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LIBRARY

**KANDLA PORT EMPLOYEES
(GRANT OF ADVANCES FOR BUILDING HOUSES)
(REGULATIONS, 1978)**

In exercise of the powers conferred by Section 28 of the Major Port Trusts Act, 1963(38 of 1963), the Board of Trustees of the Port of Kandla hereby makes the following regulations :-

1. Short title and commencement

- (i) These regulations may be called the Kandla Port Employees (Grant of Advances for Building of houses) Regulations, 1978.
- (ii) They Shall come into force on the date of publication in the official gazette of the Central Government's Approval to these regulations.

2. Extent of application.

These regulations shall apply to all employees of the Board borne on the regular establishment.

3. Definitions.

- (i) In these regulations, unless the context otherwise requires :-
 - (a) 'Act', means the Major Port Trusts Act, 1963.
 - (b) 'Board', 'Chairman', 'Deputy Chairman' and 'Head of Department' shall have to same meanig as assigned to them in the Major Port Trusts Act, 1963.
 - (c) 'Employee' means service rendered with the Board including Government service which was rendered by persons who have become Board's employee under section 29(1) (f) of the Major Port Trusts Act, 1963.

4. Eligibility

House Building advance may be granted to the following categories of employees of the Board :-

- (a) Permanent employees of the Board.
- (b) Any employee who is not permanent but has rendered atleast 10 years continuous service provided that the sanctioning authority is satisfied that he is likely to continue in the service of the Board, atleast till the house for Which the advance is Sanctioned, is built and/ or mortgaged to the Board.
- “(c) 'A' and 'B' Catagory shore worker who has rendered at least 10 years' Coutinuous service provided that the sanctioning authority is satisfied that he is likely to continue in the service of the Board at least till the house for which the advance is senctioned is built and/or mortgaged to the Board”

(Amended vide note No. GA/BL/2710-II(PFfile)dt 10-9-87)

- (d) Any employee not covered by sub-regulations (a) and (b) but who has been allotted a plot in Gandhidham Township area by the Board under its scheme for allotment of plots reserved for its employees.

Notes

1. In case both the husband and wife are in the employment of the Board, the advance will be admissible to only one of them.
2. In case an employee's husband or wife is employed elsewhere and has obtained a house building purchase loan from his/her employer, no advance under these regulations will be granted.
3. In respect of employees who are due to retire within a period of 5 years from the date of application for advance, it should be ensured that they are likely to continue in the Board's service till the house for the construction/purchase for which the loan is sanctioned, is built or purchased and mortgaged to the Board.

5. Purpose

The advance may be granted for

- (a) Construction of a new house on a plot of land already acquired by the employee, and
- (b) Purchase of a ready built house.

6. Conditions to be fulfilled

An applicant for the grant of an advance must satisfy the following conditions:-

- (a) The cost of the house to be built/Purchased excluding the cost of plot shall be restricted to the following ceilings :-

<u>Category</u>	<u>Cost ceiling</u>
(1) For employees whose 100 months' basic pay is up to Rs. 80,000/-	Rs. 1.25 Lakhs.
(2) For employees whose 100 months' basic pay exceeds Rs.80,000/-but is up to Rs. 1, 70,000/-.	Rs. 2.00 Lakhs.
(3) For employees whose 100 months' basic Pay exceeds Rs. 1,70,000/-.	Rs. 3.00 Lakhs.

- (b) Where a Port employee makes or has made a final withdrawal from his Provident Fund Account in connection with the construction/acquisition of a house/flat or a residential plot in addition to availing of an advance under these regulations, the total of the advance sanctioned under these regulations and the withdrawal from the Provident Fund should not exceed 100 times the monthly Pay, etc. or Rs. 1.25 lakhs, whichever is less.

- (c) The floor area of the house to be constructed or purchased from the advance sanctioned under these regulations should not be less than 22 sq.meters.
- (d) The actual amount of advance will be determined by the Chairman on the basis of the plans, detailed specification and estimates to be furnished by the applicant, justifying the amount of individual advance applied for, and shall be restricted to the estimated cost of construction within the prescribed ceiling. The amount of advance will further be restricted to the amount which an employee can repay partly from the Special Contribution to the Provident Fund or in the case of an employee governed by the Pension Scheme, from his gratuity or D.C.R.G., and or partly by individual monthly deductions from his pay before the date of his superannuation.
- (e) No advance shall exceed 80% of the cost of the house that is to be constructed or to be purchased or already purchased.
- (f) Not more than one advance shall be sanctioned under these regulations to an employee during his/her entire service.

7. **Amount of advance.**

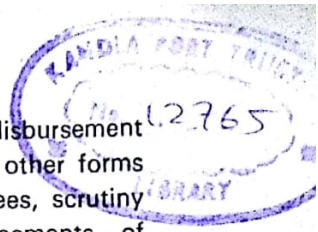
An advance not exceeding an amount equal to 100 times the monthly pay including officiating pay, dearness pay, personal pay and special pay, subject to a maximum of Rs. 1,25,000/- may be granted by the Chairman for the construction/purchase of a house/flat.

