

FORM XXIX  
(See Rule 274 of DBOCW (RE&CS) Rules, 2002)

Application for HBA

1.	a) Name of the applicant	
	b) Permanent Address	
	c) Present Address	
2.	Date of birth	
3.	Date of retirement	
4.	a) Register number	
	b) Date of registration	
	c) Rate of remittance	
	d) Date of first remittance	
	e) Date of remittance	
	f) Total amount remitted	
	g) Whether the membership has ever been revived, if so details	
	h) Details of revival	
5.	Purpose of advance (new construction/ Maintenance/Purchase of land with building.	
6.	Whether the applicant has a house of his own (give details)	
7.	Amount of advance required	
8.	Details of land property	
1.	Panchayat/Town	
2.	Village	
3.	Taluk	
4.	District	
5.	Area	
6.	Survey No.	
7.	Valuation of the property	
9.	Whether the applicant has received any other loan for HRA, give details.	
10.	Estimate for construction/Maintenance of building as per plan.	
11.	Details of the amount raised apart from the loan.	
12.	Whether the applicant has received loan previously from the Board.	

## DECLARATION

I hereby declare that the above statements are true and correct to the best of my knowledge and belief.

Sig. of the applicant\_\_\_\_\_

Name of the applicant \_\_\_\_\_

Place.....

Date.....

	Details of documents to be produced	
1.	Plan and estimate (approved)	
2.	Encumbrance Certificate of 14 years.	
3.	Location Certificate	
4.	Land tax receipt	
5.	Original documents	
6.	Attested copy of ration card (page 2, 4) for maintenance application.	
7.	Ownership of the building (for maintenance only)	
8.	Terminal benefit declaration	
9.	Attested copies of identity card and passbook	
10.	Title clearance certificate	
11.	Age certificate of the building (for maintenance only)	
12.	Valuation certificate of the building (for maintenance only)	
13.	No objection certificate from the authorities for construction.	
14.	Declaration from the applicant that neither he/she/ nor his/her spouse or children own a house (for new construction).	

### MORTGAGE DEED

This deed of Mortgage is executed on this the ..... day of ..... and ..... By shri/ Smt..... Son/ daughter/ wife of ..... aged ..... residing at ..... Village ..... Taluk ..... District and .....Shri/Smt ..... Son/daughter/ Wife ..... of village ..... Taluk ..... District.....

(Thereinafter called the Mortgagor / Mortgagors which expression shall include his / her / their executors, administrators, legal representative and assigns) in favor of the Delhi Building & Other Construction Workers Welfare Board established under The Delhi Building & Other Construction Workers Welfare Act and having its Chief Office at Delhi (thereinafter called 'the Mortgage' which expressions shall include its successors or assigns wherever the context or meaning thereof shall so require or permit).

Whereas the Mortgagor/ Mortgagors has/ have applied to the Mortgagee for a loan of Rs. .... (Rupees ..... only) for the construction of a house on the land, more particularly mentioned and described in the Schedule hereunder written:-

And whereas on the request of the Mortgagor/ Mortgagors, the Mortgagee has agreed to lend an advance in two installments to be mortgagor a loan of Rs. ..../- (Rupees ..... only) subject to the covenants, terms & conditions herein contained and having the repayment thereof, secured in the mannered hereinafter expressed.

#### NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the sum of Rs. .... (Rupees ..... only) now lent and advance / and paid by the Mortgagee to the Mortgagor/ Mortgagors, (the receipt whereof the mortgagor hereby admits and acknowledges) the mortgagor/mortgagors hereby transfers/ transfer by way of simple Mortgage the immovable property, more particularly mentioned and described in the schedule hereunder written together with the building to be constructed thereon and other improvements thereon from time to time to the intent that of the said property and the building and other improvements shall remain and be charged as security for payment to the Mortgagee of the said loan amount interest and cost and the Mortgagee shall have the first charge over the same.
2. The loan amount shall be paid to the Mortgagor/ Mortgagors by the Mortgagee in two installments that the first installments of a sum of Rs. .... (Rupees ..... only) equal to 40% of the loan sanctioned shall be paid to the Mortgagor/Mortgagors for starting construction, that the 2<sup>nd</sup> and final installment of Rs...../- (Rupees .....only) equal to 60% of the loan shall be paid after completing construction of roof and on starting finishing works. The construction of the building shall be completed in all respects utilizing the 2<sup>nd</sup> installment and certificate of completion shall be produced within two months from the receipt of last installment.
3. The installments shall be paid only subject to the availability of funds and the non-payment of amounts due to paucity of funds shall not entitle the Mortgagor/Mortgagors to realize any loss that he/ she/ they/may sustain on that account from the Mortgagee.
4. The Mortgagor/ Mortgagors hereby assures/ assure upto the Mortgagee that he/ she / they is / are the absolute owners of the property mentioned in the schedule hereto and that they are free from any encumbrance or charge of any description, whatsoever or any attachment or restraints on alienation.

5. The Mortgagor/ Mortgagors shall not at any time during the continuance of this security create any Mortgage lien or charge by way of hypothecation, pledge or otherwise create encumbrance of any kind whatsoever in respect of the properties described in the schedule hereto or any part thereof, or let or lease them except with the prior permission in writing of the Chief Executive Officer, Delhi Building and Other Construction Workers Welfare Board until the whole amount with interest are fully repaid.
6. The loan shall bear interest at the rate of .....% per annum or such other higher rate of interest as may be fixed by the Mortgage from time to time.
7. The loan shall be repaid by the Mortgagor/ Mortgagors in monthly installments at the rate as would be fixed and intimated by the Mortgagee. The first installment becoming due on the expiry of 6 months from the date of disbursement of the first installment, subsequent installment shall be paid on or before the 10<sup>th</sup> day of succeeding month for 167 months. Any interest due on the loan amount outstanding on the date of payment of an installment shall be paid along with the installment.
8. At the time of disbursement of the 2<sup>nd</sup> installments, the Mortgagee shall deduct the interest and other expenses due on the 1<sup>st</sup> installment till the date of payment of the 2<sup>nd</sup> installment. If the Mortgagee pays only a part of the loan amount to the Mortgagor due to the non-availability of funds such part of the loan shall be repaid by the Mortgagor in installments at the rate as would be fixed and intimated by the Mortgagee.
9. If the Mortgagor/ Mortgagors dies/ die before the disbursement of the remaining installments of the loan and his/her/there heir/heirs executor/executors refuses/refuse to avail of the remaining installments and also refuses/refuse to complete the construction of the house according to the approved plan and estimates within one year after the date of disbursement of the 1<sup>st</sup> installment of the loan, the whole loan advance with interest shall be liable to be summarily recovered by proceedings against the property movable or immovable of the deceased mortgagor/mortgagors under the provision of the revenue recovery at for the time being enforced and the relevant provisions of the Delhi Building & Other Construction Workers Welfare Rules, as if some were arrears of public revenue due on land or in such other manner as the mortgagee may deem fit. If the heir / heirs executors of the deceased Mortgagor/ Mortgagors does / do not require the balance installments of the loan and are, however willing to complete the Construction at her / his their cost, the amount already paid to the Mortgagor/ Mortgagors out of the sanctioned loans will be treated as the actual amount of the loan sanctioned and recovery shall be effective at the rate of installment prescribed for that amount of loan.
10. The heir/heirs executors of the deceased mortgagor/mortgagors does/do not require the balance installments of the loan and are, however willing to complete the construction at her/his/their cost, the amount already paid to the mortgagor/mortgagors out of the sanctioned loans will be treated as the actual amount of the loan sanctioned and the recovery shall be effective @ installments prescribed for that amount of loan.
11. The Mortgagor/ Mortgagors shall remit the installments in the Banks prescribed by the Mortgagee in the manner specified for this purpose or by the challans prescribed by the Delhi Building & Other Construction Workers Welfare Board.

