

**FORM NO.6**

**SURETY BOND**

( vide Rule 5)

**KNOW ALL MEN BY THESE PRESENTS THAT I,** \_\_\_\_\_  
Son/daughter/wife of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_, in the District of \_\_\_\_\_ at present employed as a  
permanent \_\_\_\_\_ in the \_\_\_\_\_ (hereinafter called "the Surety") am  
held and firmly bound unto 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) in the sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) to be paid to the Government  
**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 \_\_\_\_\_ Two thousand and \_\_\_\_\_.

**WHEREAS** \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_, resident  
of \_\_\_\_\_ in District of \_\_\_\_\_ at present employed  
as a temporary/permanent \_\_\_\_\_ in the \_\_\_\_\_ (hereinafter called "the  
Borrower") (but is due to retire on \_\_\_\_\_) applied to the Government 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 Government sanctioned the payment of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) under the Rules framed by the  
Government of India to regulate the grant of advance to Central Government servants building, etc, of  
house vide the Ministry/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 undertaken to repay the said amount  
in \_\_\_\_\_ monthly instalments. **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 Government having agreed to grant the  
aforesaid advance to the borrower the Surety has agreed to execute the above bond with such conditions  
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 Ministry/Office \_\_\_\_\_ duly and  
regularly pay or cause to be paid to the Government the amount of the aforesaid advance owing to  
the Government by instalments until the said sum of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ onl.y) shall be duly paid or mortgages to the  
Government the house built/purchased referred to above whichever event happens earlier, then

...../2

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 Government, the whole or so much of the said principal sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) together with the interest as shall then remain unpaid shall immediately become due and payable to the Government and recoverable from the Surety in one instalment 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 Government to the said Borrower.

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

Signed and delivered by the said \_\_\_\_\_.

Signature of Surety \_\_\_\_\_

Designation \_\_\_\_\_

Office to which attached \_\_\_\_\_

In the presence of :

1<sup>st</sup> Witness :

Address :

Occupation :

2<sup>nd</sup> Witness :

Address :

Occupation :

Signed by Shri \_\_\_\_\_ in the Ministry of \_\_\_\_\_

\_\_\_\_\_  
(For and behalf of the President of India)

In the presence of :

1<sup>st</sup> Witness :

Address :

Occupation :

2<sup>nd</sup> Witness :

Address :

Occupation :

( S-252)

**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) :
2. Ministry/Office :
3. Post held  
i) Permanent  
ii) Temporary
4. Length of Service on the date of application :
5. Present pay with pay scale :
6. Whether governed by Pension Rules :
7. Date of superannuation :
8. 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 :**

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

**A. PLOT**

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

**B. CONSTRUCTION**

Floor-wise area to be constructed in (sq. mtrs.)	Estimated cost	Amount of advance required (for land/ construction/both)	No.of instalments for repayment
8	9	10	11
Gr. Floor			
I Floor			
II Floor			

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

Location with address	Plinth area (in sq.mtrs.)	Plinth area proposed for enlargement (in sq. mtrs)	Cost of construction/acquisition of existing House	Cost of proposed Enlargement	Total plinth area (2+3)	Total cost (4+5)	Amount of advance required	No.of instalments for repayment
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.)

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

Location with address	Plinth area (in sq. mtrs.)	When constructed	Price settled	The agency from whom to be purchased	Amount a)Already Paid b)To be paid	Amount of advance required	No. of instalments for repayment
1	2	3	4	5	6	7	8

MISCELLANEOUS

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

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

13. 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 of index duly signed by 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 Government 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 Government servant/my wife/husband who is a Central Government 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 Government source (e.g., Ministry of Rehabilitation or under any Central or State Housing Scheme);
  - iii )the construction of the house for which the advance has been applied for, has not yet been commenced.

Station\_\_\_\_\_

Signature of the Applicant\_\_\_\_\_

Dated \_\_\_\_\_

Designation\_\_\_\_\_

Emp. Code No.\_\_\_\_\_

Telephone/Intercom No.\_\_\_\_\_

## FORM NO. 5

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.

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

AN AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ BETWEEN \_\_\_\_\_ son / daughter / wife 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 at \_\_\_\_\_ described in the schedule 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 \_\_\_\_\_ 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 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 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 forthwith 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 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 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 / land 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 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 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.

Signed by the said Borrower

\_\_\_\_\_



(Signature of the Borrower)

In the presence of :

1<sup>st</sup> Witness :  
Address :  
Occupation :

2<sup>nd</sup> Witness :  
Address :  
Occupation :

Signed by Shri \_\_\_\_\_  
In the Ministry / Office of \_\_\_\_\_

\_\_\_\_\_  
( For and on behalf of the President of India )

In the presence of :

1<sup>st</sup> Witness :  
Address :  
Occupation :

2<sup>nd</sup> Witness :  
Address :  
Occupation :