8. **Disbursement and security.**

- (a) The advance sanctioned to an employee shall be disbursed in the following manner :-
 - (i) An amount equivalent to 40% of the sanctioned advance will be payable to the employee on his mortgaging in favour of the Board the land alongwith the building to be constructed thereon. Provided, however, that in cases where the ownership of the land does not vest in the Purchaser, the employee shall execute an agreement with the Board in the prescribed form at Appendix-I agreeing to mortgage the land together with the house to be built thereon as soon as the construction of the house is completed and the title to the property is acquired by him.
 - (ii) An amount equal to 40% of the sanctioned advance will be payable when the construction of the house reaches the plinth level; and
 - (iii) The balance 20% of the sanctioned advance will be Payable when the construction reaches the roof level.
- (b) where an advance is required for the Purchase of a ready-built house/flat.
 - (i) The amount of the sanctioned advance, may, at the discretion of the Chairman, be paid in instalments or in one lumpsum, provided that he is satisfied on the evidence supplied to him about the clean and marketable title to the property and its proper valuation and on the employee executing an agreement in the prescribed form at Appendix-II to mortgage the house.

- (ii) The acquisition of the house must be completed and it should be mortgaged to the Board within two months of the receipt of the advance failing which the outstanding advance together with interest thereon, shall be refunded to the Board forthwith, unless an extension of the limit is granted by the Chairman.
- (c) An advance required for repaying a loan taken by an employee for constructing a house shall be paid as follows :-
- (1) The Chairman 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 at Appendix-II for the repayment of the advance. The acquisition of the house must be completed and the house mortgaged to the Board within two months of the receipt of the advance, failing which the advance, together with the interest thereon, shall be refunded to the Board forthwith, unless an extension of the time-limit is sanctioned by the Chairman.
- (2) The Chairman shall be the sole judge as to the stage of construction of the house that has been reached for the purpose of determining whether any instalment of the sanctioned advance, which is related to the progress of construction, is payable or not, as well as the actual amount of such instalment. He may also vary the time of disbursement of the instalments of advance according to actual necessity on submission of the relevant information, particulars and documents.
- (3) (a) In addition to their executing an agreement, referred to above, the following categories of applicants shall be required to furnish the surety of two approved permanent employees in the prescribed form (Appendix-III) before the sanctioned advance or any part thereof is actually disbursed to them :-
- (i) All applicants who are not permanent employees
- (ii) All applicants who are due to retire from the Board's service within a period of 18 months following the date of application for the grant of advance.
- (b) The liability of the sureties will continue till the house built/purchased is mortgaged to the Board or till the advance together with the interest due thereon, is repaid to the Board, whichever happens earlier.
- Note :-** (i) Utilisation of an advance for any purpose other than that for which it is sanctioned shall render the employee concerned liable to disciplinary action under the service rules applicable to such employee. He may also be called upon to refund to the Board forthwith, the entire advance drawn by him together with interest accruing thereon.
- (ii) The Chairman, may from time to time, prescribe or modify in general, and/or in individual case, the procedure and instructions relating

interalia to the time and the mode of the disbursement of the advance, applications and other forms to be submitted by the employees, scrutiny of documents, mortgages, agreements of bonds regarding the properties, inspection and maintenance of the properties concerned and their insurance and other connected matters.



9. **Interest :** Advances granted under these regulations on and from 26th February, 1983, shall carry simple interest from the date of Payment of advance, the amount of interest being calculated on the balances outstanding on the last day of each month. The interest payable on the advances sanctioned in any year shall be at the same rates which the Government of India charges for house building advances to their employees in that year. The rate of interest at the time of sanction of the advance will remain unchanged till the advance is fully repaid. Rebate as allowed by the Central Government to their employees will be allowed to the employees of the Board in case all the conditions relating to sanction including those relating to recovery are fulfilled completely to the satisfaction of the sanctioning authority.

Note :- The rate of interest to such employees who volunteer for sterilisation will be half percent less than the normal rate of interest with effect from 26th February, 1983. This concession will be subject to the following conditions :-

- (1) The port employees must be within the reproductive age group. In the case of a male port employee, this would mean that he should not be over 50 years and his wife should be between 20 to 45 years of age. In the case of a female port employee, she must not be above 45 years and her husband must not be over 50 years of age.
- (2) The port employee should have two or three living children.
- (3) The sterilisation operation must be conducted and the sterilisation certificate must be issued by the Central Government Hospital or under the auspices of the C.G.H.S. Where this is not possible, the sterilisation operation must be conducted and the sterilisation certificate issued by a Port Hospital or an institute recognised by the Central Government for this purpose will suffice.
- (4) The sterilisation operation can be undergone either by the port employee or his/her spouse provided the conditions at Sr. Nos.1 to 3 above are fulfilled.