12. If any installment of principal or interest is not remitted on the due dates, a penal interest at the rate of .....% in addition to the usual rates shall be paid and such amount as are not paid on due dates.
13. The loan amount shall be utilized only for the purpose for which it is sanctioned. Each installment of the loan referred to in Clause II above shall be utilized within the time limit prescribed. In case the Mortgagor/ Mortgagors fails/ fail to claim the subsequent installment within three months from the drawal of the previous installment such previous installment shall be treated as the last installment unless the time is extended by the mortgagee and recovery shall commence as provided in the terms and conditions prescribed for the grant of the loan.
14. If the Mortgagor/ Mortgagors fails/ fail to utilize any installment of loan within the maximum period admissible and does not apply for subsequent installment of loan as provided in the conditions, the entire amount already disbursed shall be recoverable from him/ her/ them with interest in lump sum.
  - a.If the Mortgagor/Mortgagors is/are found to have failed in utilizing the amount for the construction of house as specified in the mortgage deed within the prescribed period, the mortgagee is entitled to realize the entire loan amount plus other charges with interest in a lump after the issuance of a registered notice directing to pay the amount within a period of 30 days.
    - i. If the Mortgagor/Mortgagors repay the amount due in lump sum within the stipulated period the mortgage deed shall be released.
    - ii. If the Mortgagor/Mortgagors fails/fail to repay the amount due within the period of 60 days as stipulated above the mortgagee will have the right to take step to realize the entire dues to the Board in lump. In addition to that a penalty not exceeding .....% of the loan amount actually received by the loanee or Rs. .... (Rupees ....) whichever is higher shall also be realized from the mortgagor/ mortgagors.
15. In the event of any information furnished in the application being found false or materially incorrect, the mortgagee shall be cancel the loan and recover the entire amount outstanding in lump with interest accrued thereon by selling the mortgaged property besides taking such legal action against the borrower as may be considered desirable.
16. The Mortgagor/Mortgagors shall nor alter or modify the building constructed in accordance with the plan approved by the Mortgagee so as to diminish the value of the property or construct any other building in the property, offered as security full the entire amount with interest are repaid.
17. In case of the Mortgagor/Mortgagors at any time make default in the payment of two consecutive installments or commit breach of all or any of the terms and conditions contained herein the balance of the principal of sum which shall for the time being remain unpaid together with interest accrued thereon and all sums found due to the Mortgagee under or by virtue of these presents shall forthwith become payable in a lump at once and in case of default of payment of the whole sum immediately the Mortgagee shall have power without the intervention of any court to take possession of the Mortgaged property and to sell the same. The balance of the sale proceeds after adjusting all amounts due to the Mortgagee will be disbursed to the Mortgagor. The Mortgagee shall also have all the powers vested in the Mortgagee under the provision of the Transfer of Property Act, 1882.

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18. Without prejudice to any or all of the other rights and remedies of the mortgagee all sums found due to the Mortgagee under or by virtue of these presents shall be recovered from the Mortgagor/Mortgagors and his/her/their properties, movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of Public Revenue due on land and in accordance with the relevant provisions of the Delhi Building & Other Construction Workers Act in any other manner as the Mortgagee may deem fit.
19. The Mortgagor/Mortgagors shall be bound by the terms of the application form and conditions attached thereto which shall form part of this deed as if they are incorporated on this deed.
20. This Mortgage has been fully explained to the Mortgagor/Mortgagors and the Mortgagor/Mortgagors has/have executed these presents fully understanding the implicating thereof and all his/her/their obligations thereunder and after receiving such advice.

The Schedule above Referred to  
(here enter details of all land & building)

In witness whereof Sh. \_\_\_\_\_, the Mortgagor(s) here to set his/her/their hands the day and year first above, written and signed by Sh./Smt. \_\_\_\_\_ in the presence of witness:

Sl. No.	Name	Father's/Husband's Name	Address	Signatures.
1.				
2.				

