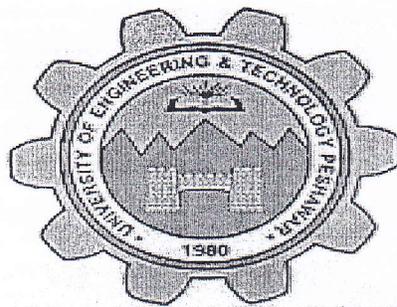


**UNIVERSITY OF ENGINEERING & TECHNOLOGY,  
PESHAWAR**

**LOAN RULES FOR THE CONSTRUCTION OF HOUSE/  
PURCHASE OF PLOT/HOUSE AND VEHICLE  
(As amended from time to time)**



*Approved by the Syndicate in its meetings held on 20.3.1982  
and amended upto 2014.*

Price Rs.200/-

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# UNIVERSITY OF ENGINEERING & TECHNOLOGY, PESHAWAR

## LOAN RULES FOR CONSTRUCTION OF HOUSE AND PURCHASE OF PLOT OR HOUSE/VEHICLE

### Chapter-I

### INTRODUCTION

#### 1.1 Shot Title

1.1.1 These rules shall be called the “University of Engineering and Technology Loan Rules 1982” governing grant of loans for the construction of house and purchase of plot/ house/vehicle.

1.1.2 They shall come into force with immediate effect.

#### 1.2 Definitions

Unless there be something repugnant in the subject or context, the following terms as used in the rules shall have the meanings or sense hereby assigned to them:

1.2.1 ‘University’ means the University of Engineering & Technology, Peshawar.

1.2.2 ‘Syndicate’ means the Syndicate of University of Engineering & Technology, Peshawar.

1.2.3 ‘Vice Chancellor’ means the Vice Chancellor of University of Engineering & Technology, Peshawar.

1.2.4 ‘Dean’ means Dean of University of Engineering & Technology, Peshawar.

1.2.5 ‘Registrar’ means the Registrar of University of Engineering & Technology, Peshawar.

1.2.6 ‘Director Finance’ means the Director Finance of University of Engineering & Technology, Peshawar.

1.2.7 ‘Employees’ means all University employees in the regular service of the University in B-1 and above.

1.2.8 ‘Board’ means the Board so constituted by the Syndicate and authorized to grant loan(s) to University employee(s) either for the construction of house, or purchase of plot/house/conveyance as elaborated in these rules.

1.2.9 All other expressions used herein shall have the same meanings as assigned to them in the University of Engineering & Technology Act 1980 as amended from time to time.

1.3 Constitution of the Board

1.3.1 As defined in 1.2.8 above, there shall be a Board which shall have the authority to approve loans to eligible University employees in accordance with these rules. The Board shall consist of the following:

i.	Vice Chancellor	Chairman
ii.	Dean (Being member of the Syndicate)	Member
iii.	Registrar (Ex-Officio)	Member
iv.	One nominee of the Syndicate	Member
v.	One nominee of the Finance & Planning Committee	Member
vi.	Director Finance (Ex-Officio)	Member-Secretary

1.3.2 The nominating bodies the Syndicate and Finance & Planning Committee shall nominate their members on the Board in session.

1.3.3 The nominated member shall be appointed/ nominated on the Board for a period of 3 years or till the duration of their membership on the nominating body whichever is earlier.

1.3.4 The Quorum for the Board meeting shall be four including the Chairman/Vice Chancellor.

1.3.5 In case of tie on an issue in the meeting the Chairman shall have a casting vote in addition to his own vote.

## Chapter-II

### GRANT OF LOAN FOR THE CONSTRUCTION OF HOUSE/PURCHASE OF PLOT/HOUSE

#### 2.1 Scope & Commencement

These rules shall regulate the grant of loan(s) for the construction of house/purchase of plot/house and shall apply to all those University employees who have rendered at least three years service in permanent capacity.

#### 2.2 Authority to approve loans

The Board shall have the authority to approve the grant of loan as laid down in these rules.

#### 2.3 Loan for the Construction of House/Purchase of Plot/House:

2.3.1 The Board shall approve the grant of loan to a University employee for the construction of house/purchase of plot/house, for occupation by himself or by his family any-where in Pakistan.

2.3.2 The amount of loan shall be decided by the Board keeping in view the financial position and availability of funds but no loan shall exceed 36 months basic pay of the applicant.

