



INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI

GRANT OF ADVANCE FOR PURCHASE OF LAND OR PART/ FULL CONSTRUCTION, ENLARGEMENT ETC. OF A HOUSE

APPLICATION FORM

(To be filled by the applicant)

GENERAL

1. Name (in Block letters)..... Deptt./ Section.....
2. Post held
 - (i). Parmanent.....Deptt./ Section.....
 - (ii). Temporary/ Offiig.....Deptt./ Section.....
 - (iii). Length of service on the date of application.....
1. Present pay as defined in Rule 4 (b) and scale of pay.....
2. Whether governed by Pension Rules.....
3. Date of superannuation.....
4. Amount of Provident Fund/ any other advance / final withdrawal taken for purchase of land/ construction (an attested copy of the sanction to be enclosed).....

PARTICULARS RELATING TO ADVANCE :

5. If advance is needed for purchase of a plot/ or for construction of a new house, please give the following :-

A. Plot

| Location with address | Rural/ Urban | Is it clearly demarcated and developed | Approximate area (in sq. mtrs.) | (a). Cost (b). Amount actually paid (Rs.) | If not purchased when proposed to be acquired | Unexpired portion of lease if not freehold |
|-----------------------|--------------|--|---------------------------------|--|---|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| | | | | (a). | | |
| | | | | (b). | | |

| | | | | | | |
|--|--|--|--|--|--|--|
| | | | | | | |
|--|--|--|--|--|--|--|

B. Construction

| Floor – wise area to be constructed (sq. mtr) (1) | Estimated cost (Rs.) (2) | Amount of advance required (for land/ construction/ both) (Rs.) (3) | No. of instalments for repayment (4) |
|--|-----------------------------|--|---|
| G Floor | | | |
| I Floor | | | |
| II Floor | | | |

6. If advance is required for enlarging the existing house, please state :-

| Location with address | Plinth area (sq.mtr) | Plinth area proposed for enlargement (sq. mtr) | Cost of construction /acquisition of existing house (Rs.) (4) | Cost of proposed enlargement (Rs.) (5) | Total plinth area 2+3 (sq.mtr) (6) | Total cost 4+5 (Rs.) (7) | Amount of advance required (Rs.) (8) | No. of install-ments for repay-ment (9) |
|-----------------------|----------------------|--|--|---|---------------------------------------|-----------------------------|---|--|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| | | | | | | | | |

[Note :- If the enlargement is proposed on any floor other than ground floor, a certificate from an approved Engineer to the effect that foundations of the existing structure can safely take the load of the proposed enlargement, should be enclosed.]

7. If advance is required for purchasing a ready-built/ flat, please state :-

| Location with address | Plinth area (sq.mtr) | When constructed | Price settled | The Agency from whom to be purchased | Amount (a) already paid (b) to be paid (Rs.) | Amount of advance required (Rs.) (7) | No. of instalments for repayment (8) |
|-----------------------|----------------------|------------------|---------------|--------------------------------------|--|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | a) | | |

| | | | | | | | |
|--|--|--|--|--|----|--|--|
| | | | | | b) | | |
|--|--|--|--|--|----|--|--|

MISCELLANEOUS

8. If you or any dependent member of your family already own(s) a house, please state-

| Location with address (1) | Plinth area (floor-wise) (sq. mtr) (2) | Present fair market value (Rs.) (3) | Reasons for another acquiring house or enlarging the existing house. (4) |
|------------------------------|---|--|---|
| | | | |

9. Have you enclosed-

- (a) the relevant construction plan approved by the Municipal authority concerned; and
- (b) detailed construction estimates based on Central/State PWD schedule, prevailing in the area corrected as per relevant cost index duly signed by a qualified Engineer.

DECLARATION

1. I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

2. I have read the rules regulating the grant of advances to Central Institute servants for purchase of land and purchase/construction of buildings, etc., and agree to abide by the terms and conditions stipulated therein.

3. ***I certify that –***

- (i). My wife/husband is not a Central Institute servant/ my wife/husband who is a Central Institute servant, has not applied for and/ or obtained an advance under these rules;
- (ii). Neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any Institute source (e.g., Office of Rehabilitation or under any Central or State Housing Scheme);

- (iii). The construction of the house for which advance has been applied for, has not yet been commenced.

Station.....
Date:

Signature of the Applicant:
Designation:
Deptt./ Section:

Form of report/ application for permission to the prescribed authority for the building of or addition to a house

Sir,

This is to report to you that I propose to build a house / to make an
This is to request that permission may be granted to me for the addition to my house
building of a house/ the addition to the house.

The estimated cost of the land and material for the construction / extension is given below :-

Land :

- (1). Location (Survey Numbers, Village, District, State).
- (2). Area.
- (3). Cost.

Building Material etc. :

- (1). Bricks (Rate/Quantity/Cost).
- (2). Cement (Rate/Quantity/Cost).
- (3). Iron and Steel (Rate/Quantity/Cost).
- (4). Timber ((Rate/Quantity/Cost).
- (5). Sanitary (Cost).
- (6). Electrical Fittings (Cost).
- (7). Any other special fittings (Cost).
- (8). Labour Charges.
- (9). Other Charges, if any.

Total cost of Land and Building :

- (2). The construction will be supervised by me/ The construction will be done by.....1

I do not have any official dealings with the contractor nor did I have
I have/ had official dealings with the contractor and the nature of my any official dealings with him in the past.

Dealing with him is/was as under.

(3) The cost of proposed construction will be met as under

| | Amount(Rs) |
|--------------------------------------|------------|
| i). Own savings | ... |
| ii). Loans/Advances with full detail | ... |
| iii) Other sources with details | ... |

Yours faithfully,

Form for giving prior intimation or seeking previous sanction under Rule 18 (2) of the CCS (Conduct) Rules, 1964, for transaction in respect of immovable property

1. Name and designation
2. Scale of pay and present pay
3. Purpose of application- Sanction for transaction/prior intimation of transaction.
4. Whether property is being acquired or disposed of
5. Probable date of acquisition/disposal of property
6. Mode of acquisition/ disposal
7. (a) Full details about location, viz. Municipal No., Street /Village/ Taluk/ District and state in which situated.
(b) Description of the property, in the case of cultivable land, dry or irrigated land
(c) Whether freehold or leasehold.
(d) Whether the applicant's interest in the property is in full or part (in case of partial interest, the extent of such interest must be indicated)
(e) In case the transaction is not exclusively in the name of the Institute servant, particulars of ownership and share of each member.
8. Sale/purchase price of the property (Market value in the case of gifts).
9. In cases of acquisition, source or sources from which financed/ proposed to be financed -

(a).Personal savings
(b).Other sources giving details
10. In the case of disposal of property, was requisite sanction/ intimation obtained/ given for its acquisition? (A copy of the sanction/ acknowledgement should be attached)
11. (a) Name and address of the party with whom transaction is proposed to be made

Is the party related to the applicant? If so, state the relationship

(c) Did the applicant have any dealings with the party in his official capacity at any time, or is the applicant likely to have any dealings with him in the near future?

