

HOUSE BUILDING ADVANCE

(Forms & Agreement formats)

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FORM-I
(See Rule-5)

APPLICATION FORM FOR THE GRANT OF AN ADVANCE TO THE
GOVERNMENT EMPLOYEES FOR

	a.	Purchase of site-cum-construction of house/flat.	
	b.	Purchase of Ready built house/flat, and	
	c.	Construction of house/flat on the site already owned by the applicant/spouse/minor child.	
1.	a.	Name (in block letters).	
	b.	Designation.	
	c.	Scale of Pay.	
	d.	Basic Pay	
2.	a.	Department and Office in which employed.	
	b.	Administrative Department of Secretariat.	
	c.	Station where posted.	
3.		Please state:	
	1.	Whether you are a permanent or non-permanent Government employee and the length of service rendered under the Government.	
	2.	Your permanent post (if any and the name of office and department concerned).	
	3.	Date of birth and age at next birth day.	
	4.	Date on which you will attain the age of 58/60 years.	
	5.	Is your wife/husband a State Government employee? If so give her/his name, designation, department, under which employed etc.,	

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4.		Do you or your wife/husband /minor child already own a house/flat or have a house/flat acquired through hire purchase or otherwise? If so, please state:-	
	1.	Station where it is situated with exact address.	
	2.	Floor area (in sq.ft)	
	3.	Its approximate valuation.	
	4.	Reasons for desiring to own another house.	
5.	a.	Do you require the advance for building a new house/flat? If so, please indicate.	
	1.	Approximate floor area of the house proposed to be constructed (in sq. ft.)	
	2.	Estimated cost.	Cost of land. Rs. Cost of building. Rs. Total Rs.
	3.	Amount of advance required (Rs.)	
	4.	No.of monthly installments in which the advance is proposed to be repaid. (i) Principal (ii) Interest	
		(A plan of the house should accompany the application)	
		NOTE: Entries in Column 2 above will have to be supported by specifications, estimates and plan ;at the appropriate stage.	
	b.	Whether you are already in possession of the land? If so, please state:-	
	1.	Name of the city or town where it is located.	
	2.	Whether you wish to settle there, after retirement.	
	3.	Area of the plot (in sq.yards)	
	4.	Name of the Municipal or other local authority (if any) in whose jurisdiction it is located.	

6.		If no plot of land is already in your possession, how and when do you propose to acquire one? State the approximate plot area (in sq.ft.) proposed to be acquired.	
7.		Do you require the advance for purchase of ready-built house/flat?	
a.	i.	If so, and in case you already have a house/flat in view, please state:-	
	1.	Exact location of the house/flat.	
	2.	Floor area of the house/flat (in sq.ft.)	
	3.	Plinth area of the house/flat (in sq.ft.)	
	4.	Age of the ;house/flat	
	5.	Municipal valuation of the house/flat	
	6.	Name and address of agency offering for sale.	
	7.	Approximate price expected to be paid.	
	8.	Amount of advance required.	
	9.	No. of monthly installments in which the advance with interest is proposed to be paid.	
	ii.	Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house/flat?	
		NOTE:- A plan of the house/flat should accompany the application.	
	b.	If you do not already have a house/flat in view, how when and where do you propose to acquire one? Indicate:-	
	1.	The approximate amount to which you are prepared to buy a house/flat.	
	2.	The approximate amount of advance required.	
		NOTE:-details specified against item (7)(a) above should be furnished in this case also as soon as possible and in any case before the full amount of the advance can be drawn.	
	3.	No. of monthly installments in which the advance with interest is proposed to be repaid.	

8.		Is the land on which the house/flat stands, or is proposed to be constructed, free hold or lease hold? If lease hold, state:-	
	1.	The term of the lease.	
	2.	How much of the term already expired.	
	3.	Whether conditions of the lease permit the land being mortgaged to Government.	
	4.	Premium paid for the plot.	
	5.	Annual rent of the plot.	
		NOTE: A copy of the lease/sale deed should accompany the application..	
9.	a.	Is your title to land/house/flat undisputed and free from encumbrances?	
	b.	Can you produce, if required, original documents (sale or lease deed) in support of your title? If not, state reasons thereafter indicating what other documentary proof, if any, can you furnish in support of your claim? (See item 5(b) and 6 above).	
	c.	Does the locality in which the plot of land/house/flat is situated possess essential services like roads, water supply, drainage sewerage, street lighting, etc., (Please furnish a site plan, with complete address.	

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10.		In case you happen to be due to retire from service within ten years of the date of this application and are eligible for the grant of a gratuity or retirement gratuity, do you agree by giving a declaration in the Agreement Form that the Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement from the whole or any specified part of the gratuity that may be sanctioned to you?	
11.		Is rule 5 (b) applicable to your case? If so, state:-	
	i.	The name, designation, scales of pay/Office/Department, etc., of the permanent Government servant who is willing to stand surety for you.	
	ii.	The date on which the proposed surety is due to attain the age of 58/60 years.	