2.3.3 The loan in case of construction of house shall be drawn in one installment on prior execution of mortgage deed of the property concerned. However, in case of purchase of plot, the loan shall be disbursed in two equal installments. The 1<sup>st</sup> installment will be released on the receipt of an application after the loan's approval by the Board whereas the second installment will be released only after prior mortgage of plot and meeting other documentary formalities.

2.3.4 The amount of loan and administrative charges shall be recovered in a period of 10 years in 120 equal installments. The recovery shall commence in the 4<sup>th</sup> month following the drawl of loan.

- 2.3.5 The Debtor shall submit an undertaking/promissory note (Form-II) for a sum equal to the amount of loan plus administrative charges in favor of University of Engineering & Technology, Peshawar on judicial stamp paper of proper denomination duly signed by the loanee as security bond.
- 2.3.6 The Debtor shall duly mortgage the land in Form-III/III-A and all structure thereon, in the name of University of Engineering & Technology, Peshawar with the Registrar as second security against the loan. Non-Encumbrance Certificate regarding the property so mortgaged shall also be produced to the University. Lands purchased in tribal/non bandobasti areas shall be pledged/mortgaged through the political authority in Form-III-A. The expenses incurred on the execution of mortgage and non-encumbrance certificate etc. shall borne by the loanee.
- 2.3.7 If a University employee in receipt of loan for a house does not pay the ground rent, Municipal Taxes, Insurance Premia and similar dues, connected to the property these dues together with the administrative charges, if any, shall be recovered from his pay for onward payment to the quarter concerned.
- 2.3.8 The Debtor shall be allowed by the Board on request to dispose off the house/plot subject to the retirement of the loan and all other charges due from him.
- 2.3.9 If the loan is not utilized by the employee within four months of the drawl without any cogent reason, the same shall have to be refunded immediately along-with administrative charges. She/he may apply for a fresh loan for the said purpose but his seniority will be counted from the date of adjustment of the said loan i.e the date on which the loan is fully refunded by the employee.
- 2.3.10 The Title deed of any other documents relating to site on which the house is intended to be built shall have to be deposited with the University which will be returned to the loanee upon full repayment of the loans etc. (Form-IV).

2.4 Loan to Employees Near Retirement:

2.4.1 Unless in special circumstances, no loan shall be granted to an employee unless it can be repaid in normal monthly installments before the date of superannuation.

2.4.2 In case a loan is sanctioned as a special case by the Board/Vice-Chancellor to an employee nearing retirement, the installments for repayment shall be so fixed as to affect full recovery before the date of retirement.

2.5 Procedure for Dealing with Applications:

2.5.1 An application for loan shall be made to the Head of the Department/Section under whom the applicant is serving.

2.5.2 The Head of the Department/Section shall ensure that the applicant fulfills all the conditions of eligibility for loan.

2.5.3 The Head of the Department/Section shall forward the application to the Director Finance for placing it before the Board/Competent Authority.

2.6 Grant of Second Loan for Construction of House only:

A second loan only for the construction of house shall be granted to University employees subject to the following:

2.6.1 That the applicant is already holding a plot in the Government approved Housing Scheme/Hill Station/Resorts for which ownership documents will be submitted at the time of application.

2.6.2 That there is no fresh applicant from his category under consideration with the Board.

2.6.3 That the applicant for the second loan has fully refunded any previous such loan in the prescribed period of time.

2.6.4 That no second loan shall be given for the purchase of plot.

2.6.5 That the seniority for the second loan shall be counted from the date of retirement of previous loan.

## Chapter-III

### GRANT OF LOAN FOR THE PURCHASE OF VEHICLE

(Motor Car, Jeep, Motor Cycle, Scooter, Cycle)

#### 3.1 Application and Eligibility:-

The rules governing eligibility for the grant of loan for the purchase of vehicle shall apply to a University employee who:

3.1.1 hold a permanent post and has served for at least three years in a substantive capacity.

3.1.2 intends to buy the vehicle for personal or family use:

#### 3.2 Authority to approve loans:

The Board shall approve the grant of loan for the Purchase of Vehicles.

