



TAMIL NADU ELECTRICITY BOARD

RULES TO REGULATE THE GRANT OF ADVANCES TO T. N. E. B. EMPLOYEES FOR BUILDING, ETC, OF HOUSES

(Corrected upto 31st October 1986.)

1986

**RULES TO REGULATE THE GRANT OF ADVANCES TO TAMIL NADU
ELECTRICITY BOARD EMPLOYEES FOR BUILDING ETC. OF HOUSES**

1. Eligibility : House Building Advance may be sanctioned to the Tamil Nadu Electricity Board Employees, whether permanent or non-permanent, if they have rendered on the date of application for the advance 6 (six) years continuous regular service.

Note: (i) These rules will not apply to the employees in service who have not come over or opted to come over to the revised scales of pay sanctioned in B.P. Ms. No. 2794, dated 28-12-1961 B.P.Ms. No. 135, dated 17-1-1962 and B.P. Ms. No. 370, dated 8-2-1962.

(ii) In cases where both the husband and the wife happen to be Tamil Nadu Electricity Board Employees and eligible for the grant of advance, a combined House Building Advance, based on their combined repaying capacity, may be sanctioned to them if they apply for it for the purchase of a single plot and construction of a house thereon/for the construction of a single house by them on the plot already owned by either of them/for the purchase of a single house by them/for the completion of construction of their house, for enlargement of living accommodation in the existing house owned by them. The combined House Building Advance shall be drawn and disbursed to either the husband or the wife and it shall be recovered from him/her as per the "Joint option and undertaking" which is executed by the husband and his wife at the time of their application for a combined House Building Advance. The quantum of the combined advance shall, however, be restricted to the maximum ceiling on the amount of advance fixed in these Rules. The detailed procedure to be followed for the sanction of a combined House Building Advance shall be as laid down in the B.P. Ms. No. 575 (Secretariat) dt. 23-10-81 and subsequent orders, if any, in the matter."

(iii) House Building Advance will not be sanctioned to an employee under the following circumstances:—

(i) Where a disciplinary proceedings is pending against him for charges of corruption, misappropriation of money or stores, misconduct involving moral turpitude or grave neglect of duty.

(ii) Where a vigilancé enquiry is pending against him into allegations of corruption, misappropriation of money or stores, misconduct involving moral turpitude or grave neglect of duty.

(iii) Where a criminal proceeding is pending in the Court.

(iv) Where he is under suspension.

2. Conditions to be Fulfilled : An applicant for the grant of an advance must satisfy the following conditions:—

(a) He must not have availed himself of any loan or advance for acquisition of a house in the past from the Board (State Housing Scheme or Low-Income Group Housing Scheme of the Government of India) :

Provided, however, that where the loan or advance, etc. already availed of does not exceed the amount admissible under these rules, it would be open to the Tamil Nadu Electricity Board employees concerned to apply for an advance under these rules on condition that he under takes to repay the outstanding loan or advance, etc. (together with interest (if any) thereon) forthwith in one lump sum to the Tamil Nadu Electricity Board.

(b) Neither the applicant nor the applicants' wife/husband/minor child shall be the owner of a house.

"Provided that this condition will not be applicable where the application is for the grant of an advance for enlarging living accommodation in an existing house owned by the Board employee concerned. In such cases, the applicant should be the Owner of the house which he/she propose to enlarge. He/She should not own any other house in his/her name or in the names of the spouse and minor children"

"Provided further that the House Building Advance may be sanctioned by the sanctioning authority after obtaining the prior approval of the Chairman in exceptional circumstances viz :—

- (i) Where the applicant or the applicant's wife/husband/minor child owns a house in a village and applicant desires to settle down in a town."
- (ii) Where an applicant happens to own a house jointly with other relations etc. and he desires to build a separate house for his bonafide residential purposes or he desires to enlarge the living accommodation of it.

J.P. Ms.
(FB)
No. 43
Sectt.
dated
11-5-'84

(c) The Vendor of the ready built house/flat/plot which the applicant proposes to purchase should not be a "close relative" to him.

Note : "The term 'close relative' in relation to the applicant will mean his wife or her husband".

(d) The floor area of the House to be constructed or purchased must not be less than 22 Sq. metres or 237 Sq. ft.

J.P. Ms.
No. 222,
Sectt.
dated
8-5-'81
B.P. Ms.
(Ch.)
No. 323
S.B.) dt.
27-9-'85

" Provided that this condition will not be applicable where the application is for the grant of an advance for the purchase of a ready built tenement from the Tamil Nadu Slum Clearance Board and houses/flats from the Tamil Nadu Housing Board".

3. Purposes for which advances may be granted :

An advance may be granted for :

(a) Constructing a new house (including acquisition of the suitable plot of land for the purpose), either at the place of duty or at the place where the Tamil Nadu Electricity Board employee proposes to settle after retirement. Applications for advance for purchasing a ready built house other than one built and allotted by the State Housing Board or by any of the Local Bodies or Co-Operative Housing Building Societies on hire purchase basis or for purchasing newly built flats from the Tamil Nadu Housing Board/Private parties on an outright purchase basis may also be considered.

Provided that in the case of purchase of ready built house, the Sanctioning Authority shall satisfy himself in consultation with a qualified Civil Engineer not below the rank of an Executive Engineer, as to the class and normal useful age of the house as specified in Columns (1) and (2) of the Table below and that the maximum age of the house does not exceed the number of years specified in Column (3) thereof.

Class of House	Normal useful age of the house	Maximum age of the house at the time of granting loan	Period of repayment	
			Advance	Interest
(1)	(2)	(3)	(4)	(5)
Class I	100 Years	30 Years	15 Years	5 Years
Class II	66 Years	15 Years	15 Years	5 Years
Class III	20 Years	5 Years	11½ Years	3½ Years
Class IV	15 Years	3 Years	9 Years	3 Years

J.P. Ms.
(Ch.)
No. 445,
dated
12-'84

(b) Enlarging/improving the living accommodation in an existing house owned by the Board employee concerned for two times.

Note : (i) The advance may be sanctioned also in cases where the employees of the Board after applying for the advance, but before its sanction by the Board raise private loan purely as temporary and urgent measure to repay the loan with the house building advance which will be sanctioned to them in their due turn and purchase the plot/purchase the plot and proceed with the construction of a house thereon/proceed with the construction of the house on the plot already owned by them/complete the construction of their house/enlarge the living accommodation in the existing house owned by them/purchase a ready built house. The sanction of the advance in such cases shall,

however, be subject to the condition that the employee concerned gives a specific undertaking that he shall repay the private loan raised by him immediately after drawing the advance upto the extent of his eligibility; and that he shall execute the necessary mortgage deed as per these rules. The advance will be sanctioned to the employees of the Board subject to the condition that prior permission had been obtained by the individual as laid down in the Tamil Nadu Electricity Board Employees Conduct Regulations. The authority sanctioning the advance and disbursing it, should ensure before disbursement that it will be possible for the Board's employee concerned to mortgage the property free from encumbrance as per these Rules.

(ii) The advance may be sanctioned also to the employees of the Board who apply for it after having commenced construction in the plots over which they have clear title; and the amount of advance in such cases shall be restricted to the estimated value of the balance of work still to be done at the time of application, subject to eligibility.

(c) For constructing residential flats by registered societies registered under the Tamil Nadu Co-operative Housing Societies Registration Act, 1960, or Tamil Nadu Societies Registration Act, 1975, consisting of employees of Tamil Nadu Electricity Board'.

Note: Each Scheme shall come to the Chairman of the Board for approval.

(d) Applications for the purchase of ready built house/flat should be accompanied by planning permission from the Madras Metropolitan Development Authority/approved licence of local body." (not only mere assessment).

4. Amount of Advance: (a) Not more than one advance shall be sanctioned under these rules to a Tamil Nadu Electricity Board employee during his entire service:

Provided that, where the construction of house for which, an advance was granted under rule 3(a) could not be completed due to increase in cost of materials and labour and the Board employee concerned requires financial assistance from the Board to complete the construction work, one additional advance to complete construction of the house may be sanctioned subject to the following conditions:—

- (i) that the sum total of the first advance and the additional advance does not exceed the maximum amount of advance admissible to him at the time of the grant of additional advance;
- (ii) that a period of three years has not elapsed from the date of drawal of the first instalment of the first advance intended for construction;
- (iii) that the additional advance shall be utilised only for completing the construction of the house as per the plan approved originally, on the basis of which the first advance was sanctioned.
- (iv) the rate of interest chargeable on the additional advance will be the rate prevailing at the time of drawal of the additional advance. The additional advance will be drawn in one instalment and
- (v) the mode of recovery viz., commencement of instalment, and recovery, number of instalments in which the entire amount to be recovered, the amount of instalments, etc. will be distinct from those fixed for the original advance, and shall be indicated in the relevant order sanctioning the additional advance.

Provided further that where the accommodation available in a house constructed or purchased by a Board employee partly or wholly out of the advance sanctioned under the rules is found insufficient at a later date for his bonafide personal requirements, an advance may be sanctioned for enlarging/improving the living accommodation in that house subject to the condition that the sum total of the first main advance (including the additional advance to complete the construction of the house, if sanctioned) and the advance for enlargement/improvement of the living accommodation does not exceed the ceiling limit on the amount of advance.

“Provided further that, where the enlargement/improvement of living accommodation for which an advance was granted under Rule 3(b) could not be completed due to the increase in cost of materials and labour, and the Board employee concerned requires financial assistance from the Board to complete

the enlargement work, one additional advance to complete the enlargement/improvement of living accommodation in the house may be sanctioned subject to the following conditions :—

- (i) "that the sum total of the first main advance, the additional advance to complete the construction of the house, the advance for enlargement/improvement of living accommodation in the house, and the additional advance for completing the enlargement/improvement of living accommodation in the house does not exceed the maximum ceiling limit on the amount of advance.
- (ii) that the period of three years has not lapsed from the date of drawal of the first instalment of the advance intended for enlargement/improvement of living accommodation in the house; and
- (iii) that the additional advance shall be utilised only for completing the enlargement/improvement of living accommodation in the house as per the plan approved originally on the basis of which the advance for enlargement/improvement of living accommodation in the house was sanctioned."

I.P.Ms. (Ch.) No. 445 Sectt. dated -12-'84
 "Provided further that where the enlargement/improvement of the living accommodation constructed out of the advance sanctioned for the enlargement/improvement purposes for the first time is found insufficient at a later date an advance for the second time may also be sanctioned for enlarging/improving the living accommodation in that House subject to the condition that the sum total of the advances so far sanctioned and this advance does not exceed the maximum ceiling limit on the amount of advance."

(b) Applicants may be granted an advance not exceeding 60 months pay including officiating pay (except officiating pay drawn in a leave vacancy), dearness allowance and personal pay and special pay if any drawn by the applicant for Technical qualification where admissible, subject to a maximum of :

- (i) Rs. 1,50,000/- (Rupees one lakh fifty thousands only) partly for the purchase of plot and partly for the construction of a house thereon or for the construction of a house or for the purchase of a ready built house/flat.
- (ii) Rs. 50,000/- (Rupees fifty thousand only) for enlargement of living accommodation in an existing house or for carrying out improvements of a permanent nature and of one time expenditure, subject to the condition that the ceiling mentioned in rule 4(b) (i) of Tamil Nadu Electricity Board House Building Advance Rules, is not exceeded.

I.P.Ms. No. 146 dated 10-3-'82

"Provided that in the case of a combined House Building Advance for husband and wife (where both are employed in Board's service) the quantum of the advance shall not exceed 60 months combined pay of both of them, including officiating pay (except officiating pay drawn in a leave vacancy), combined Dearness Allowance, and combined personal pay, where admissible, subject to the maximum ceiling on the amount of advance fixed in this sub-rule.

Provided further that the advance will be restricted to such amount which together with interest thereon should not exceed the amount that will be recoverable from the salary of the Board's servant during his service period itself at the rate of 1/3 (One-third) of his pay plus Dearness Allowance and Death-cum-Retirement-Gratuity which he can surrender towards repayment of the advance.

The actual amount of advance to be sanctioned will be determined by the Tamil Nadu Electricity Board on the basis of plans and detailed specifications and estimates to be furnished by applicants justifying the amount of advance applied for and shall in no case exceed the estimated cost of construction/purchase within the ceiling prescribed above.

(c) The applications of the employees of the Board for an additional House Building Advance **for payment of the additional amount towards the cost of plot/flat/house allotted** to the applicants by the Housing Board shall be considered irrespective of the number of the advances that they might have been sanctioned already, and the period that might have expired since the first advance sanctioned to them. The advance to be sanctioned in such cases shall be fixed on the basis of the advance to which they may be eligible with reference to their repaying capacity at the time of sanctioning the additional advance less the advance already sanctioned to them and the advance for the purchase of a plot. The total of the advances in a case including the advance proposed to be sanctioned for payment towards the demand of the Tamil Nadu Housing Board for additional cost shall also be subject to the ceiling for House Building Advance laid down in the rules in force. The additional advance sanctioned towards cost of plot/flat/house shall be made payable to the Housing Board directly by the drawing officers to the credit of the applicants towards the cost of plot/flat/house allotted to them by the Tamil Nadu Housing Board.