(d) How was the transaction arranged? (Whether through any statutory body or a private agency through advertisement or through friends and relatives. Full particulars to be given)

12. In case of acquisition by gift, whether sanction is also required under Rule 13 of the CCS (Conduct) Rules, 1964.

13. Any other relevant fact which the applicant may like to mention

DECLARATION

I,hereby declare that the particulars given above are true. I request that I may be given permission to acquire, dispose of property as described above from/to the party whose name is mentioned in item 11 above.

OR

I,..... hereby intimate the proposed acquisition/disposal of property by me as detailed above. I declare that the particulars given above are true.

Station :

Signature:

Date :

Designation:

NOTES-

- 1) In the above from, different portions may be used according to requirement.
- 2) Where previous sanction is asked for, the application should be submitted at least 30 days before the proposed date of transaction.

FORM No. 1

Typical Building Estimate

| SI No. | Sub-head | Amount | |
|-----------|------------|--------|----|
| | | Rs. | P. |
| 1. | Earth work | | |

2. Cement concrete
3. RCC Work
4. Brick work
5. Wood work
6. Steel work
7. Flooring
8. Roofing finish
9. Finishing
10. Miscellaneous
11. Add % for sanitary installations, water supply and drainage
12. Add % for electric installations

Add 3% contingencies

- NOTES-**
- I Nomenclatures of the items are based on Delhi Schedule of rates.
 - II Estimate may be framed either on CPWD or Local PWD Schedule of rates as in vogue with ost index, if applicable.
 - III Specification may also be local with full nomenclatures.

| No. | Item | Quantity | Rate figures | in | Rate words | in | Unit | Amount Rs. | P. |
|-----|------|----------|-----------------|----|---------------|----|------|---------------|----|
| (1) | (2) | (3) | (4) | | (5) | | (6) | (7) | |

Earth Work 1.0

1. Earth work in excavation in foundation transfer or trenches or drains (not exceeding 1.5 m in width or 10 Apx. On plan) including dressing of sites and running of bottoms, lift up to 1.5 m, i/c, getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m (a) ordinary soil Cubic Metre

2. Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations, etc., in layers not exceeding 20 cms in depth consolidating each deposited layer by ramming, maining and watering lead up to 50m and lift up to 1.5 m.
3. Filling in plinth with sand under floors including watering, running, ramming, consolidating and dressing complete.

(Continue as above for items 2 to 12)

Dated this.....day of.....Two thousand.....signed by.....in
the presence of.....

Shri.....of Department.....Office

Shri.....of DepartmentOffice

Sureties above mentioned

SPECIMEN FOR INSTITUTE PLEADER'S OPINION CERTIFICATE

It is certified after investigation from the records of the sub-Register.....and the relevant revenue and court records and from the information gathered from the sworn declaration made by.....and.....that the plot no.....measuring.....sq. yds, at.....limits of.....is the absolute property of Shri.....son of Shri.....and not a joint family property. The said property is free from encumbrances and attachment and Shri.....has a clear and marketable title to the property.

Place:

Date:

Institute pleader/
Revenue Authority

INDEMNITY BOND

KNOW ALL MEN BY THESE PRESENTS that I
son/ daughter of at present
residing at.....
Dist – (hereinafter referred to as “Obligator”) hereby hold
and bind myself, my heirs, executors, administrators and legal representatives with the **Indian Institute
of Technology Guwahati**, exercising the executive power of the Institute (hereinafter referred to as “the
Institute”) for the payment to the Institute of the sum of Rs.....
(Rupees.....)

SIGNED this day of two thousand and

WHEREAS the Obligator is an employee of the Institute and applied to the Institute for a loan of
Rs..... (Rupees only)
hereinafter referred to as the “**Loan**” for the purpose of building/construction of a residential building at
.....

AND WHEREAS for the sole and exclusive purchase of building/ constructing the said residential
house, the Obligator has acquired a piece or parcel of land
at.....from..... under a Deed of Conveyance/ Lease/
Lease-cum-sale, dated.....(hereinafter referred to as “the Indenture”), upon and
subject to the restrictions, stipulations and conditions contained in the said indenture, the said piece of
land (hereinafter referred to as “the land”) being fully and more particularly described therein.

AND WHEREAS the Institute has agreed to sanction the said loan to the Obligor in accordance
with and subject to the said Rules framed by the Institute to regulate the grant of House Building
Advance to the Central Institute Servants (hereinafter referred to as “the Rules”) upon the Obligor’s
agreeing and undertaking to duly and regularly repay the said loan in monthly instalments and
to mortgage the said land and the house to be built/constructed and to furnish Surety Bonds by the
sureties to the satisfaction of the Institute in due observance of the said Rules.

AND WHEREAS in consideration of the Institute having agreed to grant the aforesaid loan and
advances to the Obligor, the Obligor has agreed to execute the above Bond, without prejudice and in
addition to the said mortgage and the said Surety Bonds and subject to the terms and conditions
hereunder contained.

NOW THE CONDITION OF THIS BOND is such that if, after the said sum of
Rs..... (Rupeesonly)

has been lent and advanced to the Obligor as hereinbefore recited, the Obligor shall fully and duly comply with the reservations , restrictions, conditions and stipulations contained in the said indenture to the satisfaction of the Institute and in the event of the Institute has reasons to believe that the said reservations, restrictions, conditions and stipulations contained in the said indenture have not been or are not being duly and fully complied with, the Obligor shall repay to the Institute on demand the said loan together with interest due thereon or so much thereof as may then remain outstanding with the rights and powers to the Institute to proceed against any of the properties of the Obligor in any manner and at any time for realization and recovery of the said loan with interest but without prejudice and in addition to any other rights and power of the Institute under the said Rules or the said mortgage or the said Surety Bonds or otherwise in law AND the Obligor shall in any event indemnify, keep indemnify and save the Institute harmless from all liabilities and all costs and expenses incurred in consequence of any claim and demand of whatever kind, in respect of the said land or otherwise in relation to or arising out of the said indenture THEN the above written Bond shall be void, otherwise the same shall remain in full force and effect.

BUT SO NEVERTHELESS that if the Obligor shall die or become insolvent or at any time cease to be in the service of the Institute, the whole or so much of the said loan together with interest as shall then remain unpaid shall forthwith become due and payable to the Institute and recoverable in one instalment by virtue of this Bond.

The Obligor shall not be discharged or released from his obligations in any manner by any indulgence shown/ extended to him by the Institute for any reason or of any kind.

IN WITNESS WHEREOF the Obligor has executed these presents on the fourteen day of June two thousand and seven

Executed by.....

Obligor herein the presence of –

(Signature of Obligor)

Witness:

1.....

(Signature)

Address :

Occupation :

2.....