#### 3.3 Loan for Purchase of Car:

Loan shall be sanctioned to a University employee for the purchase of Motor Car etc. provided that:

3.3.1 The Pay of University employee serving in B-16 and above is not less than Rs.4,500/- p.m (Note: Forms mentioned in these rules are appended)

3.3.2 The total amount of the loan shall not exceed Rupees one lac or 24 months pay whichever is less.

3.3.3 No loan shall be given to an employee for a period of 04 years after the drawl of loan who refunds his previous loan un-utilized.

3.3.4 The University employee shall purchase the vehicle within two months from the date of approval of loan unless the authority extends the period of utilization of loan for special reason(s).

3.3.5 Immediately on completion of purchase, the loanee shall hypothecate the vehicle to the University. On receiving the documents of registration and mortgage, the University shall release the entire amount of loan in favor of the loanee (Form-V). The mortgage deed shall be kept in the safe custody of the Registrar in a Personal file of the loanee after due scrutiny. The deed shall be canceled and returned to the University employee on repayment of the loan.

3.3.6 The loan shall be recovered from the pay of the University employee in 48 equal installments starting from the first month of drawl of loan. If the University employee is due for retirement within four years of the date of drawl of loan, then the amount of installments shall be fixed in a manner that the loan together with the administrative charges accrued thereon is recovered before the date of retirement.

3.4 Sale of Vehicle before full repayment of loan:

No Debtor shall sell his/her Car before repayment of the loan etc except with prior permission of the Vice Chancellor and on repayment of full loan and administrative charges. In case of default, administrative charges at the rate of 15% pm shall be charges from the defaulter from the date of such irregular sale of the car on the outstanding amount.

3.5 Loan for purchase of Motor Cycle/Scooter:

A loan for the purchase of a Motor Cycle/Scooter shall be granted mutatis-mutandis to University employees serving in B-5 and above subject to the conditions laid down in rule 3.4 except clauses thereof and further to the condition that the amount of loan shall not exceed Rs.35,000/- or 14 months pay which-ever is less.

3.6 Loan for Purchase of Cycle:

A loan may be granted to a University employee for the purchase of cycle subject to the following conditions:

- 3.6.1 The amount of loan shall not exceed Rs.2,500/- or the purchase price of the cycle whichever is less.
- 3.6.2 The loan shall be recovered from the pay of University employee in 24 equal installments commencing from the drawl of first pay after the loan. Recovery shall, however, be made in lesser installments, on request from University employee so permitted by the Board/Vice Chancellor. The amount of administrative charges shall be recovered in the manner laid down in Rule-3.4.
- 3.6.3 The cycle purchased shall be deemed to be the property of the University until such time as the loan has fully been repaid.

3.7 Application for Loan:

- 3.7.1 Application for the loan shall be submitted to the Director Finance through the Head of Department/Section.
- 3.7.2 The head of the Department/Section shall forward the application to the Director Finance, who shall record, a report about the availability of funds and place it to the Board for consideration.

## Chapter-IV

### BUDGETARY ALLOCATION

- 4.1 The Budgetary allocation for loan during any year shall be distributed and categorized as under:

	<u>Basic Pay Scale</u>	<u>Category</u>	<u>Share of Allocation</u>
4.1.1	1 to 16	I	1/3 <sup>rd</sup> of the total amount allocated.
4.1.2	17 and above	II	2/3 <sup>rd</sup> of the total amount allocated.

- 4.1.3 In case the number of applications in a category exceeds the allocated amount, the loan shall be granted to the applications on the basis of their seniority in the University service (Date of first appointment in the University) provided that:-

- a. In case of individuals promoted to the IInd category, the Services/seniority of such applicants already rendered in the 1<sup>st</sup> category shall be given weightage in the following manner:-

Service in B-1 to 15 shall be multiplied by  $1/3 +$  length of service in BPS-16 multiplied by  $1/2$  and shall be added to the total service rendered in category two for the purpose of seniority for grant of loan.

- b. When the category of an employee by virtue of moveover/selection grade/promotion from pay scale B—16 to the 1<sup>st</sup> category changes to pay scale B-17 in the IInd category then the individual/applicant shall have the right to retain his eligibility in the 1<sup>st</sup> category and at the same time opt for being placed in the second category from the date of move-over. In case of promotion/selection formula (a) will be applicable.

c. In case of employees inducted/transferred from other sister Universities/Government Departments, the applicant shall not have the right to seniority by dint of service rendered in his/her previous Institutions/Government Departments. Employees granted service protections by the Syndicate are exempted.