10. **Construction, maintenance, etc :**

- (1) The construction of a house shall be -
 - (a) carried out exactly in accordance with the approved plans and specifications on the basis of which the amount of advance has been computed and sanctioned. The plans and specifications must not be departed from without the prior written concurrence of the Chairman. The employee shall certify, when applying for the instalment of the advance admissible at the plinth or roof level, that the constructions carried out strictly in accordance with the plan and estimate furnished to the Board, that the construction has actually reached plinth or roof level and that the amount already drawn has actually been used on the construction of the house. The Chairman, may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificates.

(b) completed within 24 months of the date on which the first instalment of advance is paid to the employee. Failure to do so will render the employee liable to refund the entire amount advanced to him together with interest thereon in one lump-sum. An extension of the time limit may be allowed by the Chairman in those cases where the work is delayed due to circumstances beyond the control of the employee. The date of completion must be reported to the Charman without delay.

(Board Resolution No. 10 of 28-5-82)

- (2) Immediate on completion or purchase of the house, as the case may be, the employee concerned shall insure and keep insured the house at his own cost with the Life Insurance Corporation of India or any other Insurance company approved by the Board, in the joint names of the Board and such employee, against the risk of loss or damage by fire, flood and lightning to the extent of the amount advanced to him and the interest thereon, and forward the insurance policy for the perusal of the appropriate authority.
- (3) The house must be maintained in good repair at the cost of the employee. It shall also be kept free from all encumbrances, and all the municipal and other local rates and taxes should be paid regularly until the advance has been repaid to the Board in full and the employee shall furnish an annual certificate to this effect to the Chairman.
- (4) After the completion of the construction of the house, an annual inspection may be carried out by any officer of the Port Trust under instructions from the Chairman to ensure that it is maintained in good repair, until the advance has been repaid in full. The employee shall afford full facility for such inspection.

Note : Furnishing of a false certificate will render the employee liable to suitable disciplinary action under the service rules applicable to him. He may also be called upon to retund to the Board forthwith the entire advance drawn by him together with the interest accrued thereon.

11. Repayment of the advance :

1. The advance granted to an employee under these regulations together with 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 note more than 180 monthly instalments and thereafter the interest shall be recovered in not more than 60 monthly instalments.

(a) The amount to be recovered monthly shall be fixed in whole-Rupees, except in the case of the last instalment when the remaining balance including any fraction of a Rupee shall be recovered.

(b) The recovery of advance shall commence from the month following the completion of construction of a house or from the 24th months after the month in which the first instalment of advance is paid to the employee, whichever is earlier. In the case of advance taken for purchasing a ready-built house/flat the recovery shall commence from the pay of the month following that in which the advance is drawn.

(Amended vide Note No. GA/BL/2710-II PF. file dt. 10-9-87)

- (c) It will be open to the employee concerned to repay the amount in a shorter period, if he so desires. In any case, the entire advance must be repaid in full (with interest thereon) before the date on which he is due to retire from the Board's service.
- (d) In order to avoid hardship to an employee, who is due to retire within 20 years of the date of an application for the grant of an advance and who under the service rules applicable to him is eligible for the grant of the Board's Contribution/Special Contribution to the Provident Fund or gratuity/Death-cum-Retirement, Gratuity, the Chairman 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 instalments on the basis of repayment within a period of 20 years) during the remaining period of his service, provided he agrees to the incorporation of a suitable clause in the prescribed agreement and the mortgage deed to the effect that the Board shall be entitled to recover the balance of the advance with interest, remaining unpaid at the time of his retirement, or death preceding retirement, from the whole or any specified part of the Board's Contribution/Special Contribution to the Provident Fund or Gratuity/Death-cum-Retirement Gratuity, that may be sanctioned to him.
- (e) In case the employee does not repay the balance of the advance due to the Board or before the date of his retirement, it shall be open to the Board to enforce the security of the mortgage at any time thereafter, and the balance of the advance together with interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law.
- (2) Recovery of the advance shall be effected through the monthly pay/leave salary/subsistence allowance bills of the employees where for any reason pay and allowance of the employees for any month be insufficient to meet the amount of instalment payable by him, the short-fall shall be paid by him in cash. The recoveries will not be held up or postponed except with the prior approval of the Chairman. In the event of the subsistence allowance payable being reduced on prolonged suspension of the employee, the recoveries may be suitably reduced by the Chairman.
- (3) If an employee ceases to be in service for any reasons other than normal retirement on the date of his superannuation or if he dies before the repayment of the advance in full, the entire outstanding amount shall become payable to the Board forthwith. The Chairman may however, in deserving cases, permit the employee or his heirs, as the case may be or sureties in cases covered by Regulation 8(3) above, if the house has not been completed and/or mortgaged to the Board by that time, to repay the outstanding amount together with interest thereon in suitable instalments. Failure on the part of the employee or his heirs, as the case may be to repay the advance for any reason whatsoever, will entitle the Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible under the law.

- (4) The property mortgaged to the Board shall be reconveyed to the employee or his heirs, as the case may be, after the advance together with the interest thereon, has been repaid to the Board in full.