(Signature)

Address :

Occupation :

(Accepted for and on behalf of the **Indian Institute
of Technology Guwahati**)

.....
.....

(Name and Designation)

.....

(Signature)

In the presence of –

Witness

1.....

2.....

Surety Bond
(Vide Rule 5)

KNOW ALL MEN BY THESE PRESENTS that I, son/
daughter of in the
.....(hereinafter called "the Surety") am held and firmly
bound unto the **Indian Institute of Technology Guwahati** (hereinafter called "the Institute" which expression shall
unless excluded by or repugnant to the subject or context include his successors in office and assigns) in the sum
of Rs..... (Rupees
.....only)
to be paid to the Institute FOR WHICH PAYMENT TO be well and truly made I hereby bind myself ,my heirs,
executors, administrators and representatives firmly by these presents. As witness my hand this day of fourteen
day of June two thousand and seven.

WHEREAS son/
daughter of ,a resident of Village
in the District of At present employed as a permanent
..... In the (hereinafter called "the Borrower") (but due to
retire on) applied to the Institute for an advance of Rs..... for the purpose of
purchasing land and/or constructing a new house or enlarging living accommodation in an existing house/purchasing a ready-
built house.

AND WHEREAS the Institute sanctioned the payment of Rs.....(Rupees
.....only) under the Rules framed by
the Institute of India to regulate the Grant of advance to Central Institute servants building ,etc., of houses vide the Office
/Office , Letter No....., dated....., a copy of which is annexed to
these presents on the terms and conditions set forth therein.

AND WHEREAS the Borrower has under taken to repay the said amount in(.....)
monthly installments. **AND WHEREAS** the Borrower has further undertaken to mortgage the house built/ purchased
with the help of the said amount and to observe the provisions of the said rules. **AND WHEREAS** in consideration of the
Institute having agreed to grant the aforesaid advance to the borrower the Surety has agreed to execute the above bond with
such condition as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the said Borrower shall while employed in the said or any other Office **INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI** duly and regularly pay or cause to be paid to the Institute the amount of the aforesaid advance owing to the Institute by installments until the said sum of **Rs.....** (Rupees only) and last installment being **Rs.....** shall be duly paid or mortgages to the Institute the house built/purchased referred to above whichever event happens earlier, then this bond shall be void; otherwise the same shall be and remain in full force and virtue . **BUT SO NEVERTHELESS** that if the Borrower shall die or become insolvent or at any time cease to be in the service of the Institute, the whole or so much of the said principal sum of Rs..... (Rupeesonly) together with the interest as shall then remain unpaid shall immediately become due and payable to the Institute and recoverable from the Surety in one installment by virtue of this Bond.

The obligation undertaken by the Surety shall not be discharged or in any way affected by an extension of time or any other indulgence granted by the Institute to the said Borrower.

The stamp –duty payable in respect of these presents shall be borne and paid by the Institute.

Signed and delivered by the said

.....
(Signature of the Surety)
Designation
Office to which attached
.....

In the presence of:

1st witness :
Address :
Occupation :
2nd Witness :
Address :
Occupation ;

Signed by **Dr. B. N. Raychoudhury, Registrar** in the Office of **Indian Institute of Technology Guwahati**

.....
(For and on behalf of the **Indian Institute of Technology Guwahati**)

In the presence of:-

1st witness :
Address :
Occupation:

2nd witness :
Address :
Occupation :

FORM NO.5

AN AGREEMENT MADE THIS day of two thousand and BETWEENson/ daughter ofat present serving as.....(hereinafter called ‘ the borrower’, which expression shall unless excluded by or repugnant to the subject or context include his heirs , executors, administrators and legal representatives) of the one part and the **The Director, Indian Institute of Technology Guwahati** (hereinafter called ‘**the Institute**’ which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, WHEREAS the borrower desires to purchase land and construct a house thereon / enlarge living accommodation in his / her house at Purchase a ready built house at described in the schedule hereto annexed and WHEREAS the Borrower has under the provision of the rules framed by the Institute of India to regulate the grant of advances to Central Institute servants for building , etc., of houses (hereinafter referred to as the “ said rules” ,which expression shall , where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Institute for an advance of Rs to purchase the said land and construct a house thereon/ enlarge living accommodation in his/ her house / purchase a ready- built house as aforesaid and the Institute has sanctioned an advance of Rs to purchase the said land and construct a house thereon/ enlarge living accommodation in his/her house / purchase a ready built house as aforesaid and the Institute has sanctioned an advance of Rupees to the Borrower , vide the Office /Office Letter No , dated....., a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein NOW IT IS HEREBY AGREED by and between the parties hereto as follows:- -

- (1) In consideration of the sum of Rs (Insert amount of the first installment) to be paid by the Institute after the execution of this agreement for the purchase of land and the sum of Rs (insert balance amount to be paid) to be paid by the Institute to the Borrower as provided in the said rules, the Borrower hereby agrees with the Institute –

- (a) To repay to the Institute the said amount of Rupees(insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by (Number to be filled in) monthly instalments of Rs From his pay commencing from the month of Nineteen hundred and or from the month following the completion of the house , whichever is earlier and the Borrower hereby authorizes the Institute to make such deductions from his monthly pay, leave salary and subsistence allowance bills,
- (b)
 - (i) Within two months from the date of receipt of the amount of Rs (insert amount of installment to be paid) out of the said sanctioned advance or within such further time as Institute /Head of the Department may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Institute the sale deed in respect thereof failing which the borrower shall refund to the Institute the entire amount of the advance received by him together with interest thereon.
 - (ii) Within three months from the date of the receipt of the aforesaid advance of Rs (Rupees.....) to expend to the aforesaid amount in the purchase of the said ready-built house and mortgage it to the Institute failing which the borrower shall refund forthwith to the Institute the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Institute.
 - (iii) To complete construction /enlargement of the said house within eighteen months of strictly in accordance with the plan and specifications to be approved by the Institute and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Institute.
 - (iv) Within three months of taking possession of the ready-built flat under the Self-Financing Housing Scheme of the mortgage it to the Institute failing which the borrower shall refund forthwith to the Institute the entire amount received by him together with interest thereon unless an extension of time is granted by the competent authority.
- (2) If the actual amount paid by the borrower for the purchase of land and building a house thereon/ enlarging the house /the purchase of the ready-built house is less than the amount received under these presents by the Borrower , to repay the difference to the Institute forthwith.
- (3) To execute a document mortgaging the said house/land along with the house to be built thereon to the Institute as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.
- (4) If the land is not purchased and the sale deed thereof not produced for inspection of the Institute within two months of the date of drawal of the part of the advance for that purpose , or within such further time as the Institute /Head of the Department may allow in this behalf / if the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the Institute /Head of the Department may allow in this behalf /if the borrower fails to complete the construction / enlargement of the said house ,as hereinbefore agreed, or if the borrower becomes insolvent or quits the service of the Institute or dies , the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the Institute.