4.1.4 In Case excess funds are available under any one of above categories, the same shall be allocated to the Deficient category.

4.1.5 After satisfying himself about the genuineness of the case, the Head of the department/Section shall forward the applications with documents to the Director Finance, who shall place it before the Board.

## Chapter-V

### GENERAL RULES

- 5.1 The University Employees, who are found guilty of misconduct and are awarded penalty under the UET, Employees' Efficiency and Discipline Statutes-1996, shall not be considered for the grant of loan, unless they earn three successive satisfactory ACRs. The grant of loan under these rules is a privilege and cannot be claimed as a matter of right by the University employees.
- 5.2 Application for loans may be invited only when sufficient funds are available.
- 5.3 Applications shall be completed in all respect; incomplete applications are likely to be rejected.
- 5.4 Attested copy of the Sale Deed or any other documents in support of the applicant's title to the property.
- 5.5 Attested copy of Mutation, if any, in respect of the property.
- 5.6 Attested copy of Fard Jama Bandi pertaining to the site/plot/property.
- 5.7 Original approved building plan along with letter of approval by Municipal Authorities/Union Council/PDA as the case may be (in case of construction of house only)
- 5.8 Administrative Charges  
One time administrative/service charges @ 5% will be charged on the total amount of loan which will be recoverable in equal installments along with the principal amount. The administrative charges @ 5% will be effective on loans taken in 1994-95 and subsequent.

- 5.9 Loan shall be given only for a single purpose at a time under these rules. No loan for other purpose shall be granted unless full repayment of the previous loan has been made in the stipulated period.

Note:

- (a) The Original copies of the specified documents together with the MORTGAGE DEED shall be deposited with the University within the stipulated period for release of loan.
  
- (b) Attested copies of the REGISTRATION DOCUMENTS etc. of the Vehicle together with the original copy of MORTGAGE DEED shall be deposited with the University within the stipulated period for release of loan.

## Chapter-VI

### WAIVING OFF THE OUTSTANDING LOAN AGAINST THE DECEASED EMPLOYEE

6. Waiving off recovery of outstanding balances of loans and advances to University Employees.

6.1 Any University Employee(s) who die while in service with effect from 17.1.2013, the outstanding advance would stand waived off as notified vide Notification No.42/23/1/Estt-I/Vol-XIII dated 18/01/2013, wherein the contents regarding House Building Advance are as under as assistance package in addition to other benefits admissible to the families of University employees:-

“In case of advance against salaries, the unpaid balance to be waived”

**UNIVERSITY OF ENGINEERING & TECHNOLOGY, PESHAWAR**

Form No. I/ Sr. No.

The Director Finance  
University of Engineering & Technology,  
Peshawar.

**Subject:** Application for Grant of Loan for \_\_\_\_\_

Sir,

I intend to construct a house/purchase of plot/vehicle (Please tick one), Kindly advance me a loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) for the said purpose under the University of Engineering & Technology, Peshawar Construction of House/Purchase of Plot/House and Vehicle Rules, 1982. I shall fulfill and abide by all the requirements as laid down in the above quoted rules.

My particulars are as given below:-

Yours Sincerely,

\_\_\_\_\_  
(Name & Signature)

**PARTICULARS OF THE APPLICANT**

1. Name \_\_\_\_\_
2. Father Name \_\_\_\_\_
3. Basic Pay Scale \_\_\_\_\_ Basic Pay Rs. \_\_\_\_\_
4. Designation \_\_\_\_\_ Department/Section \_\_\_\_\_
5. Date of Appointment \_\_\_\_\_
6. Date of Birth \_\_\_\_\_
7. Length of Confirmed Service \_\_\_\_\_
8. Age \_\_\_\_\_
9. CNIC No. \_\_\_\_\_

10. Permanent Home Address \_\_\_\_\_

11. Plot Number (In case of Construction of House) \_\_\_\_\_

12. Location \_\_\_\_\_

13. Khasra No. \_\_\_\_\_

14. Extent of the right/share of the applicant in the site/plot supported by purchase of Vehicle/Motor, Cycle/Scooter, description of such Vehicle \_\_\_\_\_.