12. Application for advance.

An employee who desires to take an advance shall apply to the Board in form given at appendix IV, and shall, together with such application, submit the following documents :-

- (1) Documentary evidence that he possesses clear title in respect of the land on which the building is proposed to be constructed.
- (2) Such documents as would show that the employee has or would be investing 20 percent of the cost of construction from his own resources.
- (3) Plans and estimates prepared by a qualified architect/Engineer and passed by the authority/authorities concerned, where necessary, for the construction of the house.
- (4) If the building is a ready-built one, the plans thereof as passed by the authority concerned and the valuation of the building by a qualified person should be furnished.
- (5) A declaration to the effect that the house to be constructed or acquired will not be utilised as a source of income or profit, except to such extent and for such period as the Chairman may approve.

13. Scrutiny of documents:

If, on scrutiny of the documents submitted by the employee, the Chairman, considers it necessary, he may call for such further information or documents as may be specified. If the Chairman is satisfied on the basis of the documents submitted about the eligibility for the advance, intimation will be given to the employee in writing regarding the willingness or otherwise of the Board to sanction the advance applied for. On receipt of such intimation from the Board, the employee shall execute an agreement on the stamp paper of the appropriate value with the Board in the Form Appendix II if the employee is agreeable to avail of the advance on the terms laid down by the Board. If so required by the Board, the agreement shall be registered. The cost of stamp and registration will be borne by the employees.

14. Mortgage of the property.

- (1) Where the advance is sanctioned for construction of house, the employee shall mortgage the land as well as the building to be constructed thereon in Form at Appendix V before the first instalment of advance is paid to him. Provided, however, that in cases where the ownership of the land does not vest in the purchaser, the employee shall execute an agreement with the Board in the prescribed form at Appendix I agreeing to mortgage the land together with the house to be built thereon as soon as the construction of the house is completed and the title to the property is acquired by him.
- (2) Where the advance is for the purchase of a ready-built house (including land on which the building is constructed) the mortgage should be executed as soon as the employee completes the purchase.

15. Final valuation of the buildings.

After the construction of the house, the employee concerned shall arrange for the final valuation of the house by a qualified Engineer and submit the relative report to the Board

16. Alienation etc. of property mortgaged to the Board.

No employee shall, except with the approval of the Chairman, transfer or otherwise alienate the house constructed or purchased with an advance taken from the Board or otherwise part with possession or any other interest whatsoever in such house until the advance (with interest) has been repaid in full or until the mortgage in favour of the Board in respect of the property is redeemed. (This however would not prejudice the right of the employee on his retirement or his heirs after his death, sell or transfer the property subject to the advance being fully repaid before such sale or transfer).

17. Reconveyance of property.

The property mortgaged to the Board by the employee shall be re-conveyed by the Board, after the entire amount of the advance has been fully repaid with interest in the form at Appendix-VI.

18. Incidental costs.

All costs of land incidental to the investigation of title, deposit of the title deeds, execution and registration of the mortgage deed or creating a charge or mortgage by deposit of title deeds and execution of bonds/agreements, as the case may be, in favour of the Board, shall be borne and paid by the concerned employee. All costs in respect of reconveyance of the property to the employee after the advance with interest thereon has been repaid in full, shall also be paid by the employee.

19. Interpretation:

If any question arises about the application or interpretation of these regulations, the decision of the Board thereon shall be final and binding upon the employee.



LIBRARY

APPENDIX - 1
KANDLA PORT TRUST

(REGULATION 8 & 14)

Special form of Agreement to be executed by a Kandla Port Trust employee before drawing the first instalment of advance for building a house in case in which the land is purchased by him with his own funds, but the title to the land will be passed to him after the house is built.

AN AGREEMENT MADE THIS _____ day of _____ One thousand nine hundred and _____ BETWEEN Shri _____ son of Shri _____ at present serving as _____ (hereinafter called 'the Borrower', which expression shall unless excluded by or repugnant to the subject or context include his heirs, executor, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Kandla (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 agreed to purchase the land at _____ described in the Schedule hereto annexed from _____ (insert name of the vendor) and has paid the price out of his own funds and obtained possession of the said land,

AND WHEREAS the Borrower desires to construct a house on the said land,
AND WHEREAS conveyance of the said land will be executed in favour of the Borrower by the said _____ (insert name of the vendor) only when the house is constructed and WHEREAS THE BORROWER has under the provision of the regulations framed by the Board to regulate the grant of advances to its employees for building, etc., of houses (hereinafter referred to as the "said regulations" which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Board for an advance of Rs. _____ (insert full amount sanctioned) to the Borrower vide office order No. _____ dated _____ a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

NOW IT IS HEREBY AGREED BY AND between the parties hereto as follows:

- (1) In consideration of the sum of Rupees _____ (insert first instalment) to be paid by the Board after the execution of this agreement and the balance of Rupees _____ to be paid by the Board to the Borrower as provided in the said regulations, the Borrower, with intent to secure repayment of the said sum of Rupees _____ (insert full amount Sanctioned), hereby assigns to the Board by way of security all his rights as Purchaser of the said land described in Schedule hereto, in respect of the said land and as against the said _____ (insert name of the vendor)