- (5) The Institute shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (6) Without prejudice to any other right of the Institute in that behalf, if any amount becomes refundable or payable by the borrower to the Institute, the Institute will be entitled to recover the same as arrears of land revenue.
- (7) The stamp- duty payable in these presents shall be borne and paid by the Institute.

SCHEDULE ABOVE REFERRED TO

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and **Dr. B. N. Raychoudhury, Registrar, IIT Guwahati** for and on behalf of the **Indian Institute of Technology Guwahati** has hereunto set his hand.

Signed by the said Borrower

.....

(Signature of the Borrower)

In the presence of:

1st witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

Signed by **Dr. B. N. Raychoudhury, Registrar, Indian Institute of Technology Guwahati**

REGISTRAR

(For and on behalf of the **Indian Institute of Technology Guwahati**)

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

FORM NO. - 5 (A)

**SPECIAL FORM OF AGREEMENT TO BE EXECUTED BY A CENTRAL INSTITUTE
SERVANT FOR PURCHASE OF LAND AND BUILDING A HOUSE, IN A CASE IN WHICH
THE TITLE TO THE LAND WILL PASS TO HIM AFTER THE HOUSE IS BUILT**

(Rules 5 (a) (1) (i) and 5 (a) (3) (i))

AN AGREEMENT MADE THIS day of two thousand and
BETWEENson/ daughter of
..... at present serving as (hereinafter
called ‘ the Borrower’ , which expression shall unless excluded by or repugnant to the subject or
context include his successors in office and assigns) of the other parts.

WHEREAS the borrower desires to purchase from
(insert name of the vendor) the land at described in the schedule
hereto and to construct a house on a said land;

AND WHEREAS the conveyance of the said land will be executed by the said
..... (insert name of the vendor) in favour of the Borrower only when
the house is constructed ;

AND WHEREAS THE BORROWER has under the provision of the rules framed by the
Institute of India to regulate the grant of advances to Central Institute servants for building of houses ,
etc. , (hereinafter referred to as the “said rules “ which expression shall where the context so admits ,
include any amendment thereof or addition thereto for the time being in force) applied to the Institute
for an advance of Rupees..... for the purpose of land and construction of a house thereon
and the Institute has sanctioned an advance of Rupees..... (insert full amount sanctioned)
to the Borrower , vide the Office/Office , Letter No , dated
..... , a copy of which is annexed to these presents for the purpose aforesaid on the
terms and conditions set forth therein:

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

- (1) In consideration of the sum of Rupees..... (insert amount of the first instalment) to be paid by the Institute , after the execution of this agreement for the purchase of land and the sum of Rupees (insert balance amount to be paid) to be paid by the Institute to the Borrower as provided in the said rules, the Borrower hereby agrees with the Institute ---
- (a) to pay to the Institute the said amount of Rupees(full amount of loan) with interest calculated in accordance with the said rules for the time being in force by (number to be filled in) monthly instalments of RupeesFrom his pay commencing from the month of nineteen hundred andor from the month following the completion of the house , whichever is earlier and the Borrower hereby authorizes the Institute to make such deductions from his monthly pay ,leave salary and subsistence allowance bills;
 - (b) to assign in favour of the Institute by way of security all his rights as the Purchaser of the said land in respect of the said land and as against the said (insert name of the vendor) as soon as he has paid the purchase price of the said land and obtained possession of the said land for the purpose execute a further assurance in the form provided in the said rules;
 - (c) to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Institute and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Institute ;
 - (d) if the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Institute forthwith; and
 - (e) to execute a document mortgaging the said land along with the house built thereon to the Institute as security for the amount agreed to be advanced to the borrower under these presents as also for the interest payable on the said amount , in the form provided by the said rules, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.
- (2) If the borrower fails to complete the construction of the said house as hereinbefore agreed , or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour or if the Borrower becomes insolvent or quits the service of the Institute or dies , the whole amount of the advance , together with interest accruing thereon shall immediately become due and payable to the Institute .
- (3) The Institute shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (4) Without prejudice to any other right of the Institute in that behalf, if any amount becomes refundable or payable by the borrower to the Institute , the Institute will be entitled to recover the same as arrears of the land revenue.
- (5) The stamp-duty payable on these presents shall be borne and paid by the Institute.

SCHUDLE ABOVE REFERRED TO

(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Dr in the Office of **Indian Institute of Technology Guwahati** for and on behalf of the **Institute** has hereunto set his hand.

Signed by the said Borrower

.....

(Signature of the Borrower)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Dr..... in the office of Indian Institute of Technology Guwahati

.....

(For and on behalf of the Institute)

In the presence of :-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

FORM NO. 5-B

SPECIAL FORM OF ADVANTAGE TO BE EXECUTED BY A CENTRAL INSTITUTE SERVANT BEFORE DRAWING THE SECOND INSTALMENT OF ADVANCE FOR BUILDING A HOUSE IN A CASE IN WHICH HE HAS DRAWN THEN FIRST INSTALMENT OF ADVANCE FOR PURCHASING THE LAND AFTER EXECUTING AN AGREEMENT IN FORM NO. 5 OR 5-A AND WHERE THE TITLE TO THE LAND WILL BE PASSED TO HIM AFTER THE HOUSE IS BUILT

(Rules 5 (a) (1) (ii) and 5 (a) (3) (iii))

AN AGREEMENT MADE THIS day oftwo thousand and**BETWEEN**..... son of, at present serving as (hereinafter called ‘the Borrower’, which expression shall unless excluded by or repugnant to the subject or context ,include his heirs, executors, administrators and legal representatives) of the one part and the **Indian Institute of Technology Guwahati** (hereinafter called ‘the Institute’ which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part.

WHEREAS the Borrower desires to construct on the land at.....described in the schedule hereto.

AND WHEREAS the Borrower has under the provision of the rules framed by the Institute of India to regulate the grant of advances to Central Institute servants for building etc., of houses, (hereinafter referred to as the “said rules” which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Institute for an advance of Rupees And the Institute has sanctioned an advance of Rupees..... (insert full amount sanctioned)

To the Borrower, vide the Office Letter No..... , dated, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. And whereas pursuant to an agreement, dated, executed between the parties herein the Institute advanced to the borrower a sum of Rs..... (insert first instalment paid) out

of the aforesaid sanctioned sum of Rs.....(insert full amount sanctioned) to enable the borrower to purchase the above and on terms and conditions set out in the said Agreement;

AND WHEREAS the Borrower has paid the purchase price of the said land to(insert the name of the vendor) from the aforesaid advance and has obtained possession of the said land ;

AND WHEREAS the Borrower has requested the Institute to advance the balance of the aforesaid sanctioned amount. And whereas the conveyance of the said land will be executed in favour of the Borrower by the said(insert name of the vendor) only when the house is constructed:

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

- (1) In consideration of the sum of Rupees(insert first instalment) already paid by the Institute and the balance of the Rs..... (insert balance payable) to be paid by the Institute to the borrower as provided by the said rules, the Borrower , with intent to secure repayment of the said sum of Rs(full amount of loan sanctioned) (Rupees) hereby assigns to the Institute by way of security , all his right as Purchaser of the said land described in schedule hereto , in respect of the said land and as against the said(insert name of vendor).
- (2) The Borrower hereby agrees with the Institute -----
 - (a) to repay to the Institute the said amount of Rupees (insert full amount of loan sanctioned) with interest calculated in accordance with the said rules for the time being in force by (number to be filled) monthly instalments of Rupees..... From his pay commencing from the month of Nineteen hundred and or from the month following the completion of the house ,whichever is earlier and the borrower hereby authorizes the Institute to make such deductions from his monthly pay, leave salary and subsistence bills;
 - (b) to complete construction of the said house within eighteen months of the date of drawal of the first instalment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Institute and to obtained the necessary conveyance or assurance in his favour within a period of three months of the date of completion of the house;
 - (c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Institute forthwith;
 - (d) to execute a document mortgaging the said land along with the built thereon to the Institute as security for the total amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said rules , as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.
- (3) If the Borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the Borrower becomes insolvent or quits the service of the

Institute or dies , the whole amount of the advance ,together with the interest accruing thereon shall immediately become due or payable to the Institute and the Institute shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.

- (4) The Institute shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.
- (5) Without prejudice to any other right of the Institute in that behalf, if any amount becomes refundable or payable by the Borrower to the Institute, the Institute will be entitled to recover the same as arrears of land revenue.
- (6) The stamp-duty payable on these presents shall be borne and paid by the Institute.

SCHEDULE ABOVE REFERRED TO
(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Dr..... in the office of for and on behalf of the **Indian Institute of Technology Guwahati** has hereunto set his hand.

Signed by the said Borrower

.....
(Signature of the Borrower)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Dr..... in the office of **Indian Institute of Technology Guwahati**.

.....
(For and on behalf of the Institute)

In the presence of:-

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

FORM NO. 5-(C)
[Rules 5 (a) (2) (i) and 5 (a) 4 (i)]

SPECIAL FORM OF A AGREEMENT TO BE EXECUTED BY A CENTRAL INSTITUTE SERVANT BEFORE DRAWING THE FIRST INSTALMENT OF ADVANCE FOR BUILDING A HOUSE IN A CASE, IN WHICH THE LAND IS PURCHASED BY HIM WITH HIS OWN FUNDS, BUT THE TITLE TO THE LAND WILL BE PASSED TO HIM AFTER THE HOUSE IS BUILT

AN AGREEMENT MADE THISday oftwo thousand **BETWEEN**....., Son/ daughter of at present serving a as..... (hereinafter called 'the Borrower' , which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the **Indian Institute of Technology Guwahati** (hereinafter called the 'the Institute' which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the other part, **WHEREAS** the Borrower has agreed to purchase the land at.....described in the schedule hereto annexed from.....(insert name of the vendor) and has paid the price out of his own funds and obtained possession of the said land. And Whereas the Borrower desires to construct a house on the said land and Whereas ,conveyance of the said land will be executed in favour of the Borrower by the said(insert the name of the vendor) only the house is constructed and **WHEREAS THE BORROWER** has under the provision of the rules framed by the Institute of India to regulate the grant of advances to Central Institute servants for building, etc. of houses (hereinafter referred to as the "said rules" which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Institute for an advance of Rupees..... and the Institute has sanctioned an advance of Rupees(insert full amount sanctioned) to the Borrower , vide the Office/Office ,Letter No.....,

dated.....,a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein **NOW IT IS HEREBY AGREED BY AND** between the parties hereto as follows:-

- (1) In consideration of the sum of Rupees(insert first instalment) to be paid by the Institute after the execution of this agreement and the balance of Rupees..... to be paid by the Institute to the Borrower as provided in the said rules, the Borrower, with intent to secure repayment of the said sum of Rupees.....(insert full amount sanctioned), (Rupees) hereby assigns to the Institute by way of security all his rights as Purchaser of the said land described in schedule hereto , in respect of the said land and as against the said(insert name of the vendor) .
- (2) The Borrower hereby agrees with the Institute-----
 - (a) to repay to the Institute the said amount of Rupees.....(insert full amount sanctioned) with interest calculated in accordance with the said rules for the time being in force by(number to be filled) monthly instalments of Rupees from his pay commencing from the month oftwo thousand two or from the month following the completion of the house whichever is earlier and the Borrower hereby authorizes the Institute to make such deductions from his month pay, leave salary and subsistence allowance bills.
 - (b) To complete construction of the said house within eighteen months of the date of drawal of the first installment strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Institute and to obtain the necessary conveyance or assurance in his favour within a period of three months from the date of completion of the house.
 - (c) If the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Institute forthwith.
 - (d) To execute a document mortgaging the said land along with the house built thereon to the Institute as security for the amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said rules, as soon as the house has been built and necessary conveyance or assurance has been executed in his favour.
- (3) If the Borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as hereinbefore provided, or if the Borrower becomes insolvent or quits the service of the Institute or dies, the amount of advance ,together with the interest accruing thereon shall immediately become due and payable to the Institute and the Institute shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.
- (4) The Institute shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

(5) Without prejudice to any other right if the Institute in that behalf if any amount becomes refundable or repayable by the Borrower to the Institute , the Institute will be entitled to recover the same as arrears of land revenue .

(6) The stamp-duty payable on these presents shall be borne and paid by the Institute.

SCHEDULE ABOVE REFERRED TO
(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Dr. in the office of Indian Institute of Technology Guwahati for and on behalf of the Institute has hereunto set his hand.

Signed by the said Borrower

.....
(Signature of the Borrower)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Dr.....in the Office of
Indian Institute of Technology Guwahati

.....
(For and on behalf of the Institute)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address ;

Occupation :

FROM No. 4 (B)

**From of Mortgage Deed to be executed in the case of purchase of ready-built house / flat
on leasehold land, the absolute right of which is not vested in the purchaser**

(Rule 5 (a))

This indenture made thisday oftwo thousand.....
between..... son/ daughter
of.....of.....at
present employed as in the Office
of.....as(hereinafter called
“**THE MORTGAGOR**” which expression shall unless excluded by or repugnant to the subject or context
include his/her heirs, executors, administrators, and assigns) of the **ONE PART** and the **DIRECTOR,
INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI** (hereinafter called “**THE MORTGAGEE**”
which expression shall unless excluded by or repugnant to the subject or context include his successors in office
and assigns) of the **OTHER PART**.