15. Documents to be attached with the application:-

- (a) Attested copy of the Sale Deed and any other documents in support of the applicants' title of the property.
- (b) Attested copy of Mutation, if an, in respect of the property.
- (c) Attested copy of Fard Jama Bandi pertaining to the site/plot/property
- (d) Original approved building plan alongwith letter of approval by Municipal Authorities/union Council/PDA as the case may be (in case of construction of house only)

Note:

- (a) The Original copies of the above together with the MORTGAGE DEED for property shall be deposited with the University within the stipulated period for release of loan.
- (b) Attested copies of the REGISTRATION DOCUMENTS etc. of the Vehicles together with the original copy of the MORTGAGE DEED shall be deposited with the University within the stipulated period for release of loan.

Dated \_\_\_\_\_/2013

Name \_\_\_\_\_

Designation \_\_\_\_\_

Department/Section \_\_\_\_\_

Forwarded to the Director Finance with the remarks that the request of applicant is genuine and the particulars/information furnished by the applicant are correct to the best of my knowledge and belief.

\_\_\_\_\_  
(Head of the Department/Section)

FOR OFFICE USE ONLY

1. Amount of Previous loan granted Rs. \_\_\_\_\_
2. Date of Loan \_\_\_\_\_
3. Purpose of Loan \_\_\_\_\_
4. Date of Recovery of previous loan in normal period \_\_\_\_\_
5. Recovery made in normal period or in lump sum deposited by the loanee  
(Receipt No. \_\_\_\_\_ & Date \_\_\_\_\_)

Supdt. (B&F)

Dealing Assistant

COUNTERSIGNED

FORM-II

(REFERRED TO RULE 2.3.5 OF THE LOAN RULES)

PROMISSORY NOTE

(To be used in case of individuals, joint account,  
Sole proprietary concern and partnership firm)

I, \_\_\_\_\_ S/o \_\_\_\_\_, working  
as \_\_\_\_\_ in the Section/Department of \_\_\_\_\_  
hereby promise that on the demand I shall pay to University of Engineering & Technology,  
Peshawar the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ )

Signature

Name \_\_\_\_\_

Designation \_\_\_\_\_

BPS \_\_\_\_\_

Deptt/Section \_\_\_\_\_

Countersignature

(Head of Department/Section)

FORM-III  
Referred to Rule-2.3.6  
MORTGAGE FOR HOUSE BUILDING LOAN

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ Two thousand and \_\_\_\_\_  
BETWEEN \_\_\_\_\_ of \_\_\_\_\_ employed in the University as  
\_\_\_\_\_ (hereinafter referred to as the mortgagor which term shall where the context  
to admit include his heirs, executors administration and assigns) of the one part and the  
University of Engineering & Technology, Peshawar through the Registrar (hereinafter  
referred to as the mortgagee which term shall where the context to admit include his  
successors and assigns) of the other part.

WHEREAS the mortgagor is absolutely seized and possessed or otherwise well  
entitled to the land hereditament and premises hereinafter described and expressed to be  
hereby conveyed, transferred and assured (hereinafter referred to as the said hereditament).

AND WHEREAS the mortgagor has applied to the mortgagee for an loan/advance of  
the sum of Rs. \_\_\_\_\_ for the purpose of enabling him to defray the expenses of  
\_\_\_\_\_ as a suitable residence for his own use, or for the use of his family.

AND WHEREAS under the Provisions contained in the University of Engineering &  
Technology, Peshawar construction of House or Purchase of Vehicle Loan, Rules, 1982  
(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) the mortgagee  
has agreed to advance to the mortgagor the said sum of Rs. \_\_\_\_\_ (payable as follows  
that is to say the sum of Rs. \_\_\_\_\_ or \_\_\_\_\_ on before the execution of these  
presents and the balance (unless and until the power of sale applicable hereto shall have  
become exercisable) equal installments payable quarterly the first of such installments to be  
payable on the \_\_\_\_\_ day of \_\_\_\_\_ NOT THIS INDENTURE WITNESSED that  
in pursuance of the said agreement and in consideration of the sum of Rs. \_\_\_\_\_ paid on  
or before the execution of these presents to the mortgagor by the mortgagee (the receipt  
whereof the mortgagor doth hereby acknowledge) for the purpose of enabling the mortgagor  
to defray the hereinbefore recited expenses the mortgagor hereby covenants with the  
mortgage to repay to the mortgagee the said sum of Rs. \_\_\_\_\_ (and such further sums as