DECLARATION

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 loans to State Government employees for house building purposes and agree to abide by the terms and conditions stipulated therein.

3. I certify that*

- (i) my wife/husband is not a Government servant
my wife/husband who is a Government servant, has not applied for and/or obtained an advance under these Rules.
- (ii) neither I nor my wife/husband has applied for and/or obtained advance or loan from any other Government source for the acquisition of a house.

Signature of the
applicant Designation.

Station:

Date:

FORM - IX

(See note (1) under Rules-7 (2) and note under-7 (5) (a))

Form of Agreement to be executed in case where the property is in the name of the spouse and if the advance is for construction of a house/flat or for repairs etc.

This agreement made this day.....
ofbetween..... (hereinafter called the loanee) of he one part
and the Governor of Andhra Pradesh (hereinafter called the Government of the
other part).

Whereas Sri/Smt..... is granted a loan of
Rs.in order No.....dated.....
under the Rules relating to the payment of advances to the Government employees
for House building purposes (hereinafter called the said Rules) for the purpose of
construction of a house/flat or for carrying out the repairs, to the land/building
belonging to his wife/minor child.

And whereas the said Sri/Smt..... has mortgaged the
land/building in favour of the Government as security for the repayment of the loan.

Now this deed witnesseth as follows:

This Sri/Smt..... Hereby agrees to repay the
loan in equal monthly installments with interest accrued thereon at
.....% per annum.

That the loanee further agrees that the Government shall have right to
recover the loan installments as aforesaid by making deductions from the loanee's
salary.

That the loanee also agrees that he./she will be bound by the said
rules.

It witness whereof the parties to this deed have signed the same in
token of acceptance thereof.

Signature of the Loanee

Witnesses:

- 1.
- 2.

Signed by

For and on behalf of the
Governor of Andhra Pradesh

Witnesses:

- 1.
- 2.

Signature
Designation

FORM - XII

(See note under Rule-7 (2) (a) and 7 (5) (a))

Form of mortgage deed to be executed at the time of drawing an advance for the purpose of the construction of a house/flat or carrying out repairs to the building in cases where property is in the name of the spouse.

This deed of mortgage is made on day of20 . BetweenH/O or W/o..... (hereinafter called the mortgagor) which expression shall where the context otherwise requires include his/her heirs and legal representatives of the one part, and the Governor of Andhra Pradesh (hereinafter called the mortgagee) which

Expression shall where the context otherwise requires shall include his/her successors in office and assigns of the other part, on the terms and conditions mentioned below.

Whereas the Government of Andhra Pradesh has agreed to sanction a loan of Rs.....(Rupees.....only) to Sri/Smt.....working as.....in.....Department the wife/husband of the mortgagor under the Rules relating to the payment of advances to the Government employees for House building purposes (hereinafter called the said Rules, which expression shall include any amendment thereof or addition thereto for the time being in force) for the construction of the house/for carrying out repairs to the house.....of which the mortgagor is the owner, and which building is being mortgaged herein.

And whereas the Mortgagor has agreed to be bound by the terms of the said.

Now this indenture witnesseth as follows:- That in consideration of the payment of said loan in terms of the said Rules to Sri./Smt.....aforementioned and in consideration of the agreement made by the mortgagor to guarantee repayment of the said sum the mortgagor hereby agrees to repay the said loan or balance thereof as the case may be and in case there is any breach or non fulfillment of the terms and conditions contained in the said rules for the grant of the said loan on the part of the said Sri/Sri.....and hereby transfers and conveys by way of mortgage all the house/site and rights and interests appurtenant thereto situated at

.....more fully described in the Scheduled and delineated in the plan attached thereto; unto the mortgagee and to hold the same until fulfillment of the provisions in the said rules and repayment of the loan by Sri/Smt.and until the fulfillment of the conditions of this deed; and also agrees.

(1) that in case the said Sri/Smt.....fails to repay the loan, the mortgagor shall repay the loan;

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(2) that on non-fulfilment or of breach of the said rules the mortgagee or its nominee, shall be entitled to realise the amount paid as loan from time to time by sale of the building-hereby mortgaged; and

(3) that in breach of terms of this deed or the conditions of loan, the mortgagee shall be entitled to cause the mortgaged building/site to be sold either by public auction or private contract with power to buy the mortgaged building/site and the mortgagor agrees not to raise any objection of such dues;

The condition of this deed is that on repayment of the loan by Sriand on fulfillment of such conditions as contained in the said Rules or in this deed shall be void and ceases to be in force.

In witness whereof the parties to this deed have signed the same in token of acceptance thereof.

Mortgagor....

Witnesses:

- 1.
- 2.

For and on behalf and by the order and direction of the Governor of Andhra Pradesh.

