

**FORM OF AGREEMENT TO BE EXECUTED AT THE TIME OF DRAWING AN  
ADVANCE BY AN UNIVERSITY EMPLOYEES FOR PURCHASE OF A READY-  
BUILT HOUSE, WHERE THE TITLE IS ABSOLUTE**

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

AN AGREEMENT MADE THIS \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, BETWEEN  
Mr./Ms. \_\_\_\_\_ S/o,W/o,D/o \_\_\_\_\_ at present serving as \_\_\_\_\_ in  
\_\_\_\_\_ (hereinafter called 'the Borrower', which  
expression shall unless excluded by or repugnant to the subject or context included his heirs,  
executors, administrators and legal representatives) of the one part and the Registrar, (hereinafter  
called 'the University of Delhi' 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 a ready-built house at \_\_\_\_\_ described in  
the schedule hereto annexed and WHEREAS the Borrower has under the provision of the Rules  
framed by the University to regulate the grant of advances to University employees for building, etc.,  
of houses (hereinafter referred to as the "said rules", which expression shall, where the context so  
admits, include any amendment thereof or addition for the time being in force) applied to the  
University for an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to purchase a ready-built house  
as aforesaid and the University has sanctioned an advance of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) to the Borrower, vide the Office Letter No.HBA/ \_\_\_\_\_ dated  
\_\_\_\_\_, a copy of which is annexed to these presents for the purpose aforesaid on the terms  
and conditions set forth therein NOW IT IS HEREBY AGREED by and between the parties hereto as  
follows :-

1. (a) To repay to the University the said amount of Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) with interest calculated in accordance with the said rules for  
the time being in force by \_\_\_\_\_ monthly instalment @ Rs. \_\_\_\_\_ p.m. from \_\_\_\_\_, Two  
thousand \_\_\_\_\_ and balance amount of Rs. \_\_\_\_\_ to be recovered from DCRG  
admissible at the time of retirement or from the month following the completion of the house,  
whichever is earlier and the Borrower hereby authorizes the University to make such deductions from  
his monthly pay, leave salary and subsistence allowance bills,

(b) Within three months from the date of the receipt of the aforesaid advance of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to expend the aforesaid amount in the  
purchase of the said ready-built house and mortgage it to the University failing which the Borrower  
shall refund forthwith to the University the entire amount of advance received by him together with  
interest thereon unless an extension of time is granted by the University.

(c) Within three months of taking possession of the ready-built flat under the Self-Financing  
Housing Scheme of the \_\_\_\_\_ mortgage it to the University failing which the Borrower shall  
refund forthwith to the University and entire amount received by him together with interest thereon  
unless an extension of time is granted by the University.

2. If the actual amount paid by the Borrower for the purchase of the ready-built house is less  
than the amount received under these presents by the Borrower, to repay the difference to the  
University forthwith.

3. To execute a document mortgaging the said house/land along with the house to be built  
thereon to the University 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.

Signature of Borrower

ATTESTED

(Contd.....P/2.)

4. If the house is not purchased and mortgaged within three months of the drawal of the advance or within further time as the University/Head of the Department may allow in the behalf, as hereinbefore agreed, or if the Borrower becomes insolvent or quits the service of the University or dies, the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the University.

5. The University shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of his retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to him.

6. Without prejudice to any other right of the University in that behalf, if any amount becomes refundable or payable by the borrower to the University, the University will be entitled to recover the same as arrears of land revenue.

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

**SCHEDULE ABOVE REFERRED TO**

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and  
Mr./Ms./Mrs. \_\_\_\_\_ S/o,D/o,W/o, \_\_\_\_\_  
Designation \_\_\_\_\_ Deptt./College/Office \_\_\_\_\_  
\_\_\_\_\_, for and on behalf of the  
Registrar, University of Delhi, Delhi, has hereunto set his hand.

**(Signature of the Borrower)**

In the presence of :

**1<sup>st</sup> Witness :** \_\_\_\_\_  
(Name & Designation) (Signature)

Office Address \_\_\_\_\_

**2<sup>nd</sup> Witness :** \_\_\_\_\_  
(Name & Designation) (Signature)

Office Address \_\_\_\_\_

Signed by :

Mr./Ms./Mrs. ( \_\_\_\_\_ ) Assistant Registrar (HBA), in the University /  
Finance Branch, for and on behalf of the Registrar, University of Delhi, Delhi-7.