shall hereafter before paid by him to the mortgagor pursuant to the herein before recited agreement in that behalf 2) and administrative charges thereon calculated according to the said Rules on the \_\_\_\_\_ day of \_\_\_\_\_ next 3) and if the loan shall not be repaid on that date will pay administrative charges in accordance with the said rules. AND THIS INDENTURE ALSO WITNESSED that for the consideration aforesaid the mortgagor doth hereby convey transfer and assure unto the mortgagee ALL that piece of land situated in the \_\_\_\_\_ district of \_\_\_\_\_ registration district of \_\_\_\_\_ sub registration district of \_\_\_\_\_ containing \_\_\_\_\_ more or less now in the occupation of the mortgagor and bounded on the north by \_\_\_\_\_ on the south by \_\_\_\_\_ together with the dwelling house and the out-office, stables, cook-rooms and out-buildings now erected or hereafter be erected on the said piece of land together with all rights, easements and appurtenances to the said hereditament or any of them belonging to HOLD THE said hereditament with their appurtenances including all erection and buildings hereafter erected and built on the said piece of land unto and to the use of mortgagee absolutely subject to the provision for ademption herein after contained PROVIDED ALWAYS that if and as soon as the said loan of Rs. \_\_\_\_\_ and of such further sums as may have been paid as aforesaid 4) made upon the security of these presents shall have been repaid and administrative charges thereon calculated according to the said Rules by the deduction of monthly installments of the salary of the mortgagor as in the said Rules mentioned or by any other means whatsoever then and in such case the mortgaged will upon the request and at the cost of the mortgagor re-convey, retransfer or re-assure the said hereditament unto and to the use of the mortgagor or as he may direct AND it is hereby agreed and declared that if there shall be any breach by the mortgagor of the covenants on his part herein contained or if he shall die or quite the service before the said sum of Rs. \_\_\_\_\_ (and any further sum as may have been paid as aforesaid) and administrative charges thereon calculated according to the said Rules shall have been fully paid off then and in any of such cases it shall be lawful for the mortgagee to seal the said hereditament 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 and any contract for sale and to re-sell without being responsible for any loss which may be occasioned thereby AND to do and execute all such acts and assurance for affecting 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 premise 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 money 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 in the next place to apply such money in or towards satisfaction of the money for the time being owing on the security of these presents and then to pay the surplus (if any) to the mortgagor AND IT IS hereby agreed and declared that the said Rules shall be deemed and taken to be part of these presents.

The Mortgagor hereby covenants with the mortgagee that he (the mortgagor) will during the continuance of this security observe and perform all the provisions and conditions of the said Rules on his part to be observed and performed in respect of these presents and the said hereditament.

IN WITNESS where of the mortgagor, hath here unto set his hand the day year first above written.

SIGNED BY the said (Mortgagor) \_\_\_\_\_

In the presence of \_\_\_\_\_

1<sup>st</sup> Witness \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

2<sup>nd</sup> Witness \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Occupation \_\_\_\_\_

(The deed should be registered)

Note: There must be two witnesses to a mortgage.

FORM – III/A  
Referred to Rule-2.3.6  
PARTICULAR OF THE PLOT OF LAND AND BUILDING TO  
BE ALIENATED IN FAVOR OF THE UNIVERSITY OF  
ENGINEERING & TECHNOLOGY, PESHAWAR.

1. DECLARATION

I, \_\_\_\_\_ Son/Daughter of \_\_\_\_\_  
Resident of \_\_\_\_\_ Village \_\_\_\_\_  
Police Station \_\_\_\_\_ Tehsil \_\_\_\_\_ District/Agency \_\_\_\_\_  
and employed in the Department of \_\_\_\_\_, University of  
Engineering & Technology, Peshawar Designation \_\_\_\_\_ declare that I  
exclusively own and possess land measuring \_\_\_\_\_ situated  
at \_\_\_\_\_ Deh/Village \_\_\_\_\_ Tehsil \_\_\_\_\_  
and District/Agency \_\_\_\_\_ bounded on north by  
\_\_\_\_\_.

I undertake to present this land for mortgage to the University of Engineering & Technology, Peshawar as security for the loan to be granted to me by the University for the construction of house/purchase of plot/house.

I hereby further declare that in case of breach of mortgage, deed, or in case of quittance from service, the University may sell the said property or a part thereof and recovered the outstanding amount from the sale proceeds.

