

**Form of Agreement to be executed at the time of drawing an advance by a Central Government Servant for purchase of plot of land and building a house, enlargement of existing house and purchase of a ready-built house, where the title is absolute**

AN AGREEMENT MADE THIS ..... day of ... one thousand nine hundred 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 President of India (hereinafter called 'the Government' 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 ... described in the scheduled hereto annexed and whereas the Borrower has under the provision of the Rules framed by the Government of India to regulate the grant of advances to Central Government 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 Government for an advance of Rupees.....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 Government has sanctioned an advance of Rupees .....to the Borrower, vide the Ministry/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 Installment) to be paid by the Government 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 Government to the Borrower as provided in the said rules, the Borrower hereby agrees with the Government-

[a] to repay to the Government 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 Installments of Rupees .....from his pay commencing from the month of ..... Two Thousand and ..... or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorizes the Government to make such deductions from his monthly pay, leave 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 instalment to be paid] out of the said sanctioned advance or within such further time as Government/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 Government the sale deed in respect thereof failing which the borrower shall refund to the Government 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 the aforesaid amount in the purchase of the said ready-built house and mortgage it to the Government failing which the borrower shall refund forth with to the government the entire amount of advance received by him together with interest thereon unless an extension of time is granted by the Government.

[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 Government 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 Government.

[iv] Within three months of taking possession of the ready built flat under the Self-Financing Housing Scheme of the ..... mortgage it to the Government of India failing which the borrower shall refund forthwith to the Government 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 Government forthwith.

[3] To execute a document mortgaging the said house/and along with the house to be built thereon to the Government 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 Government within two months of the date of drawal of the part of the advance for that purpose, or within such further time as the Government/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 Government/Head of the Department may allow in this behalf/\* if the borrower fails to complete the construction/enlargement of the said house as herein before agreed, or if the borrower becomes insolvent or quits the service of the Government or dies, the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the Government.

[5] The Government shall be entitled to recover the balance of the said advance with interest remaining unpaid at 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 Government in that behalf, if any amount becomes refundable or payable by the borrower to the Government, the Government will be entitled to recover the same as arrears of land revenue.

[7] The stamp duty payable on these presents shall be borne and paid by the Government.

**Schedule Above Referred To\***

**IN WITNESS WHEREOF THE BORROWER** has hereunto set his hand and Shri..... in the Ministry/Office of..... for and on behalf of the President of India has hereunto set his hand.

.....  
(Signature of the Borrower)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Shri.....in the Ministry/Office of.....

.....  
(For and on behalf of the President of India)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

## ANNEXURE 1

### FOR OF TRIPARTITE AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN ADVANCE BY EMPLOYEES OF CENTRAL GOVERNMENT FOR PURCHASE OF FLAT/HOUSE UNDER THE "SELF FINANCING SCHEME" OF THE

THIS AGREEMENT made this .....day of ..... Two thousand ..... between Shri ..... S/o Shri ..... resident at ..... hereinafter called the borrower (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the first part, the ..... a body corporate constituted under section .....hereinafter called the Society of the second context shall include its successors and assigns) of the third part.

WHEREAS the borrower desired to purchase a ready built flat/house from the society under its Self Financing Housing Scheme (hereinafter referred to as "the said Scheme") which envisages allotment of ready of construction in Installments as mentioned in the brochure of the scheme.

AND WEREAS the Borrower has under the provisions of the rules framed by the Central Government to regulate the grant of advance to the referred to as the said rules including any modifications thereof) applied to the Government of India for an advance of Rs..... to purchase a house/ flat under the scheme and the Government of India has sanctioned External Affairs letter No..... dated..... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

In consideration of the sum Rs.....(Rupees.....)already deposited by the borrower as initial purchase of a ready-built house/flat and the sum of Rs. (Rs.....) (insert the amount of advance sanctioned) to be paid by the Government of India directly to the Society on behalf of the borrower. It is hereby agreed to by and between the parties hereto as follows:-

1. On receipt of an assurance from the Society that the house will be allotted to the borrower herein, the amount of House Building Advance permissible will be sanctioned to the borrower but the actual Installment of Rs.....(Rupees..) on execution of the requisite documents mentioned in Para 2(i) of the Installment of Rs..... (Rupees...) on production of demand notice consistent with the progress of construction certified by an engineer of appropriate status as may be determined by that Society.

The amount in 'excess of the amount of House Building Advance permissible and sanctioned to the borrower will be paid by the borrower to the Society directly so as to make the payment to the Society in the manner as mentioned herein before.

In case there is any delay in payment of the Installment by Government of India or the borrower or any other default. in either case it will be treated a default on the part of the borrower and consequence of such a default will be borne by the borrower whose sole responsibility it shall be to make all the payments.

2. The Society will maintain a separate account for the borrower and adjust the payment of advance received by it from Government of Indian against the cost of construction of particular category of house/flat applied for by him.

3. On completion of the house/flat and subject to the fulfillment of all relevant terms and conditions given in the brochure. which is annexed to these presents its possession will be handed over to the borrower forthwith along with the title thereto on lease/freehold right basis who will mortgage the house/flat within .... days to ..... as security for the said advance. He should also furnish all the necessary certificates for the purpose of registration.

4. The cost of house/flat. if in excess of the amount of the House Building Advance sanctioned, will be borne and paid by the borrower.

5. The borrower is to repay to the Government the said amount of Rs..... (Rupees ..... ) in .....(number of Installments to filled in) quarterly Installments of Rs..... through personal cheques in Indian Rupees. The first Installment of recovery of advance shall commence after 18 months of the release of the first Installment of the advance or from the month following obtaining of the possession of the house whichever is earlier.

6. If the borrower wants to withdraw from the Scheme or fails to pay the balance amount representing the difference between the House Building Advance sanctioned by the Government and the actual cost of the house/flat. or quits the service of the Government or dies the amount of the House Building Advance will be refunded forthwith to the Government. The amount of initial deposit of Rs..... will be refunded to the borrower or his legal heirs, as the case may be, by the Society after deducting such amount as may be payable by him as communicated in the brochure.

Provided, however, in the event the borrower quits the service of the Government or dies. the Society may, in its absolute discretion, be to deposit the amount refunded to the Government as mentioned herein above on an undertaking by the borrower or his legal heirs, as the case may be to pay such further sum or sums as may have been payable by him under these presents to the Society:

Provided, further that in the event the borrower quits the service of the Government or dies, as the case may be the terms of this agreement as applicable to the society and the borrower shall be deemed to continue and shall always be deemed to have been continued irrespective of the fact that in relation to the Government this agreement has come to an end.

The stamp duty payable on these presents shall be borne by the Government servant.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri..... of the Society has hereunto set his hand and Shri..... for and on behalf of the President of India has hereunto set his hand.

Signed by the Borrower

1st Witness :

Address :

Occupation :

2nd Witness :

Address :

Occupation :

Signed by Shri..... of the ..... in the presence of

1.

2.

Signed by Shri ..... in the Ministry of External Affairs for and on behalf of the President of India.

#### SCHEDULE OF THE PROPERTY

One of the flats in the GGEWHO's Scheme at Sector 36 Gurgaon.