- (2) The Borrower hereby agrees with the Board.
- (a) to repay to the Board the said amount of Rupees _____ (insert full amount sanctioned) with interest calculated in accordance with the said regulations for the time being in force by _____ (number to be filled) monthly instalments of Rupees _____ from his pay commencing from the month of _____ nineteen hundred and _____ or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deduction from his monthly pay, leave salary and subsistence allowance bills.
- (b) to complete construction of the said house within twelve months of the date of drawal of the first instalment strictly in accordance with the approved plan and specification 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 Board and to obtain the necessary conveyance or assurance in his favour within a period of three months from the date of completion of the house.
- (c) if the actual amount paid for the construction of the house is less than the amount received by the Borrower to repay the difference to the Board forthwith.
- (d) to execute a document mortgaging the said land alongwith the house built thereon to the Board as security for the amount advanced to the Borrower as also for the interest payable on the said amount in the form provided by the said regulations, as soon as the house has been built and the necessary conveyance or assurance has been executed in his favour.
- (3) If the Borrower fails to complete the construction of the said house or to obtain the necessary conveyance or assurance in his favour or to execute the necessary mortgage deed as herein before provided, or if the Borrower becomes insolvent or quits the service of the Board or dies, the amount of the advance, together with the interest, accruing thereon shall immediately become due and payable to the Board and the Board shall be entitled without prejudice to its other rights to proceed to realize the security hereby granted.
- (4) The Board 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.



THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

Plot No. _____ NU-
at Gandhidham.

Bounded on
North by _____
South by _____
East by _____
West by _____

IN WITNESS WHERE OF THE BORROWER has hereunto set his hand and
Shri _____ for and on behalf of the Board of Trustees of the
Port of Kandla hereunto set his hand.

Signed by the said Borrower,

(Signature of the Borrower)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

Signed by Shri _____

Chairman,
Kandla Port Trust
(For and on behalf of the Board
of Trustees of the Port of Kandla)

In the presence of :

1st witness :

Address :

Occupation :

2nd witness :

Address :

Occupation :

APPENDIX - II
KANDLA PORT TRUST

Agreement by the Port Trust employee to mortgage and to repay the
Advance through pay bill.

REGULATION NO. 8

AN AGREEMENT made this _____ day of _____
one thousand nine hundred and _____ BETWEEN _____

_____ son/wife/daughter of _____ aged _____
an employee of the Kandla Port Trust, hereunless excluded by or repugnant
to the context be deemed to include his heirs, executors, legal representatives and
administrators of the ONE PART and the Board of Trustees of the Port of Kandla
constituted under the Major Port Trusts Act (38 of 1963) hereinafter referred to as
the Board (which expression shall unless excluded by or repugnant to the context
be deemed to include their successors and assignes) of the OTHER PART.

AND WHEREAS the employee has approached the Board for advance of Rs.
_____ (Rupees _____) for the said purpose
under and in accordance with the Kandla Port Trust Employees' (Grant of advances
for Building of Houses) Regulations (hereinafter referred to as "the Regulations").

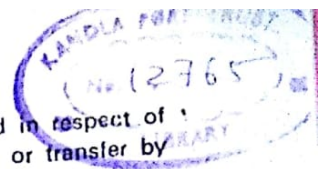
AND WHEREAS the employee has requested that the advance may be
sanctioned on the faith of the statements and representations made by him in his
application.

AND WHEREAS the Board have accordingly expressed their willingness to
grant such advance to the extent admissible to the employee and upon and subject to
the terms and conditions hereinafter expressed and contained.

NOW it is hereby agreed by and between the parties here to as follows :

1. The Board agrees to grant an advance to the employee of a sum of
Rs. _____.
2. The employee agrees and undertakes to repay the amount of advance with
interest subject to the terms and conditions hereinafter contained, principal
amount of Rs _____ (Rupees _____)
will be repaid in 180 (one hundred eighty) equal monthly instalments of
Rs. _____ (Rupees _____) each.
Thereafter, the interest calculated as aforesaid and accrued on the whole of the
advance of Rs. _____ (Rupees _____)
will be paid in sixty equal monthly instalments. The repayment of the principal
amount of the Advance with interest as aforesaid will be made by deduction
from the pay and allowances or leave salary of the employee if he duly
observes and performs the said terms and conditions. The first of such instalm-
ents shall be recovered from the pay and allowances or leave salary of the
employee for the month following the month in which the building is comple-
ted/purchased or on the expiry of a period not exceeding twelve months from
the date of disbursement of the first instalment of the advance, whichever is
earlier.