The sketch of the land offered in security with boundaries specified is hereby enclosed.

Name \_\_\_\_\_

Designation \_\_\_\_\_

Signature \_\_\_\_\_

2. The above mentioned declaration made by Mr. \_\_\_\_\_ Son of \_\_\_\_\_ Deh/Village \_\_\_\_\_ has been recorded in my presence and I stand as witness to it.

Local Councillor

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Signature \_\_\_\_\_

3. Attestation of Tehsildar Office

Name \_\_\_\_\_  
Area of the land/plot \_\_\_\_\_  
Value of the land/plot \_\_\_\_\_  
To be mortgaged \_\_\_\_\_  
Basis of Valuation \_\_\_\_\_  
Specific opinion of Tehsildar \_\_\_\_\_  
About valuation of land/plot \_\_\_\_\_

The land as per particulars given above which is free from all kinds of encumbrance stands mortgage in favor of University of Engineering & Technology, Peshawar as security and in consideration of the loan Rs. \_\_\_\_\_ to be released by the Director Finance, University of Engineering & Technology, Peshawar.

Dated \_\_\_\_\_

1. Tehsildar \_\_\_\_\_  
2. Signature & Office Stamp \_\_\_\_\_  
1. E.A.C/Assistant Political Agent \_\_\_\_\_  
2. Signature & Office Stamp \_\_\_\_\_

FORM – IV  
Referred to Rule-2.3.11  
REDEMPTION FOR HOUSE BUILDING LOAN

THIS INDENTURE made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ BETWEEN THE University of Engineering & Technology, Peshawar through the Director Finance (hereinafter called the University) of the one part and employee in the University as \_\_\_\_\_ (hereinafter called mortgagor) of the other part is supplemental to an indenture of mortgage dated the \_\_\_\_\_ day of 20 \_\_\_\_ and made BETWEEN the mortgagor of the one part and the University of the other part and Register \_\_\_\_\_ in Book \_\_\_\_\_ Volume \_\_\_\_\_ Page \_\_\_\_\_ to \_\_\_\_\_ as No: \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the PRINCIPAL INDENTURE) whereas money due and owing on the security of the PRINCIPAL INDENTURE has been fully paid and satisfied that the University has accordingly at the request of the mortgagor agreed to execute such re-conveyance of the mortgaged premises within written INDENTURE comprised as in hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the University doth hereby grant, assign and re-convey unto the mortgagor, his heirs, executors, administrators and assigns ALL THAT the piece of land situated in the \_\_\_\_\_ containing \_\_\_\_\_ more or less bounded on the North by \_\_\_\_\_ on the South by \_\_\_\_\_ on the East by \_\_\_\_\_ on the West by \_\_\_\_\_ together with the dwelling house and out-offices, stables, cook rooms and out-buildings thereon AND ALL AND singular other than premises in the PRINCIPAL INDENTURE comprised or expressed to be there by assured or which now are by any means vested in the University subject to redemption under or by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herein before expressed to be hereby granted assigned and reconvened unto and to the use of the mortgagor, his heirs, executors, administrators and assigns for ever freed discharged from all moneys intended to be secured by the PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, in for in respect of the said money or any part thereof or for, or in respect of the PRINCIPAL INDENTURES or of anything relating to the premises AND the University hereby covenants with the mortgagor his heirs executors, administrator and assigns that the University has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof are, or can be impeached, encumbered or affected in title estate or otherwise howsoever IN WITNESS where of the parties here to have hereunto set their hands and seals the day and year first above written.

SIGNED sealed and delivered by \_\_\_\_\_ for and on behalf of the University of Engineering & Technology, Peshawar in the presence of \_\_\_\_\_ Registrar.

FORM- V

Referred Rule – 3.3.5

MORTGAGE BOND FOR MOTOR CAR/  
MOTOR CYCLE/MOTOR SCOOTER/CYCLE LOAN

THIS INDENTURE made this \_\_\_\_\_ days of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called the Borrower) of the one part and the University of Engineering & Technology, Peshawar through the Registrar (Hereinafter called the University) of the other part.