Witnesses:

- 1.
- 2.

Signature

Designation

Encl:

Plan and Schedule.

FORM XIV
[See Rule 13]

Deed for Reconveying the Mortgaged Property

THIS DEED OF RECONVEYANCE IS MADE theday of..... 200.....BETWEEN THE GOVERNOR OF ANDHRA PRADESH (hereinafter called MORTGAGEE which expression shall unless executed by or repugnant to the subject or context include his successors in office and assigns) of the one part andof(hereinafter called the MORTGAGOR which expression shall unless excluded by or repugnant to the subject or context include his / her heirs, executors, administrator and assigns) of the other part.

WHEREAS by an indenture of MORTGAGEE, Dated theday.....of199.....and made BETWEEN the MORTGAGOR of the one part and the MORTGAGEE of the other part and the registered atin Book No.....volume.....pages.....toas No..... for.....(hereinafter called the Principal Indenture). The MORTGAGOR by the said Principal Indenture mortgaged the property atand more particularly described in the Schedule hereunder written to the MORTGAGEE TO secure as advance of Rs.....made by the MORTGAGEE to the MORTGAGOR.

AND WHEREAS ALL MONEY due and owing on 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 a reconveyance of the MORTGAGED premises as is hereinafter contained. Now this Indenture Witness that in pursuance of the said agreement and in consideration of the premises the MORTGAGEE DOTH hereby grant assign and re-convey unto the MORTGAGOR. ALL THAT the piece ofand situated atand comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights easements 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 said premises by virtue of the Principal Indenture to have and to hold the premises hereinbefore expressed to be hereby granted assigned and reconveyed unto and to the use of the MORTGAGOR, for ever freed and discharged from all moneys intended to be secured by the said Principal Indenture and from all actions, suits, accounts, claims and demands for, or, in respect of, the said moneys or any part thereof, or for or in respect, or, 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 is or can be impeached, encumbered or effected in the 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 REFFERED TO

House / Land situated inas bounded in the :-

- (1) East
- (2) South
- (3) West
- (4) North

Signed by.....for and on behalf of the MORTGAGEE in the presence of

Mortgagee:
Designation:

Witness:

1st Witness :
 Address :
 Occupation :

2nd Witness :
 Address :
 Occupation :

payment of advances to the Government employees for House building Purposes” issued in G.O.Ms.No.311, Fin & Plg (FW.A&L) Dept., Dated 6.11.96 (hereafter 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 Schedule hereunder written.

AND WHEREAS THE MORTGAGEE has paid 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:

NOW THIS INDENTURE WITNESSETH as follows:

(i) 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 the MORTGAGOR DOETH 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) sanctioned vide proceedings Rc.No... /200 /A2 Dt , dated of Commissioner of Sericulture, A.P., Hyderabad by ...() ..Monthly installments commencing from the pay of the MORTGAGOR of the month of200 and the MORTGAGOR hereby authorizes the MORTGAGEE to make deduction from his monthly pay leave salary of the amount of such installments and the MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in lump sum from the retirement gratuity 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 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 MORTGAGOR to repay the amount in a shorter period.

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(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, superannuating or if he/she dies before the repayment of the advance in full, or if the 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 Normal rate of interest to be charged under the said Rules 8.5% Percent per annum calculated from the date of the payment by the MORTGAGEE of the amount/first/second, installment of the said advance. www.apteachers.in

(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 as prescribed in the schedule hereunder written together with the buildings erected or to be erected by the 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 buildings 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 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

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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 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 superannuating 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 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 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 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.

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(v) 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 transfer, assign and assure the MORTGAGED property unto and to the use of MORTGAGEE in manner aforesaid.

(b) That 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.

(c) That the MORTGAGOR shall not during the continuance of these present charge, encumber, alien or otherwise dispose of the Mortgaged property.

(d) 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 proceeding retirement, from the whole or any specified part of the gratuity that may be sanctioned to the MORTGAGOR.

SCHEDULE ABOVE REFERRED TO.

Land Bearing Plot No...--.....in survey No.admeasuring
...sq. Yards situated in Dist.....District under
.....as bounded on the

- 1) East :- ...
- 2) South :- ...
- 3) West :- ...
- 4) North :-

In witness whereof the MORTGAGOR has hereunto set his hand the Governor of Andhra Pradesh has caused Shri. ... in the Office of the ... for on his behalf to set his hand hereunto the day month and year first above written.

Signed by the said. (Mortgagor)
in the presence of

1st witness :
Address :
Occupation :

(Signature of Mortgagor)

2nd Witness :
Address :
Occupation :

Signed by Shri..... in the Office of
..... for and on behalf of the Governor of Andhra Pradesh in the
presence of

1st witness :
Address :
Occupation :

2nd Witness :
Address :
Occupation :

Signature and Designation of the Officer.