3. The employee agrees that the grant and disbursement of the advance to the employee shall be in accordance with the Regulations.
4. In respect of the disbursement of the advance its repayment and all other conditions, the provisions of the Regulations shall be read as part and parcel of this agreement.
5. If for any reason the construction/purchase of the house could not be proceeded with or if the amount of the advance received from the Board is in excess of the cost of the house, the employee shall forthwith repay the amount of the advance, or as the case may be, the amount of the excess to the Board.
6. The employee agrees and undertakes to execute a mortgage deed in the form annexed to the Regulations mortgaging the plot of land described in the schedule hereunder written and the house to be constructed thereon/purchased with right of private sale and all other rights and privileges available under the transfer of property Act, 1882, to or in favour of the Board. The employee further undertakes to make out clear and marketable title to the land and the house intended to be so mortgaged.
7. The employee shall maintain the house constructed/purchased out of the advance received from the Board in good and tenable repair and condition at his own cost and shall pay all the Municipal rates, taxes and other outgoings in respect of the property covered by the mortgage executed in favour of the Board, until the amount of the advance has been repaid in full with interest and also furnish to the Board annual certificates in that behalf.
8. The house constructed/purchased out of the advance received from the Board shall be insured by the employee with the Life Insurance Corporation of India or any other approved Insurance Company previously approved in writing by or on behalf of the Board in the joint names of the Board and the employee for a sum not less than the amount of advance sanctioned by the Board and the employee shall keep it so insured against loss or damage by fire, flood, lightning and earthquake. The cost of such insurance shall be borne by the employee.
9. The employee shall until the entire amount of the advance with interest has been repaid or so long as the mortgage of the property in favour of the Board subsists, afford the Board full facility for carrying out inspection after completion of the construction/purchase and thereafter to ensure that the house is maintained in good repair.
10. If at any stage there is any depreciation in the value of the house constructed/purchased the Board shall be entitled to demand from the employee further security to make up the deficiency within a period to be fixed by the Board. If on such demand being made by the Board to the employee, the employee fails to comply with the demand the outstanding amount of this advance (with interest) will become immediately payable in full and the Board shall be entitled to proceed to recover the same in any manner open to them.



11. So long as any moneys are outstanding and payable to the Board in respect of the advance, the employees shall not be entitled to charge or transfer by mortgage or otherwise or create any lien or other encumbrance over the property mortgaged to the Board without the previous consent of the Board being obtained in writing.
12. If the Chairman is of the opinion that the progress of work of construction of the said house is unsatisfactory, he shall be at liberty to decline to make payment of any underdistributed instalment of the said advance or at his discretion to postpone the payment there of until such time he is satisfied that the cause or causes for their dis-satisfaction with the progress and quality of Work has or have been removed and the Board, shall incur no liability or responsibility to the employee either in damages or otherwise for declining to make payment or postponement of payment of any undisbursed instalments in the circumstances above mentioned.
13. The employee authorises the Board to deduct from his pay and allowances leave salary every month, the amount of instalment as provided in clause 2 hereof due and payable by him towards the aforesaid advance and interest.
14. The employee agrees that in case he proceeds on leave for any period without pay and allowances while the advance or any part thereof or interest thereon is outstanding he will pay to the Board direct the amount of the instalment or instalments which would otherwise have been recovered from his pay and allowances had he not been on such leave.
15. The employee agrees that where for any reason his pay and allowances for any month be insufficient to meet the amount of instalment payable by him, the shortfall shall be paid by him direct to the Board.
16. The employee agrees that in the event of default, on his part to pay any instalment as provided for in the Regulations or in the event of his death while in service or of his ceasing to be an employee of the Board for any reason, the Board shall be entitled to recover the amount then owing by him to the Board together with the amount of interest from his Provident Fund balance of gratuity/Special Contribution to CPF/DCRG payable to or in respect of him or any other amount payable by the Board to or in respect of him.
17. The employee agrees in all respects to be bound by the provisions of the Regulations and undertakes not to revoke this Agreement so long as the said advance or any part thereon or interest thereon is outstanding.
18. AND it is hereby further agreed and declared that on any default in complying with the Regulations and the terms and conditions of the advance, the outstanding amount of the advance with interest will become immediately repayable and the Board may proceed to recover it in any manner open to them.



THE SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

IN WITNESS WHERE OF THE Employee and the Chairman of the Board
have set their hands on the day and year first above written.
SIGNED AND DELIVERED BY
within named

(Signature of the employee)

SIGNED SEALED AND DELIVERED

Shri _____,

_____.

Chairman

Witness :

Witness :

Secretary,
Kandla Port Trust.

THE COMMON SEAL OF THE TRUSTEES
OF THE PORT OF KANDLA affixed

in the presence of

SECRETARY,
KANDLA PORT TRUST.

KANDLA PORT TRUST

SURETY BOND

(Regulation No. 8(3) (a))

We (1) _____ of _____ (2) _____
 _____ of _____ (Department etc.) do
 guarantee that the Borrower shall do and perform all that he has undertaken to do
 and perform under the Agreement dated the _____ date of _____ 19____
 executed by him with the Board of Trustees of the Port of Kandla and do
 hereby jointly and severally hold and firmly bind ourselves, our respective
 heirs, executors and administrators and legal representatives unto the said Board
 (hereinafter referred to as 'the Board') in the sum of Rs. _____
 (In words Rupees _____) together with interest thereon
 being the amount due and payable by the Borrower under the said agreement or
 such sum as the Board shall deem to be sufficient to cover any loss or damage the
 Board may have sustained by reason of default or on the part of the Borrower and
 we do hereby further agree that any forbearance in enforcement of the said agree-
 ment or any other indulgence granted to the Borrower or any variation of the terms
 of the said Agreement or any time given to the Borrower with or without our
 consent or even knowledge or any other conditions or circumstances under which in
 law a surety would be discharged will not discharge us from our liability to pay the
 said sum and for the purpose of enforcement of this Bond our liability under this
 Bond will be as principal debtors and joint and several with that of the Borrower.