WHEREAS the Borrower had under the provision of the Rules framed by the Institute of India to
regulate the grant of advances to Central Institute servants for building,, etc., of houses (hereinafter referred to
as the “said rules” , which expression shall, where the context so admits, include any amendment thereof or
addition for the time being in force⁰ applied to the Institute for an advance of
Rupees..... to purchase a ready-built house as aforesaid and
the Institute had sanctioned an advance of Rupees..... to the Borrower, *vide*
the Office/Office, Letter No....., dated....., a copy of which is annexed to the se
presents aforesaid on the terms and conditions set forth thereon.

AND WHEREAS on the At the time of drawal of the said loan an agreement
was executed by or between the Mortgagor and the mortgagee whereby the Mortgagor, *inter alia*, undertook to
execute a document mortgaging the said flat to the Mortgagee as security for the amount advanced to the
Mortgagor as also for the interest payable for the said amount in the form provided by the said rules.

AND WHEREAS by a deed of conveyance, dated the..... day of
....., executed by and between the Delhi Development Authority of the one part and
the Mortgagor of the other part for consideration in the said indenture mentioned, the Delhi Development
Authority sold, transferred and assigned the properties more particularly mentioned in the schedule to the said
documents as also the schedule hereunder to the Mortgagor on terms and conditions in the said indenture
mentioned.

AND WHEREAS the consideration for the said transfer was paid by the Mortgagor out of the Institute loan of Rs..... advanced to him.

NOW THIS INDENTURE WITNESSETH as follows: --

(I) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the **MORTGAGEE** to the **MORTGAGOR** pursuant to the provisions contained in the said Rules and **MORTGAGOR DOTH** hereby covenant with the **MORTGAGEE** that the **MORTGAGOR** shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the **MORTGAGEE** the said advance of Rs.....(
Rupees..... only) by
..... monthly instalments of Rs.....
(Rupees..... only) from the pay of the
Mortgagor commencing from the month ofnineteen hundred and
.....,i.e., from the pay of the month following that in which the
advance is drawn and the Mortgagor hereby authorizes the Mortgagee to make deductions
from his monthly pay/leave salary/subsistence allowance of the amount of such instalments
and the Mortgagor shall after paying the full amount of the advances also pay interest due
thereon in..... monthly instalments in the manner and on the
terms specified in the said Rules. Provided that the mortgagor shall repay the entire advance
with interest in full before the date on which he/she is due to retire from service, failing which
the Mortgagee shall be entitled to enforce this security of the Mortgage
..... at any time thereafter and recover the balance of the advance
then due together with interest and cost of recovery by sale of the Mortgaged property or in
such other manner as may be permissible under the law. It will, however, be open to the
Mortgagor to repay the amount in a short period.

(I) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the **MORTGAGEE** to the **MORTGAGOR** pursuant to provisions contained in the said Rules the **MORTGAGOR DOTH** hereby covenant with the **MORTGAGEE** that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the **MORTGAGEE** the said advance of Rs.....(Rupees.....only) by
..... Monthly instalments of Rs..... from the pay of the
Mortgagor commencing from the month of 19....., or from the pay of the
month following that in which the advance is drawn, till the date of his superannuation and the
balance then remaining outstanding on his superannuation together with the interest on the amount
advanced from the date of the advance to the date of repayment from his gratuity/death-cum-
retirement gratuity and the Mortgagor hereby authorizes the Mortgagee to make deductions from his
monthly pay/leave salary/subsistence allowance of the amount of such instalments and from his
gratuity/death-cum-retirement gratuity of such of the balances remaining unpaid at the date of
his/retirement/superannuation as hereinbefore mentioned, failing which the Mortgagee shall be
entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the
advance then due together with interest and cost of recovery by sale of the mortgaged property or in
such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to
repay the amount in a shorter period.

Note. – Delete clause (i) (a) or (i) (b), whichever is inapplicable.

(ii) If the **MORTGAGOR** shall utilize the advance for a purpose other than that for which the advance is sanctioned, or if the **MORTGAGOR** shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full, or if the **MORTGAGOR** shall fail to observe or perform any of the terms, conditions stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the **MORTGAGEE** with interest thereof at per cent per annum calculated from the date of the payment by the **MORTGAGEE** of the first instalment of the said advance . Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Rules of service applicable to the Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the said aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents for the Mortgagor doth hereby grant, convey, transfer or assure unto the Mortgagee, **ALL AND SINGULAR**, the said property comprised in the said Conveyance , dated....., and more particularly described in the Schedule hereunder written together with building to be erected by the Mortgagor on the said property ,if any (hereinafter referred to as the Mortgaged property)

or materials for the time being therein with all rights, easements and appurtenances to be said mortgaged property or any of them belonging subject to covenants by the purchaser and the conditions therein contained to **HOLD** the same unto the Mortgagee absolutely but subject to the terms and covenants of the said Conveyance and the subject nevertheless to the proviso for redemption hereinafter contained **PROVIDED ALWAYS AND** it is hereby agreed and declared by and between the parties hereto that if the **MORTGAGOR** shall duly pay to the **MORTGAGEE** the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the **MORTGAGOR** to the **MORTGAGEE** under the terms and conditions of the said Rules, then the Mortgagee will at any time thereafter upon the request and at the cost of the **MORTGAGOR** reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** that if there shall be any breach by the Mortgagor of the covenants on his/her part herein contained or if the **MORTGAGOR** shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she died before all the dues payable to the **MORTGAGEE** under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the **MORTGAGEE TO SELL** without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the **MORTGAGEE** shall think fit and **IT IS HEREBY** declared that the receipt of the **MORTGAGEE** for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from **AND IT IS HEREBY** declared that the **MORTGAGEE** shall hold the moneys to arise from any sale in pursuance of the aforesaid power **UPON TRUST** in the first place there out to pay all the expenses incurred on such sale (and in the next place to pay to the Delhi Development Authority the lessor of the Mortgaged property.....50 per cent of the unearned increase pursuant to clause of the said lease) and then to pay moneys in or towards the satisfaction of

the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v) “In the event of the sale or foreclosure of the Mortgaged or charged property, the Lessor (Director, Indian Institute of Technology Guwahati) shall be entitled to claim and recover fifty per cent of the unearned increase in the value of the residential plot as aforesaid and the amount of the Lessor’s share of the said unearned increases shall be the first charge, having priority over the said mortgage or charge . The decision of the Lessor in respect of the market value of the said residential plot shall be final and binding on all parties concerned, provided that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.