5. Disbursement and Security : (1) Advance required partly for purchase of land and partly for constructing a new house shall be paid as follows :—

(i) An amount not exceeding 20 per cent of the sanctioned advance will be payable to the applicant for purchasing a plot of land, on his executing an agreement in the prescribed form for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale-deed in respect thereof produced for the inspection of the officers of Tamil Nadu Electricity Board concerned duly authorised in this behalf, within two months of the date on which the above amount of 20 per cent is drawn or within such further time as the employees of the Tamil Nadu Electricity Board may be allowed in this behalf, failing which the applicant shall be liable to refund at once the entire amount to Tamil Nadu Electricity Board together with interest thereon. The borrower shall agree to mortgage to the Board the house site together with the house that may be constructed thereon with in one month from the date of drawal of the first instalment. The aforesaid procedure shall be followed also in case where the borrower has purchased the house site from the State Housing Board or Co-operative Housing Society on sale cum-mortgage basis not withstanding the fact that the site has already been mortgaged to the State Housing Board or Co-operative Housing Society as the case may be.

(ii) An amount equal to 30 per cent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land.

(iii) An amount equal to 40 per cent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.

(iv) The balance of the sanctioned advance will be payable when the construction of the house has reached roof level provided the Secretary to Board or any other officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewage.

(2) Advance required only for constructing a new house or enlarging living accommodation in an existing house where the enlargement involves foundation work shall be paid as follows :—

(i) An amount equal to 30 per cent of the sanctioned advance will be payable to the applicant subject to the condition that he agrees to mortgage in favour of the Board, within a period of one month from the date of drawal of the above amount, the land purchased by him along with the house to be built thereon. The aforesaid procedure shall be followed also in cases where the borrower has purchased the house site from the State Housing Board or a Co-operative Housing Society on sale-cum-mortgage basis not withstanding the fact that the site has already been mortgaged to the State Housing Board or the Co-operative Housing Society as the case may be.

(ii) A further amount not exceeding 40 per cent of the sanctioned advance will be payable when the house has reached plinth level.

(iii) The remaining 30 per cent of the sanctioned advance will be payable when the house has reached roof level, provided the Secretary to the Board/or any other Officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the house is built, is complete in respect of amenities such as water-supply, street lighting, roads, drainage and sewage.

In cases where advance for enlargement of living accommodation, where the enlargement does not involve foundation work is sanctioned, the advance shall be paid in two equal instalments instead of in three instalments, the second instalment being payable when the enlargement work reaches roof level :

Provided the expansion has been necessitated by an increase in the bonafide personal requirements of the Board employee.

(3) Advances required for purchasing a ready built house or a newly built flat from the Tamil Nadu Housing Board, private parties on outright purchase basis shall be paid as follows :—

(a) The Tamil Nadu Electricity Board may sanction the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed, and the house mortgaged to Tamil Nadu Electricity Board within one month of the drawal of the advance, failing which the advance together with interest thereon shall be refunded to Tamil Nadu Electricity Board forthwith unless an extension of time limit is granted by the Sanctioning Authority.

(b) In addition to their executing the agreement and mortgage referred to in sub-paragraph (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent Tamil Nadu Electricity Board employee or that of the employees of the Board who have completed ten years of continuous service, whether they are in provincial cadre or in Regular Work Charge Establishment to be allowed to stand as Sureties to other employees in the prescribed form (Form No. 8 to be executed on Rs. 4.50 non-judicial stamp paper) before the sanctioned advance or any part thereof is actually disbursed to them.

(i) All applicants who are not permanent Tamil Nadu Electricity Board employees.

(ii) All applicants who are due to retire from service within a period of 18 months following the date of application for the grant of an advance.

(iii) All applicants who require the advance for the purchase of a ready built house.

Note: (i) The liability of the surety will continue till the house built/purchased or a newly built flat purchased from the Tamil Nadu Housing Board/Private parties on outright purchase basis is mortgaged to Tamil Nadu Electricity Board or till the advance together with interest due thereon is repaid to Tamil Nadu Electricity Board whichever happens earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned or breach of any of the other conditions of the grant of the loan shall render the Tamil Nadu Electricity Board employee liable to disciplinary action apart from his being called upon to refund to Tamil Nadu Electricity Board forthwith the entire advance drawn by him.

(iii) The house constructed out of the loans sanctioned under these rules shall normally be occupied by the Tamil Nadu Electricity Board employee to whom the loans have been sanctioned.

(iv) If the house proposed to be purchased with the advance is under the occupation of tenants on rent, the advance will be disbursed to the loanee only on his producing the agreement to the effect that the vendor of the house will convey the (house) property with vacant possession.

(v) The period of producing the sale deed in respect of the developed plot of land referred to in sub-rule 5(1)(i) and 5(3)(a) may be extended by the Sanctioning Authority by reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately, that the extension of time will enable him to acquire the title/lease hold rights and that he has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the date of the drawal of the first instalment of the advance.

4. Advance required for construction of flats by Registered Societies consisting of Board employees shall be paid as follows :—

(i) An amount equal to 30% of the sanctioned advance will be payable to the applicant, after the purchase of plot required for construction and on execution of Mortgage Deed in favour of the Board mortgaging the entire Plot and flat in the multistoreyed building to be built thereon.

(ii) A further amount not exceeding 40% of the sanctioned advance will be payable on completion of 30% of the total construction work.

(iii) The remaining 30% of the sanctioned advance will be payable, on completion of 70% of the total construction work. Provided the Sanctioning Authority for the scheme or any other Officer of the Board deputed by the Sanctioning Authority is satisfied that the development of the area in which the flats are built are complete in respect of amenities such as water supply, street lighting, roads, drainage and sewage.

Note : For drawal of the second and third instalments of the advance, the applicant should produce a certificate obtained from the Executive Engineer/Civil under Board to the effect that the construction has reached 30% or 70% of the total construction work, as the case may be:

6. **Interest :** Advance granted under these rules shall carry simple interest from the date of advance. The amount of interest being calculated on the balances outstanding on the last day of each month. The rate of interest should be charged at the rate prevalent at the time of drawal of first instalment. The interest for the entire advance has to be calculated by the Superintending Engineer concerned and it should be checked by the Chief Internal Audit Officer/Internal Audit Department in Post Audit.

7. Construction, Maintenance etc : (a) The construction of the house or additions to living accommodation in a existing house (as the case may be) shall be:—

(i) Carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior concurrence of the Tamil Nadu Electricity Board. The Tamil Nadu Electricity Board employee shall certify, when applying for instalments of advance admissible at the plinth/roof level, that construction is being carried out strictly in accordance with the plan and estimates furnished by him to the Tamil Nadu Electricity Board, that the construction has actually reached plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Sanctioning Authority may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates. All the employees of the Board be permitted to produce the certificate of correctness of construction of house from any of the Assistant Executive Engineer (Civil) under the Board to claim instalments of house building advances sanctioned to them.

(ii) Completed within eighteen months of the date on which the first instalment of the advance is paid to the Tamil Nadu Electricity Board employee concerned. Failure to do so will render the Tamil Nadu Electricity Board employees liable to refund the entire amount advanced to him (together with interest thereon calculated as in rule 6 above) in one lumpsum. An extension of the time limit may be allowed upto one year by the sanctioning Authority and for longer period by the Chairman in those cases where the work is delayed due to circumstances beyond his control. The date of completion must be reported to the Sanctioning Authority concerned without delay.

“A separate occupation report indicating the month of occupation of the house, though in an incomplete stage should also be submitted to the sanctioning authority concerned by the Board employee besides the completion report mentioned above. Proposals for the fore closure of house building advance sanctioned to the Board employee and for recovery of the said advance together with interest shall be submitted to the next higher authority to sanctioning authority with full facts of the case for issue of orders.”

B.P.Ms.
(Ch.)
No. 156
dated
13-5-'85

The time limit of 18 months prescribed under this rule for completion of construction shall be reckoned from the date of payment of second instalment in the cases of advances sanctioned partly for purchase of plot and partly for construction of house thereon.

(b) The house must be maintained in good repair at his own cost by the Tamil Nadu Electricity Board employee concerned. He shall also keep it free from all encumbrances and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to Tamil Nadu Electricity Board in full. The employee shall furnish an annual certificate to this effect to the sanctioning Authority. A separate occupation report also indicating the month of completed stage should also be submitted to the Board by the Board's employee besides the completion report mentioned above.

(c) After the completion of the house annual inspection may be carried out by any authorised officer under instructions from the Sanctioning Authority concerned to ensure that it is maintained in good repair until the advance has been repaid in full. That the annual inspection of the house may not be absolutely essential after the first inspection of the house on its completion. The Tamil Nadu Electricity Board employee concerned shall afford full facility for these inspections to the officers designated for the purpose.

Note: Furnishing of false certificates will render Tamil Nadu Electricity Board employee concerned liable to suitable disciplinary action apart from his being called upon to refund to Tamil Nadu Electricity Board forthwith the entire advance drawn by him and interest thereon.

8. Repayment of the Advance : (a) The advance granted to a Tamil Nadu Electricity Board employee under these rules, together with the interest thereon shall be repaid in full by monthly instalments within a period not exceeding 20 years. First the recovery of the advance shall be made in not more than 180 monthly instalments and then interest shall be recovered in not more than 60 months instalments. The Board's contribution towards the contributory provident fund interest thereon and Death-cum-Retirement Gratuity in respect of employee under the Liberalised Pension Regulations 1960 shall be adjusted to the extent, necessary towards the loan outstanding at the time of retirement or death of the employees concerned. Before sanctioning the loan, the employee should agree to the incorporation of a suitable clause in the prescribed agreement and Mortgage Deed form to the effect that the Board shall be entitled to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any

specified part of the gratuity that may be sanctioned to him, or if he is governed by the Contributory Provident Fund Scheme from the Employer's share of Contribution to his provident fund.

Note : (i) The amount to be recovered monthly shall be fixed in whole rupees except in the case of last instalment when the remaining balance including any fraction of rupee shall be recovered.

(ii) Recovery of the advance granted for constructing a new house or enlarging living accommodation in an existing house shall commence from the month following the month of occupation or completion of the 18th month after the date on which the first instalment of advance is paid to the Board's employee, whichever is earlier. In case, if the applicant has occupied the house partly before completion of the house, the recovery should be commenced immediately. In the case of advance taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

Provided that extension of time for the commencement of the recovery of the instalments of the House Building Advance may be granted separately by the Sanctioning Authority for a further maximum period upto one year only according to individual merits in cases where there will be genuine hardship to the loanees if such permission is not granted.

(iii) It will be open to Tamil Nadu Electricity Board employee to repay the amount in a shorter period, if they so desire. In any case, the entire advance must be repaid in full (with interest thereon) before the date of retirement from service.

(iv) "In order to avoid undue hardship to a Board employee who is due to retire within twenty years of the date of application for the grant of an advance the next higher authority to Sanctioning Authority may permit him to repay the advance with interest in convenient monthly instalments (the amount of which shall not be less than the amount of monthly instalment on the basis of repayment within a period of twenty years) during the remaining period of his service, provided he gives an undertaking to repay the entire outstanding balance before the date of retirement from service."

(v) In case the employee does not repay the balance of the advance due to Tamil Nadu Electricity Board before the date of retirement from service, it shall be open to Tamil Nadu Electricity Board to enforce the security of the mortgage any time thereafter, and recover the balance of the advance due together with interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law."

(vi) Provided that in case of purchase of ready built house of a class and maximum age specified in columns (1) and (3) respectively of the Table under clause (a) of Rules 3 the advance and the interest thereon shall be paid within the respective period specified in the corresponding entries in columns (4) and (5) thereof.

(vii) In the case of Board employees whose age of retirement has been raised from 55 to 58 years and who had been sanctioned house building advances under these rules before they attained the age of 55 years, the recovery of the outstanding house building advance at the time of their attaining the age of 55 years shall be continued during the remaining period of their service also, beyond the age of 55, with reference to the original agreement executed by them, in suitable monthly instalments. A supplemental agreement in form No. 7 should be got executed in such cases by the Board employees when their services are extended beyond the age of 55.

(viii) In the case of a combined House Building Advance to the husband and wife who are in Tamil Nadu Electricity Board Service, both of them shall be jointly as well as severally liable to repay the advance in full even though the recovery has to be made from one of them as per their 'Joint option and Undertaking' and as per the orders sanctioning the advance. The above liability shall remain even under any unforeseen contingencies in their life, like divorce, death, etc., and the Board may upon the happening of such contingencies pass such revised orders as may be deemed fit by them for the recovery of the advance from either of the spouses or from both of them jointly."

B.P.Ms.
No. 575
Sectt.
dated
23-10-81

(b) Recovery of the advance shall be effected through the monthly pay/leave salary bills of the Tamil Nadu Electricity Board employees concerned by the Sanctioning Authority concerned, as the case may be. These recoveries will not be held up or postponed except with the prior concurrence of Tamil Nadu Electricity Board,

(i) Provided that in the case of Tamil Nadu Electricity Board servants who enter leave on half average pay or are placed under suspension, the monthly recovery shall be made from the half average pay or subsistence allowance, as the case may be payable to the individuals concerned at such rates as the Board deems it right to fix.

(ii) Provided further that in the case of Tamil Nadu Electricity Board servants on extraordinary leave the monthly recovery shall be postponed subject to the condition that the individuals concerned agree to pay in one lumpsum, the amount involved consequent on such postponement from his death-cum-retirement gratuity if it becomes necessary.

The Board may in deserving cases permit the legal heirs of the deceased of the Board employees from whom the recoveries are due towards House Building Advance sanctioned to him to repay the outstanding amount together with interest thereon in suitable instalments.