Dated this _____ day of _____ 19____

Signed by the above named

Shri _____

and

Shri _____

The sureties above named in the presence of.

KANDLA PORT TRUST

Application form to be submitted by the employee.
(Regulation No. 12)

1 (a) Name of the employee :
(in full).

(b) Provident Fund A/c. No. :

(c) Substantive appointment :

(d) Present officiating :
appointment, if any.

(e) Department/office to :
which attached.

2 Date of birth and age :
in years and months

3 Father's/Husband's Name :

4 Service particulars

(a) Date of first appointment :
in continuous service.

(b) Date of confirmation :

(c) Date of retirement :
(Attaining the age of
58 years).

5 Pay and allowances

A Pay:

(i) Substantive pay : Rs.

(ii) Officiating pay : Rs.

(iii) Personal pay : Rs.

(iv) Special pay : Rs.

(v) Dearness pay : Rs.

B Allowances :

(i) Dearness allowance : Rs.

(ii) A.D.A. : Rs.

(iii) Other allowances : Rs. _____ Rs. _____

Total Rs. _____

6 Present residential address of the applicant therein.

7 (a) Does the applicant own any house site at any place in his own name? If so, give the cost of the same. From whom the site was purchased and when? Whether the site purchased is from the applicant's own resources, or otherwise? Whether he possess clear title over the said land?-

(b) If the plot is held by the applicant under leasehold tenure give full particulars of the lease:-

(i) If plot is in Gandhidham under the scheme approved by the Board.

(ii) At any other place :

8 Amount of advance required :

9 (A) If the advance is required for constructing a house, indicate.

(a) Approximate floor area of : _____ square metres the house/flat proposed to be constructed.

(b) Estimated cost :

(i) cost of land : Rs. _____

(ii) Cost of building : Rs. _____

Total : Rs. _____

(c) Rate of construction ; Rs. _____ per square metres.

(B) (a) whether the plan(s) have been duly approved by the GDA/KPT: OR other concerned authorities.

(b) Whether the estimate has been certified by a qualified engineer and if he has taken into account all essential items of construction including plumbing, sanitation and electric fittings, and compound wall/garage where necessary.



(C) If the advance is required for acquiring land with a ready-built house, please state -

- (a) Exact location : _____
- (b) Floor area : _____ square metres.
- (c) Plinth area of the house : _____ square metres.
- (d) Name and address of the owner.
- (e) Approximate price expected to be paid :
- (f) Approximate age of the house : _____ years.
- (g) Approximate period upto which the house is expected to last as certified by a qualified Engineer/ Architect.
- (h) Have you satisfied yourself that the transaction would result in your acquiring an indisputable title to the house?

(D) If the advance is required for purchasing a flat on ownership/tenent co-partnership basis in multi-storied building, please state.

- (a) Exact location :
- (b) Floor area. : _____ square metres.
- (c) Plinth area of the flat : _____ square metres.
- (d) Name of the Co-operative Housing Society and address :
- (e) Approximate price expected to be paid : Rs.
- (f) Approximate age of the flat : _____ years.
- (g) Approximate period upto which the flat is expected to last as certified by a qualified Engineer/ Architect. _____ years.

(E) If the advance is required for payment of loan or advance taken from other source, please state -

- (a) Amount of loan or advance taken. :
- (b) Amount outstanding as on date of application :
- (c) Particulars of the source. :
- (d) Cost of acquisition of house. :
- (e) Location : _____ square metres.
- (f) Area of the plot. :

9 Agency to whom the construction of house is proposed to be entrusted. :

10 Scheduled plot on which house is to be constructed. :

All that piece or parcel of land situated in the Registration Sub-District of _____ within the Registration District of _____ bearing Sr. No. _____ Plot No. _____ (any other relevant number necessary for registration or required or given by local authorities) Municipal Ward and Street Nos. and bounded on the North by _____ on the South by _____ on the East by _____ on the West by _____ and containing by admeasurement (here give the area) _____ square metres.

11 Period and mode of repayment of: principal and interest desired.

12 Amount that can be allotted monthly towards repayment of advance.

13 Is the applicant a member of joint-family or has become divided? If divided, give the date of partition. :

14 Particulars of applicant's sons and daughters and other dependents, if any :

(a) Name of sons and daughters : Age

(Occupation if any)

(i)

(ii)

(iii)

(iv)

(v)

(b) Names of dependents other than sons and daughters.

Age

Relationship.

(i)

(ii)

15 Value of immovable property possessed by the applicant (other than the house to be constructed/acquired now). Give also the nature of the property and place where situated with full details and how they were acquired.

