrete of 100 cubic feet of 1" gauge first class brick ballast mixed with 45 cubic feet of kankar lime of 16 cubic feet of white lime with 32 cubic feet 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 sand coarse and plaster mixed with some water, roofing compound shall be provided. Reinforced cement concrete can also be laid for roofs where good bricks are not available or where it is not possible to lay R. B. roof. It shall consist of 1 parts cement, 2 parts coarse sand and 4 parts of stone. Reinforcement shall be provided according to design. Jack arch roofing consists of 4-1/2" 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 spans 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. The 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 a lap of at least 6" longitudinally and a lap of one conjugation transversely. To avoid any leakage 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 roofs, wooden tartars (Karis) of seasoned sal wood or mango wood can be provided at suitable intervals, Over these Karis be provided stone slabs or brick tiles. Insulation layer and lime-concrete shall always be provided over stone slabs or brick tiles. Floors - Floors can be of any of the following type (1) 1" plain cement concrete floor with over 3" thick lime concrete. The cement concrete shall consist of 1 part cement, 2 part coarse sand and 2 parts  $\frac{3}{4}$ " stone grit. The floors shall be finished with  $\frac{1}{8}$ " thick layer of 4 parts cement mixed with 1 part marble dust. The floors shall be laid alternately to panel and no panel shall be more than 18 square feet in area. (2) Brick-on-edge-floors - It consists of first class brick laid on edge with . kankar lime or white lime and surkhi or cinder (1:3) mortar of (1:6) cement and sand mortar and sand mortars 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 grits. Door and window leaves - Door leaves shall be at least 1- $\frac{1}{4}$ " thick of shisham, deodar, teak or plywood and should be fully panelled, All window leaves shall be fully glazed and should be at 1- $\frac{1}{4}$ " thick of deodar, shisham or teak. Fittings can be of steel or brass. Finishing - All interior and exterior faces of walls ceiling, chajjas, staircases, etc., will be given cement plaster  $\frac{1}{2}$ " thick of cement and local sand mortar in 1:6 ratio except at following places specified separately. Plaster of ceiling shall be  $\frac{1}{2}$ " thick but on 1:4 mixture. (a) Struck cement pointing, if any, in 1:2 cement and local sand mortar on the outer face of the wall (as shown in the drawing). (b) 1:2 cement and local sand plaster  $\frac{1}{2}$ " thick (i) Up to 4" height on walls inside the baths. (ii) Riser of steps. (iii) Sides of outside steps. All inside walls and ceilings of rooms, baths and W. C. s roofed over and verandah shall be given 3 coats of white wash. Soffits of staircase lintel and their parapets will also be white washed. (3) All doors and window shall be painted with one priming coat and two coats of approved varnish or paint. Contraction joint on roof terracing - All roof slab will have  $\frac{1}{2}$ " x  $\frac{1}{2}$ " joints on internal walls except 4- $\frac{1}{2}$ " walls  $\frac{1}{2}$ " construction 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 a hot mixture of bitumen and sand. The slopes of terracing should be such that water does not cross these joints. Almirah shelves -

## 9.

" wide and 3- $\frac{1}{4}$ " to 4" long R. C. C. shelves will be  $\frac{1}{2}$ " 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 grits of 34 gauge. Rain water spouts - These will be of cast iron or asbestos pipes 4" diameter, Platforms 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. Fire places and chullas flues - Fire places and chullas flues will have proper flues to make them smokeless, Design may vary according to requirements. Apron -

**3.**

' wide and 4-1/2" thick (unramed thickness) rammed kankar or flat bricks laid in kankar lime of (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. Annexure 'C' Law 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....., aged.....years, son of Sri.....resident of....., occupation.....(hereinafter called the Borrower) of the first part and the U.P. Avas Evam Vikas Parishad, Lucknow, a 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 Sri.....resident of.....(hereinafter called the surety) of the third part. WHEREAS the Government of the U.P. have launched a Middle Income Group Housing Scheme to provide long term credit to the public in the Low 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 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 a leaflet containing the regulations governing advance of loans for construction of residential houses under the Low 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 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 second part, the Parishad has agreed to advance and lend to the Borrower the sum of Rs.....(in words) Rupees..... only for the purpose of construction of house on plot of land bearing.....situated in Mohalla....., City/Town....., District....., described 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) Rupees.....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) Rupees.....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) Rupees..... 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 rests) in.....equated monthly instalments within.....years from the date the loan for purchase of land was advanced,



the first of such repayment instalments to be due on or before the first day of the month immediately following the expiry of.....months 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 instalments or interest or both are not paid by the 15th day of the months to which payment relates, interest on the sum or sums that are in arrears shall be paid at the rate of.....: per cent 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 or 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/or 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 hereunder mortgaged is free from encumbrances.

**2. For the consideration aforesaid the Borrower hereby transfers by way of simple mortgaged to the Parishad ALL that land described in the Schedule hereto along with the house to be constructed thereon and the materials stored thereon TO THE INTENT that the said premises 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 if and 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 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 to pay the rent, rates, assessments, outgoings, dues and duties, if it appears to Parishad or the Housing Commissioner that false or misleading information or any material point was given by the Borrower at the time of obtaining 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 the outstanding amount of the loan with interest.**

**4. That in the event of the failure by 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 money's 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 cost, charges and expenses. In case, however, the realisation 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 other immovable property belonging to the Borrower.**

**5. That the Borrower shall insure the said house when constructed in the joint names of the Borrower 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 is 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 interest policy alive till the entire loan and the interest by virtue of these presents is paid off in full to the Parishad and till such time as the entire loan and interest is not paid will 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 or to deliver such receipt as aforesaid to the Parishad/Housing Commissioner it shall be lawful for the Parishad/Housing Commissioner, to insure all such property as aforesaid to the amount as aforesaid or to the amount of any 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 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 expression "the Borrower", "the Parishad" and "the sureties" 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: 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 the 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 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 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 Borrower, 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.....thana.....within of.....limits of.....and bounded as follows: On the north by.....On the south by.....On the east by.....On the west by.....Details of 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 mortgaged-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.....