(c) If any employee ceases to be in service for any reason or if he/she dies, before repayment of the advance in full, the entire outstanding amount for the advance shall become payable to Tamil Nadu Electricity Board forthwith. The Tamil Nadu Electricity Board may however, in deserving cases, permit the employee concerned, or his successors in interest, as the case may be if the house has not been completed and/or mortgaged to Tamil Nadu Electricity Board by that time, to repay the outstanding amount together with interest thereon calculated as in rule 6 above, in suitable instalments. Failure on the part of the employee concerned or his successors (as the case may be) to repay the advance for any reason whatsoever, will entitle the The Tamil Nadu Electricity Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

(d) The property mortgaged to Tamil Nadu Electricity Board shall be reconveyed to the Tamil Nadu Electricity Board employee concerned (or his successors in interest, as the case may be) after the advance together with interest thereon has been repaid to Board in full, by an endorsement on the mortgage deed to the effect that the full amount has been received and the mortgage is extinguished.

9. Procedure For Dealing with Applications :

(a) Applications should be submitted in the prescribed Form (In duplicate) by the employees/officers directly to the Sanctioning Authorities, mentioned against them in the statement below :—

- | | |
|--|-----------------------|
| (i) For employees and officers of Board Office Secretariat Branch: | ... Deputy Secretary. |
| (ii) For employees and officers of Board Office Audit Branch. | ... C.I.A.O. |
| (iii) For employees and officers of Board Office Technical Branch; | ... Respective C. Es. |
| (iv) For employees and officers of Board Office Accounts Branch. | ... C.F.C. |
| (v) For employees and officers of System/Circle Offices | ... Respective S.Es. |
| (vi) For all S.Es./G. S./D. R. and other senior Techl. Officers. | ... Respective C.Es. |
| (vii) D. S./ C. I. A. O./ C. F. C. | ... Secretary |
| (viii) All Chief Engineers. | ... Chairman |

The following documents should accompany the applications :—(i) A declaration in regard to house property, if any, owned by the applicant or the applicant's wife/husband/minor children at the time of application.

(ii) In case where applicants happen to be in possession of land and desire to build a new house on it, or desire to purchase a plot and construct the house thereon the following documents should be produced :—

(a) If the application for the purchase of plot and House Construction :

- (a) Agreement or consent letter from the owner.
- (b) Attested copy of documents.
- (c) Encumbrance certificate for 13 years in original.
- (d) Legal opinion of the Government Pleader.
- (e) Approved layout.

(b) If the application for construction of house alone (Free hold)

- (a) Sale deed in original.
- (b) Encumbrance certificate for 13 years in original.
- (c) Legal opinion of the Government Pleader.
- (d) Approved plan and planning permission from the M.M.D.A./Approved Licence of local body.
- (e) Estimates abstracts and detailed.
- (f) Proceedings of the Corporation/Local bodies.

In case the land happens to be leasehold (i. e. Housing Board/Co-operative Society) the following should be enclosed.

1. Regular Allotment order.
2. Lease—cum—Sale Agreement.
3. No objection certificate for mortgage.
4. Approved building plan and planning permission from the M.M.D.A./Approved license of local body.
5. Estimate.
6. Proceedings.

(c) **If the application for the purchase of Ready Built House :**

- (a) Agreement of sale from the vendor.. (Memo. No. 19769—01/82—2(Sectt.) dt. 24—7—82)
- (b) Attested copy of documents.
- (c) Encumbrance certificate for 13 years in original.
- (d) Legal opinion of the Government Pleader.
- (e) Approved building plan and planning permission from the M.M.D.A./Approved licence of local body.

(d) **If the application for the purchase of ready build house/flat allotted by the Housing Board :**

- (a) Regular Allotment order in original.
- (b) Lease-cum-Sale agreement
- (c) Handing over/taking over certificate,
(or)
Completion report.
- (d) No objection certificate from the Housing Board for mortgaging the House/Flat in favour of the Tamil Nadu Electricity Board for raising loan;
- (e) Certificate indicating the actual balance amount to be paid to the Housing Board.

(b) The Sanctioning Authority will scrutinise the applications and satisfy themselves of the correctness of the facts etc., stated therein.

(c) The Sanctioning Authority will examine the applications with reference to the priorities etc., laid down for dealing with them, subject to funds being available.

(d) On receipt of the sanction order, the individual concerned shall arrange to complete the prescribed formalities such as execution of agreement, mortgage deed and undertakings etc., in the prescribed forms. The Sanctioning Authority shall instruct applicants desirous of constructing a new house or the living accommodation in an existing house is intended to be increased to furnish one copy of plan as well as specification and estimate in the prescribed proforma. The plans must be got duly approved by the Municipality or other local body concerned before submitting them to the office.

(e) The Sanctioning Authority shall also attend to all formalities as explained in Sub-rule (d) above and then authorise disbursement of the first instalment of advance for construction purpose to the applicant the payment of the remaining two instalments of advance may be authorised by the Sanctioning Authority direct on the basis of the certificates to be furnished by the applicants as prescribed in rule 7(a) and such inspections as may be deemed necessary. It should also be verified, before disbursing the last instalment of the advance, that the development of the site has been completed, (vide Rule 5):

Note: While authorising disbursement of an instalment of an advance as prescribed in rule 9 (b) (i) or 9(e) the Sanctioning Authority will attach a certificate to the effect that the required formalities in pursuance of which the instalment has become due, have been completed with.

(f) The sanctioning authority shall also ensure that the transaction/construction of the house is completed within the period prescribed in the rule and that

(i) the prescribed mortgage deed is executed immediately on completion of the purchase of land or house and the document kept in safe custody after registration.

The original documents of the title to the land and property under mortgage shall also be obtained from the mortgager and kept in safe custody with the Sanctioning Authority along with the mortgage deed till the redemption of the mortgage deed.

(ii) the house is maintained in good repair and that municipal rates and taxes are paid regularly and the requisite certificate furnished annually until the advance has been repaid in full.

(iii) monthly recovery of instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bill of the Tamil Nadu Electricity Board employee concerned thereafter.

(iv) any amount drawn in excess of the expenditure incurred is refunded by the Tamil Nadu Electricity Board employee concerned to the Tamil Nadu Electricity Board forthwith together with the interest if any, due thereon.

(v) the property mortgaged to Tamil Nadu Electricity Board is released immediately on repayment of the advance and interest thereon in full.

(g) To enable the Tamil Nadu Electricity Board to watch the disbursement of funds and the progress of the construction of houses, the Sanctioning Authority will send a consolidated quarterly progress report to the Chief Engineer/Personnel by the end of the month following the quarter to which it relates in the prescribed proforma :—

PROFORMA

Office.....
(Statement showing the particulars of the applications sanctioned and amount disbursed as prescribed under rule 9(d) of the rules to regulate the grant of advances to Board employees for building etc., of houses).

For the quarter ending.....

Particulars of the applications sanctioned in the quarter			Particulars of the disbursements made in the quarter				
Number and date of the sanction order issued by the sanctioning authority:	Name of the Board employee	Amount of loan sanctioned	Number and date of the sanction order issued by the Disbursing Officer.	Amount disbursed	Stage of disbursement (i.e.) whether first, 2nd, 3rd or 4th instalments.	Date of disbursement	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

10. Stamp duty and Registration of Documents :

The deeds executed under these rules shall be subject to the incidence of stamp duty and registration fee as required under the relevant laws in force.

11. The house constructed/purchased and/or the living accommodation which was enlarged out of the advance sanctioned by the Board should be insured with the General Insurance Company, of India or its few subsidiaries (National Insurance Company, New India Insurance Company, Oriental Fire and General Insurance Company, United India Fire and General Insurance Company), against fire, flood and cyclone within a period of three months after completion of construction/purchase/enlargement of the house."

B.P. Ms.
(Ch) No.
156 (SB)
date
13-5-85.

The disbursing officer, concerned may condone delays upto six months beyond the permissible period of three months for insuring the houses after the completion/purchase of house in insuring/renewing the Insurance Policies. The amount of insurance should be for the outstanding balance of advance as on 31st March preceding plus the approximate interest that may be due for the entire advance to be calculated with reference to the amount of monthly instalment the number of months in which the advance will be recovered the rate of interest etc. In the case of failure to insure the building or to renew the policy, the Disbursing Officers concerned should recover the required amount from the salary of the Board employee concerned and pay it to the insurance company for taking out a policy or for keeping it alive as the case may be in the case of all employees except the self drawing officers. In the case of self drawing officers the required amount will be deducted by the Superintending Engineer concerned/the Chief Internal Audit Officer, Audit Branch as the case may be, on receipt of intimation from the Chief Engineer/Personnel and sent to the Insurance Company for taking out a policy or for keeping it alive. The scheme of insurance will apply to the advance granted after 19-6-1967. The work relating to the watching of the insurance of the buildings/renewal of policies and obtaining a letter to the insurance Company will be done by the Pay Disbursing Officers concerned with loanees.

12. The employees of the Board provided with departmental quarters, for whom House Building Advance has been sanctioned under these rules for construction of House, should vacate the Board's quarters immediately on occupation of the newly constructed house or on completion or within eighteen months after the date on which the first instalment of advance is paid, whichever is earlier. In the case of advance sanctioned for purchase of ready-built house, the Board quarters should be vacated within one month from the date of disbursement of the advance or occupation of the house, whichever is earlier."

**APPLICATION FORM FOR THE GRANT OF ADVANCE TO
BOARD EMPLOYEES FOR THE BUILDING ETC., OF HOUSE**

1. (a) Name in BLOCK LETTERS :
- (b) Designation :
- (c) Scale of Pay :
- (d) Present pay including dearness allowance but excluding other allowances. Pay :
D.A. :
2. (a) Department and Office in which employed. :
- (b) Station where posted :
3. Please state :—
 - (a) Whether you are a permanent or non-permanent Tamil Nadu Electricity Board Employee and the length of service rendered under the Tamil Nadu Electricity Board. :
 - (b) Your permanent post if any, and the name of office and department concerned. :
 - (c) Date of birth, age and next birth day :
 - (d) Date of retirement :
 - (e) Is your Wife/Husband a Tamil Nadu Electricity Board Employee? If so, give her/his name, designation etc. :

4. Do you or does your wife/husband/Minor child already own a house? [See rule 2(b)] if so, please state :
- (a) Station where it is situated :
- (b) Floor area (in square metre) :
- (c) Its approximate valuation :
- (d) Reasons for desiring to own another house/ :

5. (a) Do you require the advance for building new house? If so, please indicate :
- (i) Approximate floor area of the house proposed to be constructed (in Sq. metre) :
- (ii) Estimate cost :
- (iii) Cost of land :
- (iv) Cost of building :
- (v) Total :
- (vi) Amount of advance required :
- (vii) No. of years in which the advance with interest is proposed to be repaid. :

Note : Entries in columns (ii) to (iv) will have to be supported by specifications, estimates and plan duly approved by the local authority concerned. :

- (b) Whether you are already in possession of the land? If so, please state :—
- (i) Name of the city or town where it is situated. :
- (ii) Whether you wish to settle there after retirement. :
- (iii) Area of the plot in Sq. metre :
- (iv) Name of the Municipal or any other local authority (if any) in whose jurisdiction it is located. :
- (c) 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. metre) proposed to be acquired. :

6. Do you require the advance for enlarging living accommodation in an existing house? If so please state.
- (1) Number of rooms in the house (excluding lavatory, bath room and kitchen).
- (2) Total floor area of the rooms (in sq. feet).

(3) If an additional storey is proposed to be added, is the foundation strong enough?

(4) Particulars of additions desired :

(i) Number of rooms :

(ii) Floor area (in sq. feet) :

(iii) Estimated cost :

(iv) Amount of advance desired :

(v) Number of years in which the advance with interest is proposed to be repaid, :

Note : A plan of the house should accompany the application.

7. (i) Do you require the advance for purchasing a ready-built house? If so, please state :—

(1) Exact location of the ready built house :

(2) Floor area of the house (in sq. metre) :

(3) Plinth area of the house (in sq. metre) :

(4) Approximate age of the house :

(5) Municipal valuation of the house :

(6) Name and address of the owner :

(7) Approximate price expected to be paid :

(8) Amount of advance required. :

(9) No. of years in which the advance with interest is proposed to be repaid. :

(ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house. :

Note: A plan of the house should accompany the application. :

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold? If lease hold please state :—

(i) The term of the lease :

(ii) How much of the term has already expired. :

(iii) Whether conditions of the lease permit the land being mortgaged to Tamil Nadu Electricity Board. :

(vi) Premium paid for the plot :

(v) Annual rental of the plot :

Note : A copy of the lease-cum-sale deed should accompany the application :

9. (a) Is your title to land/house 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 therefor indicating what other documents or proof if any can you furnish in support of your title (See items 5 (b) and 6 above).
- (c) Does the locality in which the plot of land/house is situated possess essential services like roads, water supply drainage sewages street lighting, etc. (Please furnish a site plan with complete address).
- (d) Whether previous sanction of the prescribed authority has been obtained or whether any application has been made for obtaining such previous sanction in respect of the proposed construction of the house/purchase of house plots as such prior sanction is necessary under the T. N. E. B. Employees Conduct Regulations.
10. Is Rule 5 (3) (b) applicable to your case? If so, state;
- (i) The name, designation, scale of pay, office department, etc., of the permanent servant;
- (ii) The date on which the proposed surety is due to attain the age 58 years.
11. If the advance applied for is required for the purchase of a ready built house or partly for the purchase of plot and partly for the construction of a house thereon, is there any relationship between you and the vendor of the ready built house/plot? If so, the exact relationship may be indicated.