16 Amount of debt or liabilities due by the applicant, if any.

Give details regarding names of creditors, original amounts and dates of the loans nature of the loan, purpose, mode of repayment, amount outstanding on documentary evidence.

17 (a) Amount at the applicant's credit in his provident Fund Account as on date.

:Rs.

(b) Any advance or withdrawal availed of from the Provident Fund? If so, give the date of advance withdrawal and the purpose. Whether repaid monthly? If so, the amount so repaid. Amount outstanding as on date.

Rs.

18 Any other information which the applicant desires to furnish. :

I hereby further declare that all the facts and figures mentioned in this application for Individual advance are true and correct to the best of my knowledge.

place :

Date :

signature of the applicant.

CERTIFICATE

Certified that :

- (i) the particulars shown against item Nos. 1 to 4 of the application have been verified and are correct :
- (ii) the employee is/is not officiating against a long term vacancy :
- (iii) the employee is eligible for a housing loan to the extent of Rs. _____ under the Kandla Port Trust employees' Housing Loans Regulations, subject to his title to the property being found in order.

place :

Date :

HEAD OF THE DEPARTMENT.

Appendix - V

To,
The Chairman,
Kandla Port Trust,
Gandhidham.

Dear Sir,

I confirm having deposited with you at Bhuj on _____
for following documents with intent to create an equitable mortgaged of land and
the house to be constructed on the said land in favour of the Kandla Port Trust for
Rs. _____ (Rupees _____)

together with interest due to the Kandla Port Trust, being the amount agreed to be
advanced to me for the purpose of purchase of land and construction of a building/
outright purchase of a house with land.

List of documents :

1.

2.

3.

etc.

Yours faithfully,

Appendix - VI

(FORM OF RECONVEYANCE BY THE BOARD)



(Regulation No. 17)

THIS DEED OF RECONVEYANCE MADE THE _____
_____ day of _____ 19 _____ BETWEEN THE
Board of Trustees of the Port of Kandla, constituted under the Major Port Trusts Act
(38 of 1963) hereinafter called the "Mortgagee" (which expression shall, unless
repugnant to the context of meaning thereof, include their successors and assigns)
of the one part and _____
_____ of _____
(hereinafter called the "Mortgager" which expression shall unless repugnant to the
context or the meaning thereof, include its successors and assigns/his/her/heirs,
executors, administrators and assigns) of the other part.

WHEREAS by an Indenture of mortgage, dated the _____
_____ day _____ of _____ 19 _____ an
made BETWEEN the Mortgagor of the one part and the Mortgagees of the other
part and registered in the books of the Sub-Registrar of Taluka Anjar of District
kachchh on the _____ day of _____ 19 _____
under Serial No. _____ (hereinafter called the "PRINCIPAL INDENTURE"),
the Mortgagor granted assigned and conveyed the property at _____
and more particularly described in the Scheduled hereunder written (hereinafter referred
to as the "said mortgaged property") unto the Mortgagee to secure an advance of
Rs. _____ made by the Mortgagees to the Mortgagor, subject neverthe-
less to the proviso for redemption therein contained, on repayment of the said sum
of Rs. _____ and interest.

AND WHEREAS all moneys due and owing on the security of the
PRINCIPAL INDENTURE have been fully paid and satisfied and the Mortgagor is now
desirous of having such reconveyance of the said mortgaged property as is hereinafter
contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the said money due and owing under the PRINCIPAL INDENTURE being paid and satisfied the Mortgagees do hereby grant, assign, reconvey and release unto the Mortgagor, ALL THAT piece of land, here ditaments and premises comprised in and granted or otherwise assured by the said PRINCIPAL INDENTURE and more particularly described in the Schedule hereunder written with all rights, essesments and appurtenanees as in the PRINCIPAL INDENTURE expressed and all the estates, right title interest, property claim and demand whatsoever of the Mortgagees into, out of or upon the said land hereditaments and premises by virtue of the PRINCIPAL INDENTURE to have and to hold the said land hereditaments and premises hereby granted, assigned, released and reconveyed unto and to the use of the Mortgagor, for ever freed and discharged from all moneys secured and intended to be secured by the said PRINCIPAL INDENTURE and from all actions, suits, accounts claim and demands for, or, in respect of, the said moneys or any part thereof, or, for or in respect of, the PRINCIPAL INDENTURE or of anything relating to the premises and THE Mortgagees hereby covenant with the Mortgagor that the Mortgagees have not done or knowingly suffered or been party or privy to anything whereby the mortgagees are prevented from granting and reconveying the said land, hereditaments and premises or any part thereof, are/is or can be impeached, incumbered or affected in title estate or otherwise howsoever.

In WITNESS WHERE OF the Chairman has hereunto set his hands on the day and year first above written.

SCHEDULE ABOVE REFERRED TO

SIGNED, SEALED AND DELIVERED BY

SHRI _____

Chairman.

Chairman.

Witness (1) _____

(2) _____

Secretary
Kandla Port Trust.

THE COMMON SEAL OF THE BOARD OF TRUSTEES OF
THE PORT OF KANDLA affixed in the
presence of

SECRETARY
KANDLA PORT TRUST.