WHEREAS the borrower applied for and has been granted an advance of Rs. \_\_\_\_\_ To purchase a motor car/motor cycle/motor scooter/cycle, on the terms contained in the Rules regulating the grant of advance for the purchase of vehicles (hereinafter referred to as the said Rules which expression shall include any amendments thereof or addition thereto for the time being in force AND WHEREAS one of the conditions upon which the said advance has been/was granted to the Borrower is/was/that the Borrower will/would pledge the said motor car/motor cycle/motor scooter/cycle to the University as security for the amount lent to the BORROWER AND WHEREAS the borrower has purchased with or partly with the amount so loaned as aforesaid the motor car/motor cycle/motor scooter/motor particulars whereof are set out in the schedule hereunder written.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the University the sum of Rs. \_\_\_\_\_ aforesaid or the balance thereof remaining unpaid at the date of these presents by equal payments of Rs. \_\_\_\_\_ each on the first day of every month and will pay administrative charges or the sum for the time being remaining due and owing calculated at the rate from time to time fixed for the purpose by the University and the Borrower doth agree that such payments may be recovered by 48/24 monthly deductions as provided for in the said Rules from his salary and in further pursuance of the said agreement the Borrower doth hereby assign and transfer unto the University the motor car/motor cycle/motor scooter/cycle the particulars whereof are set out in the schedule

hereunto written by way of security for the said loan and administrative charges thereon as provided for in the said rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car/motor cycle/motor scooter/cycle and that the same is his absolute property and that he has not pledged and also long as any money remains payable to the University in respect of the said loan will not sell, pledge or part with the property in or possession of the said motor car/motor cycle/motor scooter/cycle provided always and it is hereby agreed and declared that if any of the said installments of principal or administrative charges shall not be paid or recovered in manner aforesaid within ten days after the same are due or at any time cease to be in the service of the University or if the Borrower shall sell or pledge or part with the property in or possession of the said motor car/motor cycle/motor scooter/cycle or become insolvent or make any composition or arrangement with his creditors if any shall take proceedings in execution of any degree or judgment against the Borrower the whole of the said principal sum which shall then be remaining due and unpaid together with administrative charges thereon calculated as aforesaid shall forthwith become payable and shall be the first charge on the vehicle and if not full recovered, will be recovered from the other assets of the borrower and it is hereby agreed and declared that the University may on the apprehension of the happening of any of the events hereinbefore mentioned cease and take possession of the said motor car/motor cycle/motor scooter/cycle, and sell either by public auction or private contract and may, out of the sale money retain the balance of the said loan then remaining unpaid and any administrative charges due thereon calculated as aforesaid and all costs, charges, expenses and payments properly incurred or made in maintaining defending or realizing his rights hereunder and shall pay over the surplus, if any to the Borrower, his executors, administrators or personal representatives provided further that the aforesaid power of taking possession or selling of the said motor car/motor cycle/motor scooter/cycle shall not prejudice the right of the University to sue the Borrower or his personal representatives or surety for, the said balance remaining due and administrative charges or in case of the motor car/motor cycle/motor scooter/cycle, being sold the amount by which the net proceeds fall short of the amount owing and the borrower hereby further agrees that so long as any money as is remaining due and owing to the University he, the Borrower, will insure it with an Insurance Company to be approved by the University and insured the

said motor car/motor cycle/motor scooter/cycle against loss or damage by fire, theft, or accident and assign the Insurance Policy to the University and will produce evidence to the satisfaction of the University that the Insurance Company with whom the said motor car/motor cycle/motor scooter/cycle, is insured have received notice that the insurance Policy has been assigned by him to the University and that the University is interested in the policy and the borrower hereby further agrees that he will not permit or suffer the said motor car/motor cycle/motor scooter/cycle to be destroyed or inured or to deteriorate in a great degree than it would deteriorate by reasonable wear and tear thereof and further that in the event of any damage or accident happening to the said motor car/motor cycle/motor scooter/cycle the borrower will forthwith have the same repaired and make good at his own cost.

IN WITNESS whereof the said Borrower..... hath hereunto set his hand the day and the year first above written.

THE SCHEDULE

Description of motor car/motor cycle/motor scooter/cycle \_\_\_\_\_

Makers' Name \_\_\_\_\_

Description \_\_\_\_\_

No. of Cylinder \_\_\_\_\_

Engine No. \_\_\_\_\_

Chassis No. \_\_\_\_\_

Cost Price \_\_\_\_\_

Signed by the Borrower \_\_\_\_\_

In presence of \_\_\_\_\_

Vehicle Registration Authority