Signed by Sh./Smt. \_\_\_\_\_ in the presence of witnesses:

Sl. No.	Name	Father's/Husband's Name	Address	Signatures.
3.				
4.				

**Stage Certificate for Release of Second Installments of Advance Sanctioned by the Delhi Building & Others Construction Workers Welfare Board under Housing Loan Scheme.**

Beneficiary		
1.	Regn. No.	
2.	Name	
3.	Address	
4.	Signature	
Property		
	District	
	Taluk	
	Village	
	Sy. No.	

The construction of building in the property detailed above by the beneficiary specified above has reached/completion of foundation basement and on completion work upto lintel leve/completion of the lintel work/completion of the linter work and 50% of the work of the roof and stores the materials for the work of shutters/ completion of the roof work and has been completed 40% of the finished work as per the plan and the beneficiary is eligible for the second installments of the loan sanctioned by the Delhi Building & Other Construction Workers Welfare Board.

Certified that the work valued at Rs. \_\_\_\_\_ has been carried out by the beneficiary as on \_\_\_\_\_

Signature of District, Executive  
Officer/T.E.O. or any Authorized  
Officer with name & designation  
Name of office.

Place.....

Date .....

**List of Additional Information to be furnished along with application form No. XXIX for Advance for purchase or construction of house under Rule 274 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No	Item	Information to be furnished			
1.	Name & Address of the beneficiary as per registration record				
2.	Registration Number & Date				
3.	District where registered				
4.	Gender of regd. member				
5.	If male, name of wife with present address				
6.	If female, name of husband with present address				
7.	Name, present address & date of birth of nominees/dependents				
	Sl. No	Name	Present address	date of birth	relationship with the member
	i)				
	ii)				
	iii)				
8.	Date of birth of the applicant/ member				
9.	Date/month from which the member has completed 1 years of membership				
10.	Date/month from which the member is remitting contribution regularly				
11.	Authority/ person from whom the land/ house has been purchased (with address)				
12.	Address/location of the plot/house to be purchased or purchased				
13.	Amount of advance/loan required				
14.	Nature of work & address of place of work/employer				
15.	Monthly gross income				
16.	Monthly net income				
17.	No. of equal installment proposed to be recovered				
18.	Name & address of surety				
19.	Age & Date of birth of surety				
20.	Monthly net income of the surety				
21.	Occupation of the surety				
22.	Details of financial status/ properties of the surety				
23.	Undertaking/declaration that: i) the advance will not be used for the purpose other than purchase or construction of house. ii) the advance will be refunded immediately if not used for the purpose it has been sanctioned. iii) Completion certificate shall be submitted to the Secretary of the Board within the 6 months from the date of drawal of advance.				

Signatures of Applicant:

Name of Applicant/Beneficiary: \_\_\_\_\_

Mobile/Telephone No. \_\_\_\_\_

Date: \_\_\_\_\_



**List of documents to be furnished along with application form No. XXIX for advance for purchase or construction of house under Rule 274 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No.	Name of Documents	Remarks
1.	Application form no. XXIX	
2.	Attested copy of registration passbook.	
3.	Attested copy of Identity proof of the applicant/ beneficiary (voter I-D card/office I-card/ration card with photo/bank passbook with photo/driving license/UID card).	
4.	Attested copy of address proof of the applicant/ beneficiary (voter I-D card/office I-card/ration card/bank passbook/ driving license/UID card/electricity bill/ telephone bill).	
5.	Attested copy of proof of date of birth of the beneficiary.	
6.	Cancelled/Photocopy of bank cheque (with account number, IFSC number, MICR number and name and branch of bank for making payment through ESC/RTGS).	
7.	If the present address differs with the address given in the passbook then reason and attested copy of proof for the change are to be furnished	
8.	One passport size photo of the applicant/ beneficiary to be attached with the additional information form.	
9.	Proof of property owned by the member, if any	
10.	Any other documents in support of the loan application regarding proof of property & bank balance & about sureties etc.	
11.	Employment Certificate & details of service duly signed by the employer under proper stamp.	
12.	Monthly income certificate duly signed by the employer under proper stamp	
13.	Undertaking for recovery from pay by the member in prescribed form	
14.	Undertaking/Certificate from surety(s).	
15.	Plan and estimate (approved)	
16.	Encumbrance Certificate of 14 years.	
17.	Location Certificate	
18.	Land tax receipt	
19.	Original documents	
20.	Attested copy of ration card (page 2, 4) for maintenance application.	
21.	Ownership of the building (for maintenance only)	
22.	Terminal benefit declaration	
23.	Attested copies of identity card and passbook	
24.	Title clearance certificate	
25.	Age certificate of the building (for maintenance only)	
26.	Valuation certificate of the building (for maintenance only)	
27.	No objection certificate from the authorities for construction.	
28.	Declaration from the applicant that neither he/she/ nor his/her spouse or children own a house (for new construction).	
29.	Mortgage dead	