(vi) The **MORTGAGOR** hereby covenants with the **MORTGAGEE** as follows :--

- (a) That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, assign and assure the **MORTGAGED** property unto and to the use of the **MORTGAGEE** in a manner aforesaid .
- (b) That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee . The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimate furnished by him to the Mortgagee , that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house, He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor ,he/she will be liable to pay to the mortgagee forthwith the entire advance received by her/him together with interest thereon at..... per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the Mortgagor.
- (c) That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months ofunless an extension of time allowed in writing by the Mortgagee, in case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lumpsum. The mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilized for the purpose for which it was sanctioned.
- (d) That the **MORTGAGOR** shall immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire , flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the **MORTGAGEE**, the premium receipts for inspection. In the event of failure on the part of the **MORTGAGOR** to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the **MORTGAGEE** to insure the said house at the cost of the **MORTGAGOR** and add the amount of premium to the outstanding amount of the advance and the **MORTGAGOR** shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at..... till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of the presents. The

Mortgagor shall give a letter to the Mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

- (e) That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay the Municipal and other local rates, taxes and all other outgoing in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.
- (f) The Mortgagor shall afford facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.
- (g) The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.
- (h) That the said Conveyance Deed, dated , is now valid and subsisting the lease of the said Mortgaged property and are in nowise void or voidable and rents and the covenants and conditions in and by the indenture of Lease reserved have been paid , performed and observed up to the date of these presents and that the same is assignable in the manner hereinbefore stated.
- (i) That the Mortgagor will so long as any money shall remain owing on security or the said Mortgaged property, hereinbefore expressed to be hereby assigned and in any case for the period of the said arrangement, duly observe all the covenants by the Lease and conditions contained in the said Indenture of Lease referred against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.
- (j) That the Mortgagor shall not during the continuance of these present charge, encumber, alien or otherwise dispose of the Mortgaged property. However, if the Mortgagor covenants to create a second mortgage in favour of any other financial institution, he shall not do so without obtaining the prior permission of the Mortgagee and on the consent being given, the draft of second mortgage will be submitted to the Mortgagee for approval:

Provided, always that in the event of the Mortgagor creating a second Mortgage on the same premises only by deposit of title deeds in favour of a financial institution including **HDFC** or a Bank, the Mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over such documents of title to the said premises as are in possession of this Mortgagee, to the said financial institution for the sole purpose of creating the said proposed second Mortgage.

It is strict condition that before the said documents of title are handed over by the Mortgagee to the said financial institution as hereinbefore provided, that the said financial institution and the Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by this Mortgagee that---

- (i) the said documents of title shall be held and retained by the financial Institution concerned only as a second Mortgage subject and subordinate to the rights of this Mortgagee hereunder;
- (ii) the said financial institution shall not at any time or for any reason part with such title deeds without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion;

- (iii) after at any time, the said financial institution ceases to be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee;
- (iv) the said financial institution shall produce or cause to be produced the said title deeds as and when required by this Mortgagee for any reason whatsoever regardless of whether the said proposed second mortgage due to be in existence or otherwise discharged; this will be in the understanding that as soon as the purpose is served, the same shall be returned by the mortgagee to the financial institution, to be dispensed subject to these conditions ;
- (v) nothing in these provisions shall be construed to create any financial or other obligations or liabilities in this Mortgagee, *vis-à-vis* the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be the paramount Mortgagee.

(k) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to the Mortgagee.

SCHEDULE ABOVE REFERRED TO
(To be filled in by the Mortgagor)

IN WITNESS WHEREOF THE MORTGAGOR has hereunder set his hand and Dr..... in the Office of **Indian Institute of Technology Guwahati** for and on behalf of the Institute has hereunto set his hand.

Signed by the said (Mortgagor).....

In the presence of :-

1st witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :

Signed by Dr.....in the Office of **Indian Institute of Technology Guwahati** for and on behalf and by order and direction of the **Director, Indian Institute of Technology Guwahati**

In the presence of :-

1st witness :
Address :
Occupation :

2nd witness :

Address :

Occupation :

From of Reconveyance for House Building Advance (vide Rule 8 (d))

THIS DEED OF RECONVEYANCE IS MADE THISday of two thousand **BETWEEN THE INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI** (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the one part and of(hereinafter called the Mortgagee which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of Mortgage , dated the day of two thousand two **BETWEEN** the Mortgagor of the one part and the Mortgagee of the other part and registered at in Book volume Pages..... toas No.....for(hereinafter called the **PRINCIPAL INDENTURE**). The Mortgagor by the said Principal Indenture mortgaged the property at.....and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs..... made by the Mortgagee to the Mortgagor.

AND WHEREAS ALL MONEYS due and owing to the security of the **PRINCIPAL INDENTURE** have been fully paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute Reconveyance of the Mortgaged premises as is hereinafter contained. Now **THIS INDENTURE WITNESSETH** that in pursuance of the said agreement and consideration of the premises the Mortgagee doth hereby grant , assign and reconvey unto the Mortgagor, **ALL THAT THE** piece of land situated at and comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights, easements and appurtenances as in the **PRINCIPAL INDENTURE** expressed and all the estates right title interest property claim and demand whatsoever of the Mortgagee into out of or upon the premises by virtue of the **PRINCIPAL INDENTURE** to have and to hold the premises herebefore expressed to be granted, assigns and reconveyed unto and to the use of the Mortgagor , for even freed and discharged from all moneys intended to be secured by the said **PRINCIPAL INDENTURE** and from all sections , suits , accounts, claims and demands for , or in respect of the said moneys or any part thereof for, or in respect of the **PRINCIPAL INDENTURE OR** of anything relating to the premises **AND THE** Mortgagee hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof , are/is or can be impeached , incumbered or effected in title estate or otherwise howsoever, **IN WITNESS** whereof the Mortgagee has caused on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed byfor and on behalf of the Mortgagee

.....

(Signature)

**(For and on behalf of the Indian Institute of
Technology Guwahati)**

In the presence of :-

1st witness :
Address :
Occupation :

2nd witness :
Address :
Occupation :

MORTGAGE DEED

[Rule 5 (a)]

This indenture made this day oftwo thousand and
BETWEEN son/ daughter of
....., at present employed as
.....in the **Indian Institute of Technology Guwahati, Guwahati– 781 039** referred to as "THE MORTGAGORS" which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns of the ONE PART and **THE DIRECTOR, INDIAN INSTITUTE OF TECHNOLOGY GUWAHATI** (hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS THE MORTGAGORS are the sole and absolute and sole beneficial owners and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house, hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured in the construction plan and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS one of the MORTGAGORS (herein referred to as Applicant Mortgagor) applied to the MORTGAGEE for an advance of **Rs..... (Rupees only)** for the purpose of enabling the SAID APPLICANT MORTGAGOR -

To construct a house on the said hereditaments,

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of **Rs..... (Rupees only)** (insert full amount), vide the **Office Letter No..... dtd.....**, a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein, etc.

AND WHEREAS one of the conditions for the aforesaid advance is that, the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the "Rules to regulate the grant of advances to Central Government servants for building, etc., of houses" issued by the Government of India, Office of Works, Housing and Supply with their **O.M. No. H-II-27(5)/54, dated the 12th April 1956** (hereinafter referred to as the "said Rules" which expression shall where the context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE-

[has sanctioned to the MORTGAGOR an advance of **Rs..... (Rupeesonly) on** and in the manner provided in the said Rules upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Rules as hereinafter mentioned secured in the manner hereinafter appearing:

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following installments: -

1st installment of **Rs.....** disbursed on

2nd installment of **Rs.....** on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

(Rs..... when the construction of the house, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, roads, drainage and sewerage.)