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.

I have read the Rules regulating the grant of advances to the employees of the Board for building etc., of houses and agree to abide by them and the terms and conditions stipulated therein.

I certify that.....

- (i) My wife/husband is not a Tamil Nadu Electricity Board employee and not obtained any advance.
- (ii) Neither I nor my wife/husband has applied for and obtained an advance or loan from any other source for the acquisition of a house.
- (iii) that the house proposed to be purchased/constructed/enlarged is required for my bonafide personal use.
- (iv) that the construction of the house for which the advance has been applied for has not yet been commenced.
- (v) I do not own any house either in my name or in the name of my wife or in the name of any of my minor children.
- (vi) The construction of the house for which the advance has been applied for has not yet been commenced/has already been commenced and come upto basement level/plinth level/roof level.

FORM I

Abstract of cost of original estimates and detailed specifications (based on details in Form No. 2) for grant of advance to Tamil Nadu Electricity Board Employees for the building of houses.

Amount Rs. :

Name :

Designation :

Locality and address in which the house is proposed to be constructed :

Item No.	Sub heads and items of works (1)	Quantity or No. (2)	Rate (3)	Per (4)	Amount (5)	Total (6)
----------	-------------------------------------	------------------------	-------------	------------	---------------	--------------

(i)	Earth work : (Earth work excavation for foundations and disposing of the surplus earth etc.)				1000 C. Ft.	
(ii)	Concrete work : (Foundation concrete with cement or lime using stone or brick blast either below floors or for footings)				100 C. Ft.	
(iii)	D.A.M.P. Proof course : (Concrete on rich cement mortar or bitumanastic compound)					
(iv)	Roofing work : (R. C. C. Asbestos or any other type of suitable roof)					
(v)	Reinforced cement Concrete					
(vi)	Masonry : (Brick, Stone, Concrete Block Walls etc.)					
(vii)	Wood work : (For doors and windows, wooden scanlings for roofs, etc.)					
(viii)	Steel work : (For Reinforcements, holdfact windows, bars etc.)					
(ix)	Flooring : (Concrete, stone or marble chip, etc.)					
(x)	Finishing : (Plastering, painting, colour, or white washing, painting etc.)					
(xi)	Miscellaneous : (Like rain-water pipes, shelves, jallies, Chulas, Pega, hooks for fans, etc.)					
(xii)	Sanitary installations : (Closets, connections, pipe manholes, drains etc.)					

(xiii) Water supply :
(Taps, Water meters, Water tanks, G.I., pipe, etc.)

(xiv) Electricity :
(Electric Points, meters, connections, lines etc.)

Total cost .

Signature of the applicant

Date :

FORM NO. 2

Detailed estimates for advance to Tamil Nadu Electricity Board Employees for the building of a house.

(Detailed estimate sheet to support the quantities given in Form No. 1)

Name :

Designation :

Office to which attached :

Locality and address in which house is proposed.

Sl.No.	Details of work	Number	Length	Breadth	Height	Quantity
1. Earth work :						
Earth work is excavation in all soils for foundations and other trenches and depositing the same within one chain bed and upto 5' 0" lift						
	Front Wall	1	19½	1½	2	59
	Rear Varandah Retaining wall	1	19½	1½	1½	62
	Outside wall	1	20½	1½	2	56
	Common walls between rooms	1½	12½	1½	2	11
	W. C. front and rear	2	3¾	1	1½	11
	W. C. front and rear side	1½	4¾	1	1½	11
	Steps in front and rear	2	4½	1½	½	7

2. Refilling the excavated earth, etc., continuous details for all items as given in sample Form No. 1

Signature of applicant

Date :

Note : The entries made in columns (3) — (7) against item 1 above are just to explain how the entire from is to be prepared.

FORM No. 3

Form of mortgage deed to be executed when the property is free hold

(Rules to regulate the grant of advances to Tamil Nadu Electricity Board Employees for building etc. of houses Rule 5)

This indenture made this _____ day of one thousand nine hundred and _____ between _____ in the Department/Office of at _____ (Hereinafter called "The Mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include his/her heirs, executors administrators, legal representatives and assigns) of the one PART AND THE Chairman, Tamil Nadu Electricity Board (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 Mortgagor is the absolute and sole owner and is seized and possessed or otherwise will and sufficiently entitled to the land and/or House hereditaments and premises hereinafter more particularly and fully described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured _____ and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged Property").

And whereas the Mortgagor applied to the Mortgagee for an advance of Rs. (Rupees.....only) for the purpose of enabling the Mortgagor,

1. To purchase land and to construct a house thereon or to enlarge living accommodation in the existing house in the said hereditaments.
2. To construct a house on the said hereditaments.
- ‡ 3. To purchase ready-built aforesaid house.

And whereas the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. (Rupees.....only) on certain terms and conditions,

And whereas one of the conditions for the aforesaid advance is that the mortgagor 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 Tamil Nadu Electricity Board employees for building etc. of houses issued by the Tamil Nadu Electricity Board with its proceedings Ms. No. 2730 dt. 14-11-62 (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 which rules are hereby agreed to form part and parcel of these present.

And whereas the Mortgagee* (1. has sanctioned to the Mortgagor an advance of Rs. (Rupees.....only) payable by such instalments and in the manner as hereinafter appearing).

‡ (_____ has paid to the Mortgagor an advance of Rs. _____ (Rupees _____ only) 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 has received/or is to receive from the Mortgagee the aforesaid advance in the following manner and instalments.

Rs. (Rupees.....only) already received on the execution of the agreement by the mortgagor in favour of the mortgagee.

Rs. (Rupees.....only) to be received on the execution of this indenture by the mortgagor in favour of the mortgagee and when the construction of the house reaches plinth level.

Rs. (Rupees.....only) when the construction of the house reaches roof level, 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, street lights, roads, drainage, and sewage.

Now this indenture witnesseth as follows :—

(i) In pursuance of the said Rules and in consideration of the said rules and in consideration of the said advance sanctioned/paid by the mortgagee to the Mortgagor, 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 Mortgagee the said advance of Rs. (Rupees only) by equal monthly instalment of Rs. (Rupees only) from the pay of mortgagor commencing from the month of nineteen hundred and and the Mortgagor hereby authorises the mortgagee to make deduction from his monthly pay/leave salary of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest thereon in monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any specified part of the Death-cum-Retirement Gratuity that may be sanctioned to the mortgagor or if he is governed by the C. P. F. Scheme from the employer's share of contribution to the mortgagor's Provident Fund. In case of default in payment of instalment or part thereof the entire advance with the interest accrued shall at once become due and payable. Provided that the mortgagor shall repay the entire advance with interest in full before the date of his/her retirement from service. Mortgagee shall be entitled to enforce this mortgage at any time and recover the balance of the advance then due together with interest and costs of recovery by sale of the said 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 outstanding amount in a shorter period.

(ii) If the mortgagor shall utilise 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) or he/she dies before repayment of advance in full, or if the Mortgagor shall fail to observe or perform any of the terms and conditions and stipulation specified in the 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 percent per annum calculated from the date of the payment by the Mortgagee to the Mortgagor of the first instalment of the said advance ;

(iii) In 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 terms of these presents the Mortgagor doth hereby grant, convey, transfer assign and assure unto the Mortgagee all and singular the said Mortgaged property more particularly and fully described in the schedule hereunder written together with buildings executed 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 the use of the mortgagee absolutely for ever free from 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 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 therein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason 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 become payable forth with under these presents or otherwise then and in any of such cases it shall be law-ful 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 reseind and 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 thereout to pay all the expences incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys 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 hath in himself/herself good right and lawful authority to grant, transfer, assign and assure the mortgaged property unto and to the use of the Mortgagee in the manner aforesaid.

(b) That the mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house 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 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 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.

(c) That the mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months unless an extension of time is 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 lump sum. 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 utilised for the purpose for which it was sanctioned.

Note: Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(d) That the Mortgagor should insure the house constructed/purchased and/on living accommodation which is enlarged out of the advance sanctioned by the Board against fire, flood and Cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of construction/purchase of the House.

In the case of failure to insure the building or to pay the premium the mortgagor agrees to the deduction, by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive, as the case may be, from his pay and its remittance to the Life Insurance Corporation.

(e) That the mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the municipal and other local rates and 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 inspection after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g) That the mortgagor shall not during the continuance of these present charge, encumber, alienate 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 Housing Development Finance Corporation or a Bank, the Mortgagee may, at the written request of Mortgagor and the financial institution concerned, to this mortgagee, handover 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 herein before 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 the 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 caused 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”.

(h) In case of any breach by the mortgagor of any of the condition for the grant of the loan, the entire advance with the interest accrued shall at once become due and payable.

(vi) That the mortgagor further hereby undertakes as follows :— (a) That the mortgagor solemnly assures and states that the rights and interests whatever acquired under the Lease-cum-sale agreement/sale agreement shall stand forthwith transferred in favour of the Tamil Nadu Electricity Board and when the mortgage is executed by the mortgagee such rights and interests will form part of the security offered under the mortgage deed executed in favour of the Tamil Nadu Electricity Board.

(b) That the mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement/Sale agreement and that if the Tamil Nadu Electricity Board to safeguard its interests, chooses at any time to comply with any of these terms and conditions, the Tamil Nadu Electricity Board shall have the right to do so and that the borrower shall compensate accordingly the Tamil Nadu Electricity Board.

The schedule above referred to:

“IN WITNESS WHEREOF THE Mortgagor has hereunto set his hand and Thiru————

—————in the Department/Office of—————
for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and the year first above written”.

The witness clause as also the signature clause on behalf of the mortgagor will remain unaltered,
“Signed by Thiru—————in the Office—————
for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board in the presence of.....

FORM NO. 4

Form of mortgage deed to be executed where the property is lease-hold.

(Rules to regulate the grant of advances to Tamil Nadu Electricity Board Employees for building etc., of houses, Rule 5)

The indenture made this—————day of one thousand nine hundred and
—————between son of—————of—————at present employed as—————

—————in the office of—————at—————(herein after called “THE MORTGAGOR” which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, legal representatives, administrators and assigns) of the one PART AND THE CHAIRMAN, Tamil Nadu Electricity Board (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 by a lease dated the _____ and made between the lessor demised to the mortgagor the property (hereinafter referred to as the said property) situate at _____ and more particularly and fully described in the schedule hereunder written for a term of _____ years commencing on and from the _____ at the yearly/monthly rent of Rs. (Rupees _____ only) subject to the performance and observance of the covenants and conditions therein mentioned:—

AND WHEREAS THE MORTGAGOR applied to the mortgagee for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the mortgagor.

*1. to purchase the said property and to construct a house thereon or to enlarge living accommodation in the existing house on the said property.

2. to construct a house on the said property or to enlarge living accommodation in the house on the said property.

*3. to purchase the said property with the ready built house.

* Mention whatever is applicable.

Whereas the mortgagee agreed to advance to the mortgagor the said sum of Rs. _____ (Rupees _____ only) on the terms and conditions hereafter contained and subject to the rules of the time being in force regulating the grant of advances to Tamil Nadu Electricity Board Employees for building etc. of houses issued by the Tamil Nadu Electricity Board with its proceedings Ms. No. 2730 dt. 14—11—1962 (herein-after referred to as the said Rules).

Whereas one of the conditions for the aforesaid advance is that the mortgagee should secure the repayment of the said advance and due observance of all the terms and conditions contained in 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 said property.

And where as the mortgagee,

*(1) Has sanctioned to the mortgagor an advance of Rs. _____ (Rupees _____ only) payable by such instalments and in the manner as hereinafter appearing.

AND WHEREAS THE MORTGAGOR has received/or is to receive from the mortgagee the aforesaid advance in the following instalments. Rs: _____ (Rupees _____ only) already received on _____ Rs. _____ (Rupees _____ only) when the execution of this indenture by the mortgagor in favour of the mortgagee.

*Rs. _____ (Rupees _____ only) when the construction of the house reaches roof level 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, street lighting, roads, drainage and sewage.

Note: The language will be modified if the mode of payment of advance is different from what is prescribed in rule 5.

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, 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 equal _____ monthly instalment of Rs. _____ (Rupees _____ only) from the pay of the mortgagor commencing from the month of _____ Nineteen hundred and _____ the mortgagor hereby authorises the mortgagee to make deduction from the monthly pay/leave salary of the amount of such instalments and the mortgagor shall after paying the full amount of the advance also pay interest due thereon in monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of house building advance with interest—Outstanding at the time of retirement or death preceding retirement

*Mention whatever is applicable.

from the whole or any specified part of the death-cum-retirement gratuity that may be sanctioned to the mortgagor or if he is governed by the C. P. F. Scheme from the Employer's share of contribution to the mortgagors provident fund. In case of default in payment of even one instalment or part thereof the entire advance with interest accrued shall at once become due and payable. The mortgagee shall be entitled to enforce this mortgage at any time 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 outstanding amount in a shorter period.

(ii) If the mortgagor shall utilise the advance for the 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 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 and 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-----** percent per annum calculated from the date of the payment by the mortgagee to the mortgagor of the first instalment of the said advance.

Provided that the mortgagor shall repay the entire advance with interest in full before the date of his/her retirement from service, failing which the mortgagee shall be entitled to enforce this mortgage at any time 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 outstanding amount in a shorter period.

(iii) In 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 terms of these presents the mortgagor hereby demise unto the mortgagee all and singular the property more particularly described in the schedule hereunder written together with building erected or to be erected by the mortgagor on the said property (hereinafter referred to as the 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 subject to covenants by the lease and to the conditions therein contained to hold upto the mortgagee for the residue of the said terms of years subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained provided always and it is hereby agreed and declared by and between the parties here to that if the mortgagor shall duly pay to the mortgagee, the said advance 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 shall at any time thereafter upon the request and at the cost of the mortgagor reconvey retransfer and reassure the said mortgaged property to the mortgagor.

(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 therein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason 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 become payable forthwith under these presents or otherwise then and if 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 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 thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys 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 hath in himself/herself good right, title and interest and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and to the use of the mortgagee in the 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 level, roof level, that the construction is being carried out in accordance with the plans 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/she will allow the mortgagee to carry out either by him self 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 shall be liable to pay to the mortgagee forth with the entire advance received by him and further shall also be liable to such disciplinary action as may be permissible under the rules of service as 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 *unless an extension of time is 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 utilised for the purpose for which it was sanctioned.

NOTE: Clause (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(d) That the mortgagor shall insure the house constructed/purchased and/or the living accommodation, which is enlarged out of the advance sanctioned by the Board against fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of construction/purchase of the house.

In the case of failure to insure the building or to pay the premium the mortgagor agrees to the deduction by the pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be from his pay, and its remittance to the Life Insurance Corporation.

(e) That the mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all municipal and other local rates taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid in full. The mortgagor shall also furnish to the mortgagee an annual certificate to above effect.

(f) That the mortgagor shall so long as any money shall remain owing on security of the said mortgaged property herein before expressed to be hereby assigned and, in any case for the period of the said agreement, duly observe all the covenants by the lease and conditions contained in the said indenture of lease referred to in the schedule hereunder written and keep the mortgagee indemnified 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.

(g) That the mortgagor shall not during the continuance of these presents, charge, encumber, alienate 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 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 Housing Development Finance Corporation or a Bank, the mortgagee may, at the written request of mortgagor and the financial institution concerned, to this mortgagee, handover 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 herein before provided, that the said financial institution and the

* Mention the date on which the first instalment of advance is paid to the mortgagor.

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 caused 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.
- (h) In case of any breach by the mortgagor of any of the conditions for the grant of the loan, entire advance with the interest accrued shall at once become due and payable.

B.P.Ms.
(Ch.)
No. 311,
(SB) dated
13-9-85

THE SCHEDULE ABOVE REFERRED TO

In witness whereof the mortgagor has hereunto set his hand and Thiru _____ in Deptt./Office of _____ for and on behalf and by order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and the year first above written.

The witness clauses as also the signature clause on behalf of the Mortgagor will remain unaltered.

Signed by Thiru _____ in the Deptt./Office of _____ for and on behalf and by order and direction of the Chairman, Tamil Nadu Elec. Board in the presence of.

Form No. 4 (a)

Form of Mortgage deed to be executed where the property is lease hold

This indenture made this _____ day of _____ between _____ son of _____ at present _____ employed as _____ in the Office of _____ (hereinafter called "THE MORTGAGOR" which expression shall unless repugnant to the subject or context include his heirs, executors, legal representatives, administrators and assigns) of the one PART AND THE Chairman, Tamil Nadu Elec. Board (hereinafter called "THE MORTGAGEE" which expression shall unless repugnant to the subject or context include his successors in office and assigns) of the OTHER PART.

WHEREAS by a lease-cum-sale agreement dated the _____ the Tamil Nadu Housing Board has allotted the plot/house/flat (hereinafter referred to as the property) situated at _____ and more particularly and fully described in Schedule 1 hereunder to the mortgagor ;

AND WHEREAS THE MORTGAGOR has applied to the mortgagee for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling him to purchase the said property from the Tamil Nadu Housing Board AND whereas the mortgagee has agreed to the advance to the mortgagor the said sum of Rs. _____ (Rupees _____ only) subject to the terms and conditions hereinafter contained and subject to the rules for the time being in force regulating the grant of advance to the employees of the Tamil Nadu Electricity Board for building of houses etc., issued by the Tamil Nadu Electricity Board in their proceedings No. 2780, dt. the 14th November, 1962 (hereinafter referred to as the "said rules".)

AND WHEREAS the grant of the aforesaid advance is mainly subject to the conditions that the mortgagor should secure the repayment of the said advance by mortgaging the property to the mortgagee and that the mortgagor should observe all the terms and conditions contained in the said rules for the time being in force.

AND WHEREAS the mortgagee has sanctioned to the mortgagor an advance of Rs. (Rupees only) and the mortgagor has received the said amount from the mortgagee.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In pursuance of the said rules and in consideration of the said advance paid by the mortgagee to the mortgagor, the mortgagor doth hereby covenant with the mortgagee that he 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) in (specify the No. of instalments) equal monthly instalments of Rs. (Rupees only) from the pay of the mortgagor commencing from the month of and the mortgagor hereby authorises the mortgagee to make deduction from his monthly pay/leave salary the amount of such instalment and the mortgagor shall after paying the full amount of the advance, also pay interest thereon in monthly instalments in the manner specified in the said rules. The mortgagee shall be entitled to recover the balance of the house building advance with interest outstanding at the time of retirement or cessation of employment due to death prior to retirement from the whole or any specified part of the Death-cum-retirement Gratuity that may be sanctioned to the mortgagor or if he is governed by the C.P.F. Scheme from the Employer's share of the contribution to the mortgagor's Provident Fund. In case of default in payment of even one instalment or part thereof, the entire advance together with interest accrued shall at once become due and payable and the mortgagee shall be entitled to enforce this mortgage at any time 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 shall however, be open to the mortgagor to repay the outstanding amount in a shorter period.

2. If the mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before 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 then 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 together with interest thereon at the rate prevalent at the time of drawal of advance calculated from the date of the payment of the advance by the mortgagee to the mortgagor.

3. In pursuance of the said rules and in consideration of the aforesaid advance and to secure repayment of the aforesaid advance and interest as may at any time hereinafter be due to the mortgagee under the terms of these presents, the mortgagor doth hereby demise unto the mortgagee the said property more particularly and fully described in Schedule I hereunder together with the buildings erected or to be erected by the mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property subject however to the covenant's and the conditions specified in the lease-cum-sale agreement entered into by the mortgagor with the Tamil Nadu Housing Board and subject to the right of redemption as hereinafter contained viz. Provided always and it is here by agreed and declared by and between the parties hereto that if the Mortgagor shall duly repay to the mortgagee the said advance 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 shall at any time thereafter upon the request and at the cost of the mortgagor reconvey, retransfer and reassure the said mortgaged property to the mortgagor.

4. And it is hereby expressly agreed and declared that if there shall be any breach by the mortgagor of the covenants herein contained or if the mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before all the dues payable to the mortgagee under these presents together with interest thereon are fully paid or if the said advance or any part thereof become payable forthwith under these presents or otherwise, then it shall be lawful for the mortgagee to sell the mortgaged property or any part thereof either together or in parcels, either through public auction or through private negotiation with power to buy 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 effecting any such sale as the mortgagee shall think fit and it is hereby declared that the receipt issued by the mortgagee for the money received by them from the sale of the premises or any part thereof shall be sufficient proof that the purchaser has discharged his liability. if any, in the matter of

payment of sale price to the mortgagor, who is the owner of the premises and it is hereby declared that the mortgagee shall hold the money received by him through such sale in trust and firstly pay all the expenses incurred in connection with such sale, secondly, pay towards the satisfaction of the moneys owing on the security of these presents and thirdly pay the balance, if any, to the mortgagor ;

5. The mortgagor hereby covenants with the mortgagee as follows :

(a) that the mortgagor has good right and lawful authority to grant, transfer, assign and assure the mortgaged property to the mortgagee in the manner aforesaid ;

(b) that the mortgagor shall maintain the aforesaid house in good condition at his own cost and shall pay all the municipal and other local rates and 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 that effect ;

(c) that the mortgagor shall insure the ready built house/flat purchased out of the advance sanctioned by the Board against fire, flood or cyclone for an amount not less than the actual amount of advance taken from the mortgagee within a period of three months, after the completion of the construction of the house in the plot allotted by the Tamil Nadu Housing Board, or of the purchase of the ready built house/flat. In the case of failure to insure the building or to pay the premium the mortgagor shall agree to the deduction from his pay by the pay disbursing officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, and to the remittance of the same to the Insurance Company.

(d) that the mortgagor shall afford full facility to the mortgagee for carrying out inspection after acquisition of the house to ensure that it is maintained in good condition until the advance is repaid in full ;

(e) that the mortgagor solemnly assures and states that the rights and interest whatever acquired under the lease-cum sale agreement shall stand forthwith transferred in favour of the mortgagee and such rights and interests shall form part of the security offered under the Mortgagee Deed ;

(f) that the mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement ;

(g) that the mortgagor shall, so long as any money shall remain due on the security of the said mortgaged property, duly observe all the covenants of the lease-cum-sale agreement and the conditions contained in the said indenture of the lease-cum-sale agreement referred to in Schedule II hereunder written and keep the mortgagee indemnified against all actions suits, proceedings, costs, charges claims and demands which will be incurred or sustained by reason of non-payment of the rent or breach, non-performance or non-observance of the covenants, conditions or any of them ;

(h) that the mortgagor shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose of the mortgaged property ;

(i) that in case of any breach by the mortgagor of any of the conditions for the grant of the advance the entire advance together with the interest accrued thereon shall at once become due and payable.

SCHEDULE—I

(Herein specify the particulars of the property)

SCHEDULE—II

(Herein specify the lease-cum-sale agreement)

IN WITNESS WHEREOF THIRU
has hereunto set his hand and Thiru
the order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the
day and the year first above written.

THE MORTGAGOR
acting-for and on behalf of and by

SIGNATURE OF THE MORTGAGOR.

In the presence of

WITNESS :

(1)

(2)

SIGNATURE OF THE MORTGAGEE.

In the presence of

WITNESS :

(1)

(2)

FORM No. 5

Form of Agreement to be executed at the time of drawing an advance by a Tamil Nadu Electricity Board employees for building etc., of house [vide Rule 5 (1) and (3)]
AN AGREEMENT MADE THIS

Day of _____ Between _____ One thousand
 nine hundred and _____ 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 legal representatives and administrators) of the one part and Chairman, Tamil Nadu Electricity Board (hereinafter called "the Tamil Nadu Electricity Board" 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 or enlarge living accommodation in his/her house.

*Purchase a ready built house.

Described in the Schedule hereto annexed WHEREAS the borrower has under the provision of rules framed by the Tamil Nadu Electricity Board to regulate the grant of advances to Tamil Nadu Electricity Board employees for building etc. of houses and issued by the Tamil Nadu Electricity Board with its proceedings M.S. No. 2730 dt. 14-11-62 (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) apply to the Tamil Nadu Electricity Board for an advance of Rupees _____ and the Board has sanctioned an advance of Rupees _____ to the Borrower- vide the proceedings of Tamil Nadu Electricity Board dt. _____ copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions setforth in this agreement. Now it is hereby agreed by and between the parties hereto that in the consideration of the sum of Rupees _____ paid/to be paid by the Tamil Nadu Electricity Board to the borrower, the borrower hereby agrees with the Board.

(1) to repay to the Tamil Nadu Electricity Board the said amount with interest calculated in accordance with the said rules for the time being in force by monthly instalments of Rupees _____ each and to the deduction from his pay as provided for by the said rules of each instalment or instalments from the month of _____ nineteen hundred and _____ and the borrower, hereby authorises the Board to make such deductions from his monthly leave salary bills and to recover the balance of House Building Advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any specific part of the gratuity that may be sanctioned to the borrower or if he is governed by the Contributory Provident Fund Scheme from the Employer's share of contribution to borrower's Provident Fund.

(2) (a) within two months from the date of receipt of the aforesaid amount of Rs. _____ (Rupees _____ only) out of the said advance or within such further time as the TNEB (Secretary/Chief Engineer/Personnal) may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Tamil Nadu Electricity Board the sale deed in respect thereon, failing which the borrower shall be liable to refund forthwith the entire amount to the Tamil Nadu Electricity Board together with interest thereon.

* (b) Within three months from the date of receipt of the aforesaid advance of Rs. _____ (Rupees _____ only) to expend the aforesaid amount* in the purchase of the said ready built house and to complete the acquisition of the said house and mortgage it to the Tamil Nadu Electricity Board failing which the borrower shall refund the advance together with interest to Tamil Nadu Electricity Board forthwith unless an extension of time is granted by the Tamil Nadu Electricity Board. To complete construction of said house within eighteen months of _____ 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 Tamil Nadu Electricity Board.

(3) If the actual amount paid for the purchase of land or the purchase of the house is less than the amount received under these presents by the borrower to repay the difference to the Tamil Nadu Electricity Board forthwith.

(4) To execute a document mortgaging the said house/land along with the house to be built thereon to the Board 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.

Provided that in cases where the borrower has purchased the house/site from the State Housing Board or a Co-operative Housing Society on sale-cum-mortgage basis, the borrower agrees to mortgage to the Board the house-site together with the house to be constructed thereon within a period of one month from the date of drawal of the first instalment, notwithstanding the fact that the site has already been mortgaged to the State Housing Board or the Co-operative Housing Society, as the case may be;

(5) (a) that the borrower solemnly assures and states that the rights and interests whatever acquired under the Lease-cum-sale agreement/Sale agreement shall stand forthwith transferred in favour of the Tamil Nadu Electricity Board and when the mortgage is executed by the mortgagor such rights and interests will form part of the security offered under the mortgage deed executed in favour of the Tamil Nadu Electricity Board.

(b) that the borrower further assures and undertakes that he shall not commit any default of any of the terms and conditions of the lease-cum-sale agreement/sale agreement and that if the Tamil Nadu Electricity Board, to safeguard its interests, chooses at any time to comply with any of these terms and conditions, the Tamil Nadu Electricity Board shall have the right to do so and that the borrower shall compensate accordingly to the Tamil Nadu Electricity Board.

(6) To insure with the United India Fire and General Insurance Company Ltd., the house constructed/purchased and/or the living accommodation which is enlarged out of the advances sanctioned by the Tamil Nadu Electricity Board, against fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Tamil Nadu Electricity Board within a period of three months after completion of construction/purchase of the house.

In the case of failure to insure the building or to pay the premium the borrower agrees to the deduction by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, from his pay and its remittance to the concerned insurance company.

(7) AND IT IS HEREBY FURTHER AGREED AND DECLARED THAT if the land is not purchased and the sale deed thereof not produced for inspection of the Tamil Nadu Electricity Board within two months of the date of the drawal of the part of the advance for that purpose, or within such further time as the Sanctioning Authority may allow in this behalf or if the house is not purchased, and mortgaged within three months of the drawal of the advance or within further time as Sanctioning Authority may allow in this behalf or if the borrower fails to complete the construction of the said house, as herein before agreed, or if the borrower becomes insolvent or quits the service of the Tamil Nadu Electricity Board or dies, the amount of the advance together with interest accruing thereon, shall immediately become due and payable to the Tamil Nadu Electricity Board.

(8) Without prejudice to any other right of the Tamil Nadu Electricity Board in that behalf if any amount becomes refundable or payable by the borrower to the Tamil Nadu Electricity Board, the Tamil Nadu Electricity Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

The schedule above referred to

In witness whereof THE BORROWER,
on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board have signed this agreement.

Signed by the borrower in the presence of

(Signature of the borrower)

First Witness

Address

Occupation

the office of

Chairman, Tamil Nadu Electricity Board.

Signed by Thiru

acting for and on behalf of and by the order and direction of the

in

FORM No. 6

**FORM OF SUPPLEMENTAL AGREEMENT TO BE EXECUTED
AT THE TIME OF DRAWING AN ADDITIONAL ADVANCE BY A
TAMIL NADU ELECTRICITY BOARD EMPLOYEE**

An agreement made this day of
eighty Between son of

One thousand nine hundred and
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, legal representatives and administrators) of the one part and Chairman Tamil Nadu Electricity Board (hereinafter called "Tamil Nadu Electricity Board" 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 requires an additional advance of Rs (Rupees) for completing the construction of house and the Board in dated the has sanctioned an additional advance of Rs (Rupees) to the borrower;

AND WHEREAS a deed of agreement was made on the one thousand nine hundred and eighty between the borrower and the TNEB under which a sum of Rs (Rupees) was sanctioned to the Borrower as loan.

Now these presents witnesseth as follows :

1. The additional advance of Rs (Rupees) should be repaid in instalments. Ist instalment at Rs and instalments at Rs each recoverable from the salary/leave salary of the Borrower for payable in onwards. The recovery of monthly instalments of original advance has already been effected from the pay bill of onwards i.e. eighteenth month after the date on which the first instalment of the advance is drawn by the Borrower.

2. Interest at the rate of per annum shall be charged on the additional advance of Rs (Rupees) and the same will be recovered after the principal is fully recovered.

3. It is hereby agreed upon between the Borrower and the Tamil Nadu Electricity Board and declared that all the covenants, powers and provisions contained in the deed of agreement date the One thousand nine hundred and eighty shall operate and take effect in like manner for securing payment of the moneys hereby secured as if the same moneys had formed part of the moneys secured by the said principal deed;

IN WITNESS WHEREOF the borrower and the acting for and on behalf of and by the order and direction of the Chairman Tamil Nadu Electricity Board have signed this agreement.

SIGNATURE OF THE BORROWER.

Signed by the said Borrower in the presence of.

First Witness :
Address :
Occupation :
Second Witness :
Address :
Occupation :

Signed by Thiru acting for and on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board in the presence of

First Witness :
Address :
Occupation :
Second Witness :
Address :
Occupation :

FORM No. 7

Form of Supplemental Agreement to be executed at the time of Extension of service of the Board Employees who had drawn an Advance for Building etc., of Houses.

An agreement made this day of _____ one thousand nine hundred and _____ and between Thiru _____ son of _____ at present serving at _____ (hereinafter called the Borrower which expression, shall unless excluded by or repugnant to the subject or context, include his heirs, executors, legal representatives and administrators,) of the one part and the Tamil Nadu Electricity Board (hereinafter called the Board which expression shall, unless excluded by or repugnant to the subject or context, include his successors in office and assigns) of other part.

Whereas a deed of agreement dated _____ (hereinafter referred to as the principal deed was entered into between the borrower and the Board under which a sum of Rs. _____ (Rupees _____) was sanctioned to the borrower as loan.

AND WHEREAS the mode of payment of the principal amount of the advance and the interest and the number and amount of line of instalments for repayment of the principal and interest were fixed on the basis that the age of superannuation was 55 years.

AND WHEREAS the age of superannuation of the borrower has been revised and the age of superannuation has been fixed as 58 years.

Now these presents witnesseth as follows :—

It is hereby agreed by and between the parties here to that in consideration of the revision of the age of superannuation as 58, the borrower hereby agrees with the Board to repay to the Board the balance of the original advance and interest as on the date of superannuation at the age of 55 during the revised date of superannuation at the age of 58 by monthly instalments as fixed by the Board/ Sanctioning Authority by deduction from his pay and the borrower hereby authorises Sanctioning Authority to make such deductions from his monthly pay/leave salary bills.

In witness whereof Thiru _____ the borrower and _____ acting for and on behalf of and by the order and direction of the Tamil Nadu Electricity Board have signed this agreement:

Signature of the Borrower:

Signed by the said borrower in the presence of

First Witness :

Address :

Occupation :

Second Witness :

Address :

Occupation :

Signed by Thiru _____ acting for and on behalf of and by the order and direction of the Tamil Nadu Electricity Board.
In presence of _____

Signature of _____

First Witness :

Address :

Occupation

Second Witness:

Address :

Occupation :

FORM No. 8

Know ALL MEN BY THESE PRESENTS that we _____ and _____
 of _____ are held and firm bound into the Tamil Nadu
 Electricity Board in the sum of Rupees _____ to be paid to the Tamil Nadu Electricity
 Board, a Board constituted by the Govt. of Tamil Nadu under the Elec. (Supply) Act, 1948 (Central
 Act, IV of 1948) (hereinafter called the Board) its successors or assigns or its certain attorney or
 attorneys for which payment to be well and truly to be made we bind ourselves and each of us our and
 each of our heirs executors administrators and legal representatives firmly by these presents.

WHEREAS the above bounden _____ who _____ at present holds the
 Office of _____ applied to the Tamil Nadu Electricity Board for the grant to him
 of an advance of Rupees _____ for the purpose of purchasing

AND WHEREAS the Tamil Nadu Electricity, Board has agreed to
 sanction such advance upon the said and the above bounden _____ surety entering into a bond in the
 above mentioned sum of Rupees _____ with such conditions

as is hereunder written for the due and punctual repayment by the said
 of the several instalment of the principal sum and interest thereon as and when they fall due and for the
 observance and performance by the said _____ of the several conditions and covenants
 laid down in the Rules Regulating the grant of advances to the employees of the Tamil Nadu Electricity
 Board for construction etc., of houses issued in the B. P. Ms. No. 2730, dt. 14-11-62 as subsequently
 amended, or any modifications thereof relative to the above said advance. Now the above written
 bond is conditioned to be void in either of the cases following:—

1. If the said _____ his heirs, executors,
 administrators or legal representatives shall from time to time and at all times hereafter well and truly
 pay or cause to be paid to the Tamil Nadu Electricity Board all such sums of moneys as shall from time
 to time become due and owing to the Tamil Nadu Electricity Board from the said _____
 in respect of the advance above mentioned as and when such sum of _____
 sums of money shall respectively become due and payable.

2. If the said _____ shall at any time or times hereafter make default in payment
 of any such sum or sums of money as aforesaid and the said or his heirs executors, administrators or legal
 representatives shall within the space of one calendar month after receiving notice in writing of such
 default and of the amount thereof from the T. N. E. B. well and truly pay or cause to be paid to the
 T.N.E.B. the sum of money stated in the said notice to be and being the amount of the said default.

3. This security will become null and void on completion of the house/mortgaging the acquired
 house/flat as per terms and conditions of the agreement executed by the above said.

Signed, sealed and delivered by the said _____

in the presence of _____

Signed, sealed and delivered by the said _____

(surety) in the presence of _____

FORM No. 9

THIS DEED OF MORTGAGE EXECUTED AT _____
 on this the day of _____ 19____—by _____ son of _____ aged
 about _____ years, residing at No. _____

Hereafter called the 'MORTGAGEOR' in favour of the Tamil Nadu Elec. Board represented by its
 Sanctioning Authority, having its office at No. _____ Hereinafter called the 'MORTGAGEE' the
 terms Mortgageor and Mortgagee shall mean and include the respective heirs, executors, administrators,
 assigns and successors in office as the case may be witnesseth:—

By a simple Mortgage dated _____ registered as Document No. _____ the Mortgageor
 herein has mortgaged the property viz. No. _____ street, Town _____ etc. more fully and particularly
 described in the Schedule hereunder in order to secure the payment of a sum of Rs. _____ loaned
 to the Mortgageor by the Mortgagee with interest thereon at the rate of _____

In respect of the said mortgage, the Mortgagor has paid the following amounts or has not paid any amount whatsoever (whichever is required may be retained and the rest may be deleted),

Now the mortgagor has applied to the Mortgagee for the payment of further loan on the same property on the same conditions mentioned in the said first mortgage.

NOW THIS DEED WITNESSETH AS FOLLOWS

1. In consideration of the sum of Rs. _____ borrowed by the Mortgagor from the Mortgagee the receipt of which sum the Mortgagor hereby acknowledges, in respect of the Construction of the Schedule mentioned property the Mortgagor hereby covenants with the Mortgagee as follows:

(a) That the Mortgagor will pay to the Mortgagee the said sum of Rs. _____ by way of deduction from and out of the salary as per the recitals contained in the first mortgage.

(b) In all other respects the conditions of this mortgage shall be as detailed with particulars contained in the prior mortgage.

SCHEDULE

IN WITNESS WHEREOF the mortgagor has set his hand hereunto on the day Month and the year first above written in the presence of

Signed delivered in the presence of witnesses :

Mortgagor

- 1.
- 2.

FORM No. 10

Form of joint option and undertaking to be exercised by the husband and wife for the drawal and disbursement of a combined House Building Advance to either of them and for the recovery of the Advance :—

We _____ (name of the husband)
(his designation) and his spouse _____ (Name of wife)
(her designation) hereby jointly exercise the following option, namely :—

that the combined House Building Advance which will be sanctioned to us under the Rules regulating the grant of House Building Advance to Tamil Nadu Electricity Board's employees may be drawn and disbursed to Thiru/Tmt. _____ and that it may be recovered from him/her in such manner as may be stipulated in the sanction orders and also in the joint agreement and joint mortgage deed to be executed by us.

We hereby undertake that we both shall be jointly as well severally liable to repay the advance in full eventhough the recovery has to be made from one of us as per our above option and as per the orders sanctioning the advance, that this liability shall remain even under any unforeseen contingencies in our life like divorce, death, etc., that upon such contingencies the Board may pass such revised orders as may be deemed fit by them for the recovery of the advance from either of us or from both of us jointly, and, that such revised orders of the TNEB will be binding on us.

Dated _____ the of _____ 198

1.

Signature of the husband and his designation.

In the presence of witness :—

2.

Signature of the wife and her designation.

In the presence of witness :

FORM No. 11

Thiru

Office

Date of retirement

1. Name and designation of the Board servant and his permanent address
2. No. and date of the Bd's order sanctioning the advance
3. No. and date of the order according formal sanction of the advance
4. Amount of advance and the No. of instalment in which it has to be paid
5. (i) No. and date of the order authorising the payment of the 1st instalment
Actual date of payment
- (ii) Actual date of 2nd instalment
Actual date of payment
- (iii) Actual date of 3rd instalment
Actual date of payment
- (iv) Actual date of 4th instalment
Actual date of payment
6. Rate of interest to be charged
7. No. of instalments in which the advance and the interest to be recovered
8. Due date for the commencement of the recovery

B.P. Ms. No.

Memo. No.

Three/Four

Serial No.

Year

Monthly rate of recovery

April

May

June

July

August

September

October

November

December

January

February

March

Total recovery during the year Balance of principal due at the end of the year c/f.
Progressive total amount interest accrued upto the end of the Financial Year:

Remarks

Form No. 12

Form of Mortgage deed to be executed for construction of House on the land owned by spouse of the Board Employee.

Mortgage deed for Rs.

THIS DEED OF MORTGAGE made on the _____ day of _____ 198
(One thousand nine hundred and eighty BETWEEN Thiru
residing at (party of the FIRST PART) AND Thiru/Tmty
son of/Daughter of _____ residing at _____
(Party of the SECOND PART) who is employed as _____ in the office of the
(hereinafter called the "Mortgagors" which expression shall unless
excluded by or repugnant to the subject or context include their heirs, executors, administrators, legal
representatives and assigns) and the Chairman, Tamil Nadu Electricity Board (hereinafter called the
"Mortgagee" which expression shall unless excluded by or repugnant to the subject or context include
his successors in office and assigns) Party of the THIRD PART.

WHEREAS THE party of the First Part is the absolute and sole owner and is seized and possessed
or otherwise well and sufficiently entitled to the land and building hereinafter more particularly and fully
described in the Schedule hereunder written and for greater clearance delineated on the Plan annexed
hereto and thereon shown with the boundaries thereof coloured RED and expressed be hereby conveyed,
transferred and assured (hereinafter referred to as "the said mortgaged property").

AND WHEREAS Party of the First Part has agreed and given an undertaking to make avail-
able the above-said plot of land for construction of a dwelling house by availing a house building advance
by her husband/wife who is the party of the second part from the Mortgagee and has also given
necessary undertaking to abide by the rules and regulations of the Mortgagee to avail the said house
building advance and in respect of its repayment to the mortgagee for the due repayment of the said
advance AND WHEREAS the Mortgagors have applied to the Mortgagee for an advance of
Rs. _____ (Rupees _____ only) for the purpose of enabling the
Mortgagors to construct a house on the said hereditaments;

AND WHEREAS the Mortgagee agree to advance to the Mortgagors the said sum of
Rs. _____ (Rupees _____ only) on certain terms and
conditions;

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 advance to T.N.E. Board employees for building etc. of Houses'
issued by the Tamil Nadu Electricity Board with its Proceedings Ms. No. 2730, dated 14-11-62
(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 WHICH RULES are hereby agreed to form part and parcel of these presents;

AND WHEREAS the Mortgagee has sanctioned to the Mortgagor an advance of Rs.
(Rupees _____ only) payable by such instalments and in the manner
as hereinafter appearing;

AND WHEREAS the Mortgagors have already received Rs _____ (Rupees
only) on _____ from the Mortgagee being the first instalment on
execution of the agreement and surety bond;

AND WHEREAS the Mortgagors are to receive from the Mortgagee the balance of the
aforesaid advance in the following manner and instalments;
Rs _____ (Rupees _____ only) being the
second instalment to be received on the execution of this Deed by the Mortgagors in favour of the
Mortgagee, and when the construction of House reaches Plinth level.
Rs _____ (Rupees _____ only) being the third
and final instalment when the construction of the house reaches roof level 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, street lighting, roads, drainage and Sewage.

NOW THIS DEED WITNESSETH AS FOLLOWS :

(i) In pursuance of the said rules and in consideration of the said rules and in consideration of the said advance sanctioned by the Mortgagee to the Mortgagors, and Mortgagors doth hereby covenant with the Mortgagee that 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 equal monthly instalment of Rs (Rupees only) at the rate of one third of pay and D.A. subject to upward revision during the currency of the loan in order that no part of the loan and the interest thereon is outstanding after retirement each from the pay of the party of the Second Part of the Mortgagors commencing from the month following the completion of the house or the eighteenth month from the date of drawal of first instalment of advance whichever is earlier and the Mortgagors hereby authorises the Mortgagee to make deduction from the monthly pay, leave salary of the amount of such instalments and the Mortgagors shall after paying the full amount of the advance also pay interest thereon in monthly instalments in the manner and on the terms specified in the said rules. The mortgagee shall be entitled to recover the balance of house building advance with interest outstanding at the time of retirement or death preceding retirement from the whole or any, specified part of the death-cum-retirement gratuity that may be sanctioned to the party of the Second Part of the Mortgagors. In case of default in payment of instalments or part thereof the entire advance with the interest accrued shall at once become due and payable provided that the Mortgagors shall repay the entire advance with interest in full before the date of the retirement from service of the party of the Second Part, failing which the Mortgagee shall be entitled to enforce this Mortgage at any time and recover the balance of the advance then due together with interest and costs, recovery by sale of said mortgaged property which shall mean and include the building to be constructed on the vacant land more particularly described in the schedule hereunder or in such other manner as may be permissible under the law, it will however, be open to the Mortgagors to repay the outstanding amount in a shorter period.

(ii) If the mortgagors shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the Mortgagors shall become insolvent (or shall cease to be in service for any reason) or he dies before repayment of advance in full or if the Mortgagor, shall fail to observe on their 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 the rate of % upto Rs and % for Rs or prevalent at the time of drawal of the 1st instalment of advance calculated from the date of the payment by the Mortgagee to the Mortgagors of the first instalment of the said advance;

(iii) In 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 Mortgagors doth hereby grant, convey, transfer, assign and assure unto the Mortgagee all and singular the said mortgaged property more particularly and fully described in the Schedule hereunder written together with building erected or to be erected by the Mortgagors on the 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 Mortgagors 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 Mortgagors 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 Mortgagors reconvey, retransfer and reassure the said mortgaged property unto and to the Mortgagors or as they may direct;

(iv) AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the Mortgagors of the covenants on their part herein contained or if the Mortgagors, shall become insolvents or if the Part of the Second Part shall cease to be in service for any reason or if he dies before all the dues payable to the Mortgagee under these presents, to either 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 than and in any of such case 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 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 there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfactions of the moneys owing on security of these presents and the balance if any to be paid to the Mortgagors;

(v) The Mortgagors hereby covenant with the Mortgagee as follows : —

A. That the Mortgagors now hath in their good right, title and interest and lawful authority to grant, convey, transfer, assign and assure the mortgaged property unto and the use of the Mortgagee the manner aforesaid.

B. That the Mortgagors shall carry out the construction of the House exactly in accordance with the approved plan and specification on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagors shall certify when applying for instalments of advance admissible at the plinth level/roof level that the construction is being carried out in accordance with the plan and estimates furnished by them 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. They will allow the mortgagee to carry out either by himself or through his representative and inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagors they shall be liable to repay to the Mortgagee forthwith the entire advance received by them and further shall also be liable to such disciplinary action against the party of the Second Part as may be permissible under the rules of service as is applicable to Mortgagors ;

C That the Mortgagors shall complete the construction of the house within eighteen months from the date of drawal of first instalment of advance is paid to the Mortgagors unless an extension of time is allowed in writing by the Mortgagee. In case of default, the Mortgagors shall be liable to repay forthwith the entire amount advanced to them together with interest calculated under the said rules in one lumpsum, The Mortgagors shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the amount of advance has been utilised for the purpose for which it was sanctioned.

D. That the Mortgagors should insure the house constructed out of the advance sanctioned by the Board against fire, cyclone and flood for an amount not less than the actual amount of advance taken from the Board within a period of three months after completion of the construction of the house. In the case of failure to insure the building or to pay the premium the Mortgagors agree to the deduction by the Pay disbursing officer of amount equal to the cost of taking out a policy or for keeping it alive, as the cases may be from the pay of the party of the Second part and its remittance to the insurance Company.

E. That the Mortgagors 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 Mortgagors shall also furnish to the Mortgagee an annual certificate to the above effect.

F. That the Mortgagors shall afford full facility to the Mortgagee for carrying out inspection after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full ;

G. That the Mortgagors shall not during the continuance of these presents, charge, encumber, alienate or otherwise dispose of the mortgaged property ;

H. In case of any breach by the Mortgagors of any of the conditions for the grant of the loan, the entire advance with the interest accrued shall at once become due and payable.

SCHEDULE OF THE PROPERTY

of	Vacant land	Village, bearing	Paimash No.	in the total extent
the building	cents, extent sold	ground	sq. ft. bearing plot No.	with
West by	constructed or to be constructed	thereon	bounded on the East by	
measuring	North by		South by	
Sub-District of	feet by		feet in the registration	
(Rupees	The market value of the property as per the		Executants assessment is Rs.	
	only)		-----	

IN WITNESS WHEREOF Thiru/Tmt. Thiru/Tmt. and the applicant Thiru/Tmt. W/o. H/o. Thiru/Tmt. the Mortgagors have hereunto set their hands and Thiru/Tmt. for and on behalf of and by order and direction of the Chairman, Tamil Nadu Electricity Board have hereunto set his hand the day month and the year first above Written.

Signature of the Mortgagors
Party of the First part.

Witnesses :

(1)

(2)

Signed by Thiru

Signature of the party of
the Second Part.

Tamil Nadu Electricity Board,

acting for and on behalf of and by the order and direction of the
Chairman, Tamil Nadu Electricity Board.

Signature of the Mortgagee.

Witnesses :

(1)

(2)

FORM No. 13

Form of Agreement to be executed at the time of drawing an advance by Tamil Nadu Electricity Board employees for the purchase of newly built flat from private parties.

AN AGREEMENT MADE THIS
BETWEEN Thiru

day of One Thousand Nine Hundred and
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, legal representatives and administrators) of the ONE PART AND the Chairman, Tamil Nadu Electricity Board (hereinafter called "The Board" 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 entered into an agreement for the purchase of a ready built flat (hereinafter referred to as the 'Property') from Thiru (hereinafter called the Vendor) situated at and more particularly and fully described in the Schedule hereunder at a cost of Rs. (Rupees).

AND WHEREAS the borrower has under the provisions of the rules framed by the Tamil Nadu Electricity Board to regulate the grant of advances to the Tamil Nadu Electricity Board employees for building etc. of houses (hereinafter referred to as the said rules which expression shall, where the context so admits, include any amendment there of or addition there to for the time being in force) applied to the Tamil Nadu Electricity Board for an advance of Rs. (Rupees) for the purpose of purchasing the said property.

AND WHEREAS THE Board has sanctioned an advance of Rs. (Rupees) to the borrower, which the borrower here by acknowledges vide the proceedings of Tamil Nadu Electricity Board Ms. No. dt. a copy of which is annexed to these presents, for the purpose aforesaid on the terms and conditions set forth in this agreement.

NOW IT IS HEREBY AGREED TO BETWEEN THE PARTIES hereto that in consideration of the sum of Rs. (Rupees) paid/ to be paid by the Board to the borrower, the borrower hereby agrees with the Board as follows :—

(1) To repay to the Board the said amount with interest calculated in accordance with the said rules for the time being in force in monthly instalments of rupees each and for the deduction from his pay the instalment or instalments from the month of and the borrower, here by authorises the Board to made such deductions from his monthly pay/leave salary bills and to recover the balance of House

Building Advance with interest outstanding at the time of retirement or death where death precedes retirement from the whole or any specific part of the death-cum-retirement gratuity that may be sanctioned to the borrower.

(2) Within two months from the date of receipt of the aforesaid amount of Rs. _____ (Rupees _____ only) or within such further time as the Sanctioning Authority for House Building Advance may allow in this behalf, to spend the aforesaid amount in the purchase of the property and to produce for inspection of the Board the sale deed in respect thereof, failing which the borrower shall be liable to refund forthwith the entire amount to the Board together with interest thereon.

(3) If the actual amount paid for the purchase of the property is less than the amount received under these presents, the borrower shall refund the difference to the Board forth with;

(4) To execute a document mortgaging the said property to the Board as security for the amount 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 within a period of three months from the date of receipt of the aforesaid amount;

(5) (a) That the borrower solemnly assures and states that the rights and interests whatever acquired by the borrower under the sale agreement shall stand forthwith transferred in favour of the Board and when the mortgage is executed by the borrower such rights and interests shall form part of the security offered in favour of the Board;

(b) That the borrower further assures and undertakes that he shall not commit any default of any of the terms and conditions of the sale agreement and that if the Board to safeguard its interests, choose at any time to comply with any of these terms and conditions, the Board shall have the right to do so and that the borrower shall compensate accordingly to the Board;

(6) To insure with the United India Fire and General Insurance Company or any other agency that may be prescribed by the Board from time to time the property purchased out of the aforesaid advance sanctioned by the Board against any risk of fire, flood and cyclone for an amount not less than the actual amount of advance taken from the Board within a period of three months after the purchase of the property. In case of failure to insure the said property or to pay the premium, the borrower agrees for the deduction by the Pay Disbursing Officer, of an amount equal to the cost of taking out a policy or for keeping it alive, as the case may be, from his pay and its remittance to the concerned Insurance Company.

(7) AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the property is not purchased and the sale deed thereof is not produced for inspection of the Board within two months from the date of the receipt of the advance amount for the purpose, or within such further time as the Sanctioning Authority may allow in this behalf or if the property is not purchased, and mortgaged within three months of the drawal of the advance or within further time as the authority next higher to the Sanctioning Authority may allow in this behalf as herein before agreed, or if the borrower becomes insolvent or quits the service of the Board or dies, the advance amount together with interest accruing thereon, shall immediately become due and payable to the Board;

8. Without prejudice to any other right of the Board in that behalf if any amount becomes refundable or payable by the borrower to the Board, the Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

SCHEDULE

IN WITNESS WHEREOF THIRU _____
the borrower hereto and Thiru _____ acting for and on
behalf of and by the order and direction of the Board have signed this deed on the day, month and year
first hereinbefore mentioned.

Signed by the Party of the
First Part.

In the presence of Witnesses :

- (1)
- (2)

Signed by the Party of the
Second Part.

In the presence of Witnesses :

- (1)
- (2)

FORM No. 14

**Form of Mortgage deed to be Executed for the Purchase of
Newly Built Flat From Private Party**

THIS INDENTURE MADE THIS _____ day of One thousand nine hundred and _____ BETWEEN Thiru _____ aged about _____ son of _____ residing at _____ at present employed as _____ in the office of _____ (hereinafter called 'THE MORTGAGOR' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, legal representatives, administrators and assigns) of the ONE PART AND THE Chairman Tamil Nadu Electricity Board (Hereinafter called "THE MORTGAGEE" which expression shall unless excluded by or repugnant to the subject or context included his successors in office and assigns) of the OTHER PART.

WHEREAS the Mortgagor has entered into an agreement for the purchase of a ready built flat (hereinafter referred to as the Property) from Thiru _____ (hereinafter called the Vendor) situated at _____ and more particularly and fully described in the Schedule hereunder from the Vendor at a cost of Rs. _____ (Rupees _____ only).

AND WHEREAS THE MORTGAGOR has applied to the Mortgagee for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling him to purchase the said property from the Vendor.

AND WHEREAS the Mortgagee has agreed to advance to the Mortgagor the said sum of Rs. _____ (Rupees _____ only) subject to the terms and conditions hereinafter contained and subject to the rules for the time being in force regulating the grant of advance to the employees of the Tamil Nadu Electricity Board for building of houses etc. issued by the Tamil Nadu Electricity Board in their Proceedings No. 2730 dated the 14th November, 1962 (hereinafter referred to as the 'said rules') as amended or modified from time to time;

AND WHEREAS the grant of the aforesaid advance is mainly subject to the conditions that the Mortgagor should secure the repayment of the said advance by Mortgaging the property to the Mortgagee and that the Mortgagor should observe all the terms and conditions contained in the said rules for the time being in force

AND WHEREAS THE Mortgagee has sanctioned to the Mortgagor an advance of Rs. _____ (Rupees _____ only) and the Mortgagor hereby acknowledges the receipt of the said amount from the Mortgagee:

Now This Indenture Witnesseth As Follows

In pursuance of the said rules and in _____ consideration of the said advance paid by the Mortgagee to the Mortgagor, the Mortgagor doth hereby covenant with the Mortgagee that he 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) in (Specify the No. of instalment) equal monthly instalments of Rs. _____ (Rupees _____ only) from the pay of the Mortgagor commencing from the month of _____ (Specify the month and year etc.) and the mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary the amount of such instalment and the Mortgagor shall, after paying the full amount of the advance, also pay interest thereon in monthly instalments in the manner specified in the said rules. The Mortgagee shall be entitled to recover the balance of the house building advance with interest outstanding at the time of retirement/cessation of employment due to death prior to retirement, from the whole or any specified part of the Death-Cum-Retirement Gratuity that may be sanctioned to the Mortgagor. In case of default in payment of even one instalment or part thereof, the entire advance together with interest accrued shall at once become due and payable and the Mortgagee shall be entitled to enforce this mortgage at any time 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 shall however, be open to the Mortgagor to repay the outstanding amount in a shorter period;

(2) If the Mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before 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, then 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 together with Interest thereon at the rate prevalent at the time of drawal of advance calculated from the date of the payment of the advance by the Mortgagor to the Mortgagee.

(3) In pursuance of the said rules and in consideration of the aforesaid advance and to secure repayment of the aforesaid advance and interest as may at any time hereinafter be due to the Mortgagee under the terms of these presents, the Mortgagor doth hereby demise unto the Mortgagee the said property more particularly and fully described in the Schedule hereunder (hereinafter referred to as the mortgaged property) or materials for the time being thereon with all rights, easements and appurtenance to the said mortgaged property subject however to the covenants and the conditions specified in the sale deed entered into by the Mortgagor with the Vendor and subject to the right of redemption as hereinafter contained; provided always and it is hereby agreed and declared by and between the parties hereto that if the Mortgagor shall duly repay to the Mortgagee the said advance 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 shall at any time thereafter upon the request and at the cost of the Mortgagor reconvey, retransfer and reassure the said mortgaged property to the Mortgagor;

(4) And it is hereby expressly agreed and declared that if there shall be any breach by the Mortgagor of the covenant herein contained or if the Mortgagor shall become insolvent or shall cease to be in service for any reason or if he dies before all the dues payable to the Mortgagee under these presents together with interest thereon are fully paid or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise, then it shall be lawful for the Mortgagee to sell the mortgaged property or any part thereof either together or in parcels, either through public auction or through private negotiation with power to buy 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 assurance for effecting any such sale as the Mortgagee shall think fit and it is hereby declared that the receipt issued by the Mortgagee for the money received by them from the sale of the premises or any part thereof shall be sufficient proof that the purchaser has discharged his liability, if any, in the matter of payment of sale price to the Mortgagor, who is the owner of the premises and it is hereby declared that the Mortgagee shall hold the money received by him through such sale in trust and firstly pay all the expenses incurred in connection with such sale, secondly, pay towards the satisfaction of the security of these presents and thirdly pay the balance, if any, to the Mortgagor;

(5) The Mortgagor hereby covenants with the Mortgagee as follows:

(a) that the Mortgagor has good right and lawful authority to grant, transfer, assign and assure the mortgaged property to the Mortgagee in the manner aforesaid;

(b) that the Mortgagor shall maintain the mortgaged property in good condition at his own cost and shall pay all the municipal and other local rates and 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 that effect;

(c) that the Mortgagor shall insure the mortgaged property purchased out of the advance sanctioned by the Mortgagee against fire, flood or cyclone for an amount not less than the actual amount of advance taken from the Mortgagee within a period of three months, after; the purchase of the mortgaged property. In the case of failure to insure the mortgaged property or to pay the premium, the Mortgagor shall agree to the deduction from his pay by the pay disbursing officer, of an amount equal to the cost of taking out a policy or for keeping it alive as the case may be, and to the remittance of the same to the Insurance Company.

(d) that the Mortgagor shall afford full facility to the Mortgagee for carrying out inspection after acquisition of the mortgaged property to ensure that it is maintained in good condition until the advance is repaid in full;

(e) that the Mortgagor solemnly assures and states that the rights and interests whatever acquired under the sale deed shall stand forthwith transferred in favour of the Mortgagee and such rights and interests shall form part of the security offered under the Mortgage Deed;

(f) that the Mortgagor further assures and undertakes that he shall not commit any default of any of the terms and conditions of the sale deed;

(g) that the Mortgagor shall, so long as any money shall remain due on the security of the said mortgaged property, duly observe all the covenants of the sale deed and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reason of non-payment of the said dues or breach, non-performance or non-observance of the covenants, conditions or any of them;

(h) that the Mortgagor shall not during the continuance of these presents, charges, encumber, alienate or otherwise dispose of the mortgaged property;

(i) that in case of any breach by the Mortgagor of any of the conditions for the grant of the advance, the entire advance together with the interest accrued thereon shall at once become due and payable.

SCHEDULE

(herein specify the particulars of the property)

IN WITNESS WHEREOF Thiru

the Mortgagor has hereunto set his and Thiru acting for and on behalf of and by the order and direction of the Chairman, Tamil Nadu Electricity Board has hereunto set his hand the day and year first above written.

In the presence of

Signature of the Mortgagor.

Witnesses :

(1)

(2)

In the presence of

Signature of the Mortgagee.

Witnesses :

(1)

(2)

**APPLICATION FORM FOR THE GRANT OF ADVANCE TO BOARD EMPLOYEES
FOR THE BUILDING ETC. OF HOUSE**

(Revised form of Application in lieu of the form at pp. 12—15 Ante)

1. (a) Name in BLOCK LETTERS :
- (b) Designation :
- (c) Scale of Pay :
- (d) Present pay including dearness allowance but excluding other allowance :
2. (a) Department and office in which employed. :
- (b) Station where posted :
3. **Please State :—**
 - (a) Whether you are a permanent or non-permanent Tamil Nadu Electricity Board Employee and the length of service rendered under the Tamil Nadu Electricity Board. :
 - (b) Your permanent post if any, and the name of office and department concerned. :
 - (c) Date of birth :
 - Age :
 - Next birth day :
 - (d) Date of retirement :
 - (e) Is your wife/husband a Tamil Nadu Electricity Board Employee? If so, give her/his name, designation etc. :
4. Do you or does your wife/husband, minor child already own a house? [See rule 2 (b)] If so, please state. :
 - (a) Station where it is situated. :
 - (b) Floor area (in Square metre). :
 - (c) Its approximate valuation. :
 - (d) Reasons for desiring to own another house :
5. (a) Do you require the Advance for purchase of a plot and building a new house thereon? If so, please indicate :— :
 - (i) When and how do you propose to acquire the plot? :
 - (ii) Name of the City or Town where it is situated. :
 - (iii) Whether you wish to settle there after retirement? :

- (iv) Name of the Municipal or any other Local Authority (if any) in whose jurisdiction it is located. :
- (v) Area of the plot in Sq. metres. :
- (vi) Cost of the land. :
- (vii) Approximate floor area of house proposed to be constructed. (in Sq. mtrs.) :
- (viii) Cost of the building. :
- (ix) Total. :
- (x) Amount of Advance required. :
- (xi) No. of years in which the advance with interest is proposed to be repaid. :

Note : The approved lay-out should accompany the application. The detailed estimates and plan duly approved by the local authority should be produced at the appropriate stage (viz.) after drawal of 1st instalment and before drawal of 2nd instalment intended for construction. :

- (b) Do you require the Advance for building a new house? If so, please indicate:— :
- (i) Whether you are already in possession of land? :
- (ii) Name of the City or Town where it is situated. :
- (iii) Whether you wish to settle there after retirement? :
- (iv) Name of the Municipal or any Local Authority (if any) in whose jurisdiction it is located. :
- (v) Area of the plot in Sq. mtrs. :
- (vi) Floor area of the house proposed to be constructed. (in Sq. mtrs.) :
- (vii) Estimate Cost. :
- (viii) Amount of Advance required. :
- (ix) No. of years in which the advance with interest is proposed to be repaid. :

Note : Specifications, estimates and plan duly approved by the Local Authority concerned should accompany the application. :

6. Do you require the advance for enlarging living accommodation in an existing house? If so, please State. .:

- (a) Number of rooms in the house (excluding lavatory, bath room and kitchen) :

- (b) Total floor area of the rooms (in square metre) :
- (c) If an additional storey is proposed to be added, is the foundation strong enough? :
- (d) **Particulars of additions desired**
 - (i) Number of rooms. :
 - (ii) Floor area (in square metre): :
 - (iii) Estimated cost. :
 - (iv) Amount of advance desired. :
 - (v) Number of years in which the advance with interest is proposed to be repaid. :

Note: A plan of the house should accompany the application.

- 7. Do you require the advance for purchasing a ready-built house?
If so, please state :
- (a) Exact location of the house. :
- (b) Floor area of the house
(in square metre) :
- (c) Plinth area of the house (in square metre). :
- (d) Approximate age of the house. :
- (e) Municipal valuation of the house. :
- (f) Name and address of the owner. :
- (g) Approximate price expected to be paid. :
- (h) Amount of advance required. :
- (i) No. of years in which the advance with interest is proposed to be repaid. :
- (j) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house. :

Note: A plan of the house should accompany the application.

- 8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold.
If lease hold please state :
- (a) The term of the lease. :
- (b) How much of the term has already expired. :
- (c) Whether conditions of the lease permit the land being mortgaged to T.N.E.Bd. :

- (d) Premium paid for the plot. :
 (e) Annual rent of the plot. :

Note: A copy of the lease-cum-sale deed should accompany the application.

9. (a) Is your title to land/house 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 therefor indicating what other documents or proof, if any, can you furnish in support of your title (See items 5 (b) and 6 above) :
- (c) Does the locality, in which the plot of land/house is situated possess essential services like roads, water supply, drainage, sewages, street lighting etc. (please furnish a site plan with complete address). :
- (d) Whether previous sanction of the prescribed authority has been obtained or whether any application has been made for obtaining such previous sanction in respect of the proposed construction of the house/purchase of house/plots, as such prior sanction is necessary under the T. N. E. Board employees conduct Regulations. :
10. Is Rule 5(3) (b) applicable to your case? If so, state :— :
- (a) The name and designation scale of pay, Office, Department etc. of the permanent servant. :
- (b) The date on which the proposed surety is due to attain the age 58 years. :
11. If the advance applied for is required for the purchase of a ready built house or partly for the purchase of plot and partly for the construction of a house thereon, is there any relationship between you and the vendor of the ready built house/plot? If so, the exact relationship may be indicated. :

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.

I have read the Rules regulating the grant of advances to the employees of the Board for building etc. of houses and agree to abide by them and the terms and conditions stipulated therein.

I certify that

- (i) My wife/husband is not a T.N.E. Board employee and not obtained any advance.
 (ii) neither I nor my wife/husband has applied for and obtained an advance or loan from any other source for the acquisition of a house.
 (iii) that the house proposed to be purchased/constructed/enlarged is required for my bonafide personal use.
 (iv) that the construction of the house for which the advance has been applied for has not yet been commenced.
 (v) I do not own any house either in my name or in the name of my wife or in the name of any of my minor children.
 (vi) The construction of the house for which the advance has been applied for has not yet been commenced/has already been commenced and come upto basement level/plinth level/roof level.

STATION :
 DATED :

SIGNATURE OF THE APPLICANT