**Check list for sanctioning advance for purchase or construction of house under Rule 274 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No.	Name of Documents/Items	Yes	No	If yes, Sl. No.	If yes, pg. no.
<b>Part-I</b>					
	<b>Details of application</b>				
1.	Whether application in prescribed form no. XXIX received				
2.	Date of application				
3.	Diary no. of the application				
<b>Part-II</b>					
1.	Name of registered beneficiary/member				
2.	Registration number				
3.	Date of registration				
4.	Whether permanent address as per application form and registration record are the same.				
5.	Date of payment of 1 <sup>st</sup> subscription and amount.				
6.	Date of payment of last subscription and amount.				
7.	Total subscription deposited till date				
8.	Duration of membership			_____ year _____ month _____ days	
9.	Whether membership is live				
10.	Date on which completed 1 year of membership				
11.	Date from which continuously remitting contribution of membership				
12.	If male, name of wife with present address				
13.	If female, name of husband with present address				
14.	Date of birth of the beneficiary/member				
15.	Authority/person from whom the land/ house has been purchased (with address)				
16.	Address/location of the plot/house to be purchased or purchased				
17.	Amount of advance/loan required				
18.	Nature of work & address of place of work/employer				
19.	Monthly gross income				
20.	Monthly net income				
21.	No. of equal installment proposed to be recovered				
22.	Name & address of surety				
23.	Age & Date of birth of surety				
24.	Monthly net income of the surety				
25.	Occupation of the surety				
26.	Details of financial status/ properties of the surety				

**Check list for sanctioning advance for purchase or construction of house under Rule 274 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No.	Name of Documents/Items	Yes	No	If yes, Sl. No.	If yes, pg. no.
27.					
28.	No. of nominees/dependents:-				
	Sl. No.	Name	Present address	date of birth	relationship with deceased the member
	i)				
	ii)				
	iii)				
<b>Part-III</b>					
1.	Whether attested copy of registration passbook has been received				
2.	Whether attested copy of Identity proof has been received & nature of proof				
3.	Whether attested copy of address proof of the applicant/beneficiary has been received & nature of proof				
4.	Whether copy of age proof/ date of birth of the beneficiary has been received				
5.	Whether reasons & attested copy of proof for change of address have been received/ submitted, in case the present address differs with the address given in the registration record.				
6.	Whether 1 passport size photo of the applicant (to be attached with the additional information form) have been received.				
7.	Whether cancelled/photocopy of bank cheque (with account number, IFSC number, MICR number and name and branch of bank for making payment through ESC/RTGS) received. If yes, bank details:-				
	Name & Address of Bank		Bank Account No.	Nature of Account	ICMR Code ISFC Code
8.	Whether proof of property owned by the member, if any, has been received				
9.	Whether any other documents in support of the loan/ advance application regarding proof of property & bank balance & about sureties etc. has been submitted is so, details may be mentioned.				

**Check list for sanctioning advance for purchase or construction of house under Rule 274 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No.	Name of Documents/Items	Yes	No	If yes, Sl. No.	If yes, pg. no.
10.	Whether employment certificate & details of service duly signed by the employer under proper stamp has been submitted.				
11.	Whether undertaking for recovery from pay by the member in prescribed form has been submitted.				
12.	Whether undertaking/certificate from surety(s) has been submitted.				
13.	Employment Certificate & details of service duly signed by the employer under proper stamp.				
14.	Whether Monthly income certificate duly signed by the employer under proper stamp has been received				
15.	Whether undertaking for recovery from pay by the member in prescribed form has been received				
16.	Whether mortgage deed has been executed				
17.	Whether Undertaking/Certificate from surety(s) has been received				
18.	Whether the following documents have been received				
i.	Plan and estimate (approved)				
ii.	Encumbrance Certificate of 14 years.				
iii.	Location Certificate				
iv.	Land tax receipt				
v.	Original documents				
vi.	Attested copy of ration card (page 2, 4) for maintenance application.				
vii.	Ownership of the building (for maintenance only)				
viii.	Terminal benefit declaration				
ix.	Attested copies of identity card and passbook				
x.	Title clearance certificate				
xi.	Age certificate of the building (for maintenance only)				
xii.	Valuation certificate of the building (for maintenance only)				
xiii.	No objection certificate from the authorities for construction.				
xiv.	Declaration from the applicant that neither he/she/ nor his/her spouse or children own a house (for new construction).				

**Check list for sanctioning loan for purchase of tools under Rule 276 of Delhi Building & Other Construction Workers (Regulation of Employment and Conditions of Service) Rule, 2002.**

Sl. No.	Name of Documents/Items	Yes	No	If, yes Sl. No.	If yes, Pg. No.
19.	Whether the conditions laid down under Section 14(1) & (2) of the B&OCW (Regulation of Employment & Conditions of Service) Act,1996 are fulfilled.				
20.	Whether membership as per Section 17 of the B&OCW (Regulation of Employment & Conditions of Service) Act, 1996 exist.				
21.	Whether the condition laid down under Rule 285(2) of B&OCW (Regulation of Employment & Conditions of Service) Rules,2002 are fulfilled.				
22.	Whether enquiry report received				
23.	Whether recommendations of officer concerned are available				
24.	Whether the claim/payment has been entered in the register maintained for this purpose (if yes, Pg. no. & Sl. no. of the register may be mentioned)				
	Prepared by Name  Signatures	Checked by Name  Sig.	Signatures of LO or ALC or DLC or JLC  Sig. Designation		

**Part-IV- to be filled by the office of the Sanctioning/Paying Authority**

1.	Amount of advance for purchase or construction of house admissible.		
2.	Officer/Authority competent to sanction the advance.		
3.	Amount of advance recommended		Rs.
4.	Amount of advance for purchase or construction of house sanctioned		Rs.
5.	Condition if any	i) the advance will not be used for the purpose other than purchase or construction of house. ii) the advance will be refunded immediately if not used for the purpose it has been sanctioned. iii) Completion certificate shall be submitted to the Secretary of the Board within the 6 months from the date of drawal of advance. iv) As soon as the house is purchase or completion certificate is received, the mortgage dead will be executed.	
6.	No. of monthly equal installments in which to be recovered.		
7.	Amount of monthly installments	Rs.	
8.	Month from which the recovery will take effect (if the recovery is to be made from the salary of March, then the recovery will be made in April).		
9.	Name, designation & Sig. of Recommending Officer/ Authority		
10.	Name, designation & Sig. of Sanctioning Authority		
11.	Seal of the Department.		
12.	Sanction number	Date	Name & Address of bank who has to disburse the loan amount.

Name, designation & sig. of disbursing officer

With stamp

Contd..Pg.5

**Receipt**  
**(Sanction order for payment of advance for purchase or construction of house)**

Signature of applicant \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Tel. No. \_\_\_\_\_

Mobile No. \_\_\_\_\_

Note: Write "N.A." if any information/column of part-I to IV of the check list is not applicable.