NOW THIS INDENTURE WITNESSETH as follows: -

(i) (a) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Rules, the MORTGAGORS DO hereby covenant with the MORTGAGEE that the Mortgagors shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of **Rs..... (Rupees only) by 180 (one hundred eighty) monthly installments of Rs..... (Rupeesonly) and last installment i.e 180th no. being Rs..... (Rupees only)** from the pay of the APPLICANT commencing from the pay of the applicant commencing from the 18th month following the drawal of the 1st instalment or from the month following the completion of the house, whichever is earlier and the APPLICANT hereby authorizes the

Mortgagee to make deductions from his/her monthly pay/leave salary/subsistence allowance of the amount of such installments and the APPLICANT Mortgagor shall after paying the full amount of the advance also pay interest due thereon in the manner and on the terms specified in the said Rules, provided that the APPLICANT Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

(i) (b) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Rules, the APPLICANT MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the APPLICANT Mortgagor shall always duly observe and perform all the terms and conditions of the said Rules and shall repay to the MORTGAGEE the said advance of **Rs..... (Rupeesonly) by monthly installments of Rs..... (Rupeesonly) and last installment i.e 180th no. being Rs.....(Rupees..... only)** from the pay of the APPLICANT Mortgagor commencing from the month of 18th month following the drawal of the 1st instalment or from the month following the completion of the house, whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his Gratuity/Death-cum-Retirement Gratuity and the APPLICANT Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly pay /leave salary/subsistence allowances of the amount of instalments and from his Gratuity/Death-cum-Retirement Gratuity of such of the balances remaining unpaid at the date of his death/retirement/ superannuation as hereinbefore mentioned, failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

(ii) If the APPLICANT MORTGAGOR shall utilize the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full, or if the APPLICANT MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Rules and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at 13% per cent per annum calculated from the date of the payment by the MORTGAGEE of the first installment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT Mortgagor as may be appropriate under the rules of service applicable to the Principal Mortgagor.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due

to the MORTGAGEE under the terms of these presents, the MORTGAGOR doth hereby grant, convey, transfer, assign and assure unto the MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule hereunder written together with buildings erected or to be erected by Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances including all erections and building erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the Mortgagee absolutely for ever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained NAMELY that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR recover, transfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on their part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the receipts of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance, if any, to be paid to the Mortgagor.

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

[a]. That the MORTGAGOR now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

[b]. That the APPLICANT Mortgagor shall carry out the construction of the additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure there from is permitted by the Mortgagee. The APPLICANT Mortgagor shall certify, when applying for installments of advance admissible at the roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already

drawn out of the sanctioned advance has actually been used on the construction of the House. He will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the APPLICANT Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at 11% per cent per annum and further will also be liable to appropriate disciplinary action under the rules of service applicable to the APPLICANT Mortgagor.

[c]. That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of drawl of 1st advance unless an extension of time is allowed in writing by the Mortgagee. In case of default the Principal Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Rules, in one lumpsum. The APPLICANT Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

[d]. That the Mortgagor shall immediately insure the house at his own cost, with the Life Insurance Corporation of India or any other subsidiary insurance company where Government of India holding stake in it, for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss of damage by fire, flood and lightning as provided in the said Rules till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of premium had been advanced to him as part of the aforesaid advance till the amount is repaid to the MORTGAGEE or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that Mortgagee is interested in the insurance policy secured.

[e]. That the Mortgagor shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the Mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

[f]. The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

[g]. The APPLICANT Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

[h]. That the Mortgagor shall not during the continuance of these presents charge, encumber, alien or otherwise dispose of the mortgaged property. However, if the Mortgagor covenants to create a second mortgage in favour of any other financial institution, he shall not do so without obtaining the prior permission of the Mortgagee and on the consent being given, the draft of the second mortgage will be submitted to the Mortgagee for approval:

Provided, always that in the event of the Mortgagor creating a second Mortgage on the same premises only by deposit of title deeds in favour of a financial institution including HDFC or a Bank, the Mortgagee may, at the written request of the Mortgagor and the financial institution concerned to this Mortgagee, hand over such documents of title to the said premises as are in possession of this Mortgagee, to the said financial institution for the sole purpose of creating the said proposed second Mortgage.

It is a strict condition that before the said documents of title are handed over by the Mortgagee to the said financial institution as hereinbefore provided, that the said financial institution and the Mortgagor shall assure and undertake to the Mortgagee in writing in such form as may be determined by this Mortgagee that-

- (i) The said documents of title shall be held and retained by the financial institution concerned only as a second mortgage subject and subordinate to the rights of this Mortgagee hereunder;
- (ii) The said financial institution shall not at any time or for any reason part with such title deeds without written consent of this Mortgagee first had and obtained and on such conditions as may be imposed by this Mortgagee at its discretion;
- (iii) After at any time, the said financial institution ceases to be second Mortgagee of the said premises, the said financial institution shall be obliged to return the said title deeds to this Mortgagee only, whether or not any demand in this behalf is made by this Mortgagee;
- (iv) The said financial institution shall produce or cause to be produced the said title deeds as and when required by this Mortgagee for any reason whatsoever regardless of whether the said proposed second mortgage due to be in existence or otherwise discharged; this will be in the understanding that as soon as the purpose is served, the same shall be returned by the Mortgagee to the financial institution, to be dispensed subject to these conditions;
- (v) Nothing in these provisions shall be construed to create any financial or other obligations or liabilities in this Mortgagee, vis-a-vis the said financial institution or shall in any manner alter, abridge or abrogate the rights of this Mortgagee hereunder, who shall always be and continue to be the paramount Mortgagee.
- (vi). That the delay or non-enforcement of any clause or clauses of this Mortgage Deed by the Mortgagee shall not be deemed and or construed to act as a waiver estoppe or acquiescence by the Mortgagor, and the rights of the Mortgagor to enforce this agreement shall continue to subsists till all its dues are realized.
- (i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death

preceding retirement of the applicant Mortgagor from the whole or any specified part of the gratuity that may be sanctioned to him.

SCHEDULE ABOVE REFERRED TO

(To be filled in by Mortgagors)

All that part and parcel of land measuring sq.ft land covered by Kheraj periodic
Patta No., **Dag No.** situated at
under Mouza in the District of
bounded by

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and **Dr. B. N. Raychoudhury Registrar, IIT Guwahati** for and on behalf of the **Indian Institute of Technology Guwahati** has hereunto set his hand.

Signature of the MORTGAGOR

Designation.....

Office to which attached.....

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation:

Registrar,
[For and on behalf of the **Indian
Institute of Technology Guwahati**]

In Presence of –

1st Witness:

Address:

Occupation:

2nd Witness:

Address:

Occupation: