

# **THE COCHIN PORT EMPLOYEES (GRANT OF ADVANCES FOR BUILDING OF HOUSES) REGULATIONS, 1971**

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 Cochin Port, hereby makes with the approval of the Central Government the following regulations the same having been previously published as required under Sub-section (2) of section 124 of the said Act namely :-

## **1. Short title and Commencement**

- (1) These regulations may be called the Cochin Port Employees (Grant of Advances for Building of Houses) Regulations, 1971.
- (2) These Regulations shall come into force from the date of their publication in the Official Gazette

## **2. Definitions**

In these Regulations, unless the Context otherwise requires:

- (a) "Act" means the Major Port Trusts Act, 1963 ,
- (b) "Board" means the Board of Trustees constituted under the Act for the Port of Cochin.
- (c) "Chairman" means the Chairman of the Board.
- (d) "Deputy Chairman" means the Dy. Chairman of the Board.
- (e) "Employee" means the employee of the Board.
- (f) "Government" means the Central Government
- (g) "Head of Department" means a post, the incumbent of which shall for the purpose of the Act be specified by the Central Government as such under Sub-section (2) of section 24 of the said Act.
- (h) "Legal Adviser " means the Legal Adviser to the Board appointed from time to time.
- (i) <sup>1</sup>["Permanent Employee" is an employee who has been confirmed in the grade of his entry in to service.
- (j) "Temporary Employee" is an Employee who is not holding a regular post or who has not been confirmed in the post to which he is initially recruited.]

## **3. Eligibility**

House Building Advance may be granted to the following categories of the employees, namely:-

- (a) Permanent Employees of the Board,
- (b) employees of the Board not falling under category (a) above who have rendered atleast ten years continuous service, provided the sanctioning authority is satisfied that they are likely to continue in the service of the Board at least till the house for which the advance is sanctioned, is built or mortgaged to the Board.

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

<sup>1</sup>**Note:**(1) In case where both the husband and wife happen to be employees of the Board and eligible for the grant of advance it shall be admissible to only one of them.

<sup>2</sup>**Note:**(2) In the case of Ex-Servicemen re-employed in Board's Service, the Military Service rendered by them shall also be taken into account for reckoning the period of ten years continuous service, provided they have completed their probationary period satisfactorily.

This is subject to the conditions that the ex-serviceman has not drawn House Building Advance during his military service and recovery of HBA with interest is assured during the re-employed period.

#### 4. Conditions to be fulfilled

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

- <sup>3</sup>4 (a) 1. The cost of the house to be built / purchased ( excluding the cost of land as mentioned in the sale deed in respect of the land / house ) should not exceed 200 times of the monthly basic pay + NPA + stagnation increment of the employees subject to a minimum of Rs. 7.5 lakhs and a maximum of Rs. 18 lakhs. Where the Chairman is satisfied for proper reasons that there is justification on the merits of the case they may relax the ceiling limit, the same may be relaxed upto a maximum of 25% of the ceiling mentioned above in individual cases, and the applicant should not have availed of any loan or advance for the purpose from any other authority or body such as the Department of Rehabilitation or a Central or a State Housing Scheme provided, that where the loan or advance already availed of by an applicant does not exceed the amount admissible under these rules, it is open to him to apply for an advance under these rules subject to the condition that he undertakes to repay the outstanding loan or advance together with interest if any thereon forthwith, in one lumpsum to the authority or body aforesaid.
2. Employees who acquire houses through membership of Co-operative Group, Housing Societies shall also be eligible for grant of HBA upto the limit as in (a) I above such employees shall however be required to furnish the following documents in addition to personal Bond for drawing HBA beyond the limit of Rs. 70,000/-
- (i) An agreement to mortgage the house or flat following by deposit of title deeds as and when available.
- (ii) Promisory Note in respect of the amount of the Principal plus interest at the specified rates.
- (b) in cases where an employee makes (or has made) a final withdrawal from his Provident Fund account in connection with the construction / acquisition of a house in addition of an advance under these rules, the total amount of the advance sanctioned under these rules and that withdrawn from the Provident Fund should not exceed the cost ceiling limits prescribed in these regulations.

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<sup>1</sup> Substituted w.e.f. 22-6-76 by Notification No. F7 / HBA / 844 / 75 dated 10-6-76 approved vide Ministry's letter No. PEX - 32 / 76 dated 3-6-76

<sup>2</sup> Inserted vide Notification No. PW / PER - 3585 dated 21-9-87 published in Gazette of India under GSR 807 (E) dated 21-9-87

<sup>3</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

- (c) Neither the applicant nor the applicant's wife / husband / minor child must be the owner of a house. However this condition may be relaxed by the Board in exceptional circum-stances, for example, if the applicant or the applicant's wife / husband / minor child owns a house in a village and the applicant desires to settle down in a town, or where an applicant happens to own a house jointly with other relations and he desires to build a separate house for his bonafide residential purpose.
- (d) The floor area of the house to be constructed or purchased must not be less than 380 sq.ft.
- (e) <sup>1</sup>[If the advance is for the construction of a house "The title to the land should be clear, and the land should be owned by the employee or employee's wife / husband or jointly", provided that both the husband and wife are willing to mortgage the land / house in favour of the Board as a security for repayment of the advance.
- (f) If the advance is for purchase of a ready built house / flat from private parties the house / flat should be 'new' and 'unlived in' and the applicant should get it valued at his / her cost by Registered valuers.
  - (i) private parties include registered builders, architects, house building societies etc but not private individual.
- (g) "Newness" and "unlived in" condition of the house / flat should be determined by ascertaining the following facts.
  - (i) the number and date of approval of the building plan issued by the Municipal / Local Authorities by seeing the original plan"
  - (ii) the date of commencement of construction and date of completion of the house by scrutinizing the completion certificate issued by the Municipality / Local Authorities.
  - (iii) the tax bill and receipt issued by the Municipality / Local Authority and neighborhood enquiries if necessary.
- (h) If the advance is for constructing residential part of the building on a shop-cum-residential plot situated in a residential colony.
  - (a) the proposed cost of construction, including the shop (s) should not exceed the ceiling limit prescribed.
  - (b) the entire property including the shop (s) and the residential portion should be mortgaged and insured against fire, lightning, riot and natural calamities.
  - (c) Advance will be sanctioned only for construction of residential portion.
  - (i) The house / flat constructed / acquired should be used only for residential purposes and using it in any other manner will be violation on the conditions for grant of HBA]

**NOTE:-** For the purpose of this and other regulations and forms of mortgage appended to these regulations, the terms " House " includes a flat, unless the context otherwise warrants.

## 5. Purposes for which advance may be granted

An advance may be granted for -

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

- (a) constructing a new house (including the acquisition of a suitable plot of land for the purpose or for purchasing a ready built house or flat either at the place of duty or at the place where the employee proposes to settle after retirement)
- (b) enlarging the (living accommodation in an existing house owned by the employee concerned or jointly owned with his / her, wife / husband) provided that the total cost of the existing structure (excluding land) and proposed additions and expansions do not exceed <sup>1</sup> Rs.18,00,000 in the case of Class I and Class II officers and Rs.8,00,000 in the case of Class III and Class IV employees whichever is less.
- (c) repayment of a loan or an advance taken <sup>1</sup> from any financial institution provided that the Heads of Departments should satisfy that the other loans were taken by the employee entirely for the purpose of construction / purchase of house / flat.

## 6. Amount of Advance

- (a) Not more than one advance shall be sanctioned under these regulations to an employee during his entire service.
- (b) <sup>1</sup>Class I and II officers may be granted an advance not exceeding an amount equal to 50 times of Basic Pay + stagnation increment + NPA subject to a maximum of Rs.7,50,000/- or the actual cost of construction whichever is less in cases covered by Regulation 5 (a) above and Rs.1,80,000/- in cases falling under Regulation 5 (b) above.

Class III and IV employees may be granted an advance not exceeding an amount equal to 50 times of Basic pay + stagnation increment in cases covered by Regulation 5 (a) above and Rs. 1,80,000/- in cases falling under Regulation 5 (b) above.

- (c) The actual amount of advance to be sanctioned shall be determined by the Chief Engineer of the Port Trust on the basis of plans, detailed specifications and estimate to be furnished by applicants justifying to the amount of advance applied for and shall be restricted to the estimated cost of construction within the ceiling amounts prescribed above. <sup>1</sup>The true cost of land and construction of house or cost of enlarging living accommodation shall be restricted to 80% in rural areas. If the Head of Department certifies that the concerned rural area falls within the periphery of a town or city this can be sanctioned upto 100%. The amount of advance will further be restricted to the amount which an employee can repay partly from his gratuity / Death-Cum-Retirement Gratuity and partly by convenient monthly deductions from his pay before the date of his superannuation according to the service rules, applicable to him.
- (d) Recovery of the monthly installment of the advance shall be effected after the expiry of one year from the date of sanction of the advance by the Board.
- (e) <sup>1</sup> The repaying capacity of the employee will be calculated in the following manner.
 

a)	In the case of officials retiring after 20 years	35% of basic pay + stagnation increment + NPA
b)	In the case of officials retiring after 10 years but not later than 20 years	40% of basic pay + stagnation increment + NPA after adjustment of 65% of DCRG
c)	In the case of officials retiring within 10 years	50% of basic pay + stagnation increment + NPA after adjustment of 75% of DCRG

<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

## 7. Disbursement and Security

<sup>1</sup>(a) (1) Advance required Partly for the purchase of land and partly for constructing a single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :-

- (i) An amount not exceeding 40% of the sanctioned advance will be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan, on his executing an agreement in the prescribed form for the repayment of the advance. In all cases in which part of the advance is given for the purchase of land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the Head of Department concerned within two months of the date on which the above amount of 40 percent is drawn or within such further time as the Chairman / Head of Department may allow in his behalf failing which the applicant shall be liable to refund forthwith, the entire amount to the Board, together with interest thereon.
- (ii) An amount equal to 50 percent of the balance of the advance will be payable to the applicant on his mortgaging in favour of the Board the land purchased by him along with the house to be built thereon where such mortgage is permitted by the terms of the sale of land. In cases where the terms of the sale do not vest the title in the purchaser till a house is erected on the land, the applicant shall execute an agreement with the Board in the prescribed form agreeing to mortgage the land, together with the house to be built thereon, as soon as the house has been built and the title to the property is absolute.
- (iii) The balance of the sanctioned advance shall be payable when the construction of the House has reached plinth level.

(2) Advance required for constructing single storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :-

- (i) An amount equal to 50% of the sanctioned advance shall be payable to the applicant on his mortgaging in favour of the Board, the land purchased by him alongwith the house to be built thereon where such mortgage is permitted by the terms of sale of land. In cases where the terms of sale do not vest title in the purchaser till a house is constructed on the land, the applicant shall execute an agreement with the Board in the prescribed form agreeing to mortgage the land together with the house to be built thereon, as soon as the house has been built and the title to the property is complete.
- (ii) A further amount not exceeding 50% of the sanctioned advance shall be payable when the house has reached the plinth level.

(3) <sup>1</sup>Advance required partly for the purchase of land and partly for constructing a double storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :-

- (i) An amount not exceeding 30 percent of the sanctioned advance shall be payable to the applicant for purchasing a developed plot of land on which construction can commence immediately on receipt of the loan on his executing an agreement in the prescribed form for the repayment of advance. In all cases in which part of the advances given for the purchase of

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

land, the land must be purchased and the sale deed in respect thereof produced for the inspection of the Head of Department within two months of the date on which the above amount of 30 percent is drawn, or within such further time as the Chairman / Head of Department may allow in this behalf, failing which the applicant shall be liable to refund, forthwith the entire amount to the Board, with interest thereon;

- (ii) An amount equal to 50 percent of the balance of the advance shall be payable to the applicant on his mortgaging in favour of the Board, the land purchased by him along with the house to be built thereon, where such mortgage is permitted by the terms of the sale of land. In case where such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7 (a) (i) (ii) shall apply.
  - (iii) The balance of the sanctioned advance shall be payable when the construction of the house has reached the plinth level.
- (4) <sup>1</sup>An advance required only for constructing a double storeyed new house or enlarging living accommodation in an existing house shall be paid as follows :-
- (i) An amount equal to 50 percent of the sanctioned advance shall be payable to the applicant on his mortgaging in favour of the Board, the land purchased by him along with the house to be built there on, where such mortgage is permitted by the terms of the sale of land. In cases where such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7 (a) (i) (ii) shall apply.
  - (ii) The remaining 50 percent of the sanctioned advance shall be payable when the construction has reached the plinth level.

- (5) An advance required for purchasing a ready built shall be paid as follows:-

The Head of the Department may sanction the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicants executing an agreement for the repayment of the loan. The acquisition of the house must be completed, and the house mortgaged to the Board within three months from the date of the drawal 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 granted by the Head of the Department concerned.

- (6) An advance required for purchase construction of a new flat shall be paid as follows :-

The Head of the Department may sanction the payment of the entire amount required by, and admissible to the applicant, on the applicants, executing an agreement and complying with the provisions contained in Regulation 7 (b) (2) for the repayment of the loan. The amount may either be disbursed in one lumpsum or in suitable installment at the discretion of the Head of the Department. The amount so drawn or the installment so drawn by the applicant shall be utilised for the purpose for which it was drawn within one month of the drawal of the advance of the installments, failing which the advance or part of the advance so disbursed, together with the interest thereon shall be refunded to the Board forthwith unless an extension of the time limit is specifically granted by the Head of the Dept.

In the case of applications for advance for purchasing a ready built or acquisition of flat :-

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

- (i) The advance shall not exceed the actual cost of the ready built house or flat <sup>1</sup>50 times the monthly basic pay for class III & IV employees and 50 times basic pay + NPA subject to a maximum of Rs. 7.5 lakhs for class I and II officers.
- (ii) the advance shall be admissible only for an outright purchase and not for hire purchase of a house / flat.
- (iii) the employee should have the right to mortgage the house / flat to the Board straight away and
- (iv) the total cost of the house / flat shall not exceed the prescribed ceiling.

In the case of sale of flats / houses by Government quasi Government or Local bodies, Housing Boards, Development Authorities and the like, the applicants while submitting the applications need not enclose therewith any approved plans, estimates, valuation and utility (remaining life of the building) certificates. In such cases it will be presumed that the house / flat is in an approved / developed or a colony and that the house / flat has been constructed according to a properly approved plan and is of sound specifications and the building will atleast last for 20 years (the maximum period in which the advance with interest is recoverable the cost of the house / flat is reasonable. In such cases the application should be accompanied by the following documents, namely:-

1. An attested copy of a letter from the government Department / Quasi Government / Local Government organisation / Local body / Housing Board etc. as the case may be from whom the house / flat is to be purchased allotting or agreeing to allot the land and house (or the flat, as the case may be) and stating therein
    - a) the cost of the house and land / flat,
    - b) the conditions for sale,
    - c) the accommodation available therein,
    - d) whether they have permitted the employee to mortgage the land and the house / flat in favour of the Board as a security for the advance of such terms and conditions as the Board may prescribe
  2. An attested copy of the draft lease / sale deed for land and the house / flat.
- (7) Advance required for repaying a loan taken by the applicant for constructing a house shall be paid as follows:-

The Head of the Department may sanction the payment of the entire amount required by and admissible to the applicant in one lumpsum on the applicants executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house must be completed, and the house mortgaged to Board within three months from the date of the drawal 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 granted by the Head of the Department concerned.

- b) 1) In addition to the execution of the agreement / mortgage deed referred to in sub-paragraph (a) above, the following three categories of applicants shall also be required to furnish the surety of an approved permanent employee of the Board in the prescribed form before the sanctioned advance or any part thereof is actually disbursed to them.

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

- (i) All applicants who are not permanent employees of the Board.
- (ii) all applicants who are due to retire from service within a period of eighteen months following the date of application for the grant of advance.
- (iii) all applicants who are permanent employees of the Board but not covered by sub-paragraph (ii) above, if they require the advance for repayment of earlier loan / loans taken for constructing / purchasing a house.

**NOTE** (i) The liability of the surety will continue till the house built / redeemed is mortgaged to the Board or till the advance together with interest due thereon is repaid to the Board which-ever occurs earlier.

(ii) Utilisation of the advance for a purpose other than that for which it is sanctioned shall render the employee liable to suitable disciplinary action under the Cochin Port Employee (CC&A) Regulations, 1964 or under any other rules of service applicable to the employee. He may also be called upon to refund to the Board forthwith, the entire advance drawn by him together with interest accruing thereon in accordance with regulation 8 of these regulations.

<sup>1</sup>iii) The period for producing the sale deed in respect of the developed plot of land referred to in sub-regulation (a) (1) (i) and (a) (3) (i) shall be extended by the Head of Department by a reasonable time after satisfying himself that the applicant has either already paid the cost of the land or is likely to pay it immediately, that the extension of time will enable him to acquire the title, to the land and that he has every intention of building a house and will be in a position to complete the construction of the house by the 18th month after the date of the drawal of the first installment of the advance or within such period by which the time for the completion of the house is extended under Regulation 9 (a) (ii).

(2) In addition to the compliance with the above provisions contained in sub-regulation (a) and (b) (1) above the applicant who desires to construct a house or purchase a ready built flat should furnish adequate collateral security as laid down under rule 274 of the compilation of the General financial Rules (Revised and Enlarged) , 1963, to the satisfaction of the Head of the Department whenever the land on which the house / flat stands is not mortgaged by the applicant in favour of the Board as a security towards repayment of the advance.

**8.** <sup>2</sup>Interest on advance shall carry simple interest from the date of advance. The amount of interest shall be calculated on the balance outstanding on the last day of each month. The rate of interest on House Building Advance granted to the Port employees under these Regulations will be the same as made applicable by the Central Government to its employees for this purpose from time to time

**9. Construction, maintenance etc.**

(a) The Construction of a house flat or addition to living accommodation in an existing house (as the case may be) shall be:-

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

<sup>2</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02



- (i) Carried out exactly in accordance with the approved plan and specifications on the basis of which amount of the advance has been computed and sanctioned. The plan and specifications must not be departed from without the prior written concurrence of Board. The employee shall certify, when applying for installments of advance admissible at the plinth roof level, that the construction is being carried out strictly in accordance, with the plan and estimates furnished by him to the Board, that the construction has actually reached the plinth roof level and that the amount already drawn has actually been used in the construction of the house / flat. The Head of Department may, if necessary, arrange to have an inspection carried out to verify the correctness of the certificate.
  - (ii) Completed within eighteen months on the date on which the first installment of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advanced to him (together with interest thereon calculated as in Regulation 8 above) in one lumpsum. An extension of time limit may be allowed upto one year by the Head of Department and for longer period by the Chairman, in those cases where the work is delayed due to circumstances beyond the employee's control. The date of completion must be reported to the chairman and to the Head of Department concerned forthwith.
- (b) Immediately on completion, employee concerned shall insure the house / flat at his own cost with the life Insurance Corporation of India for a sum not less than the amount of the advance and shall keep it so insured against damage by fire, flood and lightning till the advance is fully repaid to the Board and deposit the policy with Board. The premia must be paid regularly and the premium receipts produced for inspection by the appropriate authority (Head of the Office or Department concerned). The Head of the Department shall obtain from the employee drawing the advance a letter to the insurer with whom the house is insured, to notify to the latter the fact that Board is interested in the insurance policy acquired. The Head of Department shall himself forward the letter to the insurer and obtain his acknowledgement in the case of insurance effected on annual basis, this process shall be repeated every year until the advance has been fully repaid to the Board.
  - (c) The house / flat must be maintained in good repair at his own cost by the employee concerned. He shall also keep it free from all encumbrance and shall continue to pay all the municipal and other local rates and taxes regularly until the advance has been repaid to the Board in full. The employee shall furnish an annual certificate to the effect to the Head of the Department.
  - (d) After the completion of the construction / purchase of the house / flat, annual inspection may be carried out by any authorised officer under instruction from the Head of the Department concerned, to ensure that it is maintained in good repair until the advance has been repaid in full. The employee concerned, shall afford full facility for these inspections to the officer / s authorised in this behalf.

**Note:-** Furnishing a false certificate shall render the employee concerned liable to suitable disciplinary action under the rules of service applicable to him. He may also be called upon to refund to the Board forthwith the entire advance drawn by him together with interest accruing thereon in accordance with regulation 8 of these regulations.

## 10. Repayment of the advance

- (a) The advance granted to an employee under these regulations together with the interest thereon shall be repaid in full by monthly installments within a period not exceeding 20 years. First the recovery of the advance shall be made in not more

than 180 monthly installments and then interest shall be recovered in not more than 60 monthly installments.

**Note:**

- (i) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last installment when the remaining balance including any fraction of rupee shall be recovered.
  - (ii) <sup>1</sup>Recovery of advance granted partly for purchase of land and partly for construction shall commence from the pay of the month following the completion of the house or the pay of the 24th month after the date on which the installment for purchase of land is paid to the employee, whichever is earlier. Recovery of advance granted for constructing a new house / flat or enlarging living accommodation in an existing house shall commence from the month following the completion of the house / flat or the 18th month after the date on which the first installments of the advance is paid to an employee of the Board, whichever is earlier. In the case of advance taken for purchasing a ready built house / flat or for repaying earlier loans (including those from private parties ) taken for constructing a house, recovery shall commence from the pay of the month following that in which that advance is drawn.
  - (iii) It will be open to an employee 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 they are due to retire from service.
  - (iv) In order to avoid undue hardship to an employee who is due to retire within 20 years of the date of the application for the grant of an advance and who under the previous rules applicable to him is eligible for the grant of a gratuity or death-cum-retirement gratuity, the Head of the Department may permit him to repay the advance with interest in convenient monthly installments the amount of which shall not be less than the amount of monthly installments worked out 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 provision in the prescribed agreement and mortgage deed to the effect that 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.
  - (v) In case the employee does not repay the balance of the advance due to the Board on 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 recover the balance of the advance due together with interest and cost of recovery by sale of the house or in such other manner as may be permissible under the law.
- (b) Recovery of the advance shall be affected through the monthly pay / leave salary / subsistence allowance bills of the employee concerned by the Head of the office or the Financial Adviser and Chief Accounts officer of the Board, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of the Chairman of the Board. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by the Head of the Department, if considered necessary after obtaining the concurrence of the Chairman of the Board.
- (c) If an employee ceases to be in service for any reason other than normal retirement superannuation, or if he dies before repayment of the advance in full the entire

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

outstanding amount of the advance shall become payable to the Board forthwith. The Board may however, in deserving cases, permit the employee concerned, or his successors in interest, as the case may be, or the sureties in cases covered by regulation 7 (b) 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 calculated as in regulation 8 above in suitable installments. Failure on the part of the employee concerned or his successors (as the case may be) to repay the advance for any reason whatsoever, will, entitle the Board to enforce the mortgage and take such other action to effect recovery of the outstanding amount as may be permissible.

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

## 11. Procedure for dealing with applications

- a) Applications should be submitted by the employees to the Head of the Department in the prescribed form (in duplicate) through proper channel. The following documents should accompany the applications namely :-
- i) A declaration in regard to house, property if any owned by the applicant or the applicant's wife / husband / minor children at the time of application.
  - ii) If the advance is required for enlarging living accommodation in an existing house or for repaying earlier loans taken for constructing a house / flat an attested copy of the sale deed as well as of other documents if any establishing that the applicant possesses indisputable title to the property in question is free from encumbrances. A site plan should also be furnished where advance is required for repayments of earlier loan (s): authentic evidence indicating the outstanding amount (s) of the loan (s) in question.
  - iii) In all cases where applicants happen to be in possession of land and desire to build a new house / flat on it, a copy of the sale deed or other proof of the applicant having clear title to the land on which the house is proposed to be built along with a site plan .
  - iv) In cases where the applicant desires to purchase a flat an attested copy of a letter from the seller of the flat to the effect that subject to the settlement and payment of the price, he is in a position to hand over the vacant possession of a clearly distinguishable flat to the applicant, within a period of two months from the date of his letter.
  - v) <sup>1</sup>An undertaking from an applicant who has been allotted departmental quarters and also wants to construct or purchase a house within the limits of Cochin Corporation including the sub-urban area coming within 20 kilometers by the shortest route by road and or water from his normal place of duty in the port of the effect that he / she will vacate the Departmental quarters immediately on purchase of house or on completion of construction of the house as the case may be.
- b) The Heads of Departments will scrutinize the applications and satisfy themselves as to the correctness of the facts stated therein. They will also examine the title deeds furnished in compliance with clauses (ii) and (iii) of sub-regulation (a) of this regulations (in consultation with Board's Law Officer and the Revenue and

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<sup>1</sup> Inserted w. e. f. 21-9-1987 vide Ministry Notification No. PW / PER - 35 / 85 dated 21-9-87 published in Gazette of India under GSR 807 (E) dated 21-9-87

Registration Authorities if necessary) to make sure that the applicant does in fact, possess a clear title to the property in question and that the property is free from encumbrances. After this has been done the Head of Departments will forward the applications to the Chairman along with their recommendations.

- c) The Chairman's Office will examine the applications in consultation with the Financial Adviser and Chief Accounts Officer with reference to the priorities if any, laid down for dealing with them subject to funds being available, the applications will be returned to the Heads of the Departments concerned indicating:-
- (i) The amount of advance that may be sanctioned by the Head of Departments where it happens to be required for purchasing a ready built house, or for repaying a loan taken for constructing a house <sup>1</sup>or partly for purchasing a plot of land.
  - (ii) The monetary limit upto which the grant of an advance, could be considered in due course, in other cases namely for constructing a new house or for increasing the living accommodation in an existing house.
- d) On receipt of the approval of the Chairman, Cochin Port Trust.
- (i) formal sanction to the grant of an advance in the case covered by sub-regulation (c) (i) above will be accorded by the Head of the Department concerned who shall satisfy himself in consultation with the Board's Law Officer (Boards Legal Authorities where ever necessary) and the Revenue and Registration authorities, that the applicant does, in fact possess a clear and marketable title to the property exclusive of title to plot of land in the case of flats free from encumbrances and attachments. The Head of Department shall also arrange to complete the prescribed formalities such as execution of agreement, mortgage deed, surety bond etc, in the prescribed forms (in consultation with the appropriate Legal Authorities where necessary) and then authorise disbursement of an appropriate amount of the sanctioned advance to the applicant.
- <sup>1</sup>Where land or a ready built house is intended to be purchased utilising the advance, the Head of Department may, before authorising payment of advance, also require the employee concerned to certify that negotiations for the purchase have reached a final stage, that the purchase price is not likely to be less than the amount of the advance sanctioned and that he has satisfied himself that the transaction will enable him to acquire an indisputable title to the land / house in question. In such cases the documents of title should be examined by the Head of Department carefully ( in connection with the Boards Law officer / Legal Advisor wherever necessary ) to ensure that the seller of the land or ready built house has a clear and marketable tile to the property exclusive of title to plot of land in case of flats in question. It should also be verified that the market value of the land / house purchased is not less than the advance sanctioned.
- (ii) The Head of Department shall instruct applicants desirous of constructing a new house / flat or enlarging living accommodation in an existing house to furnish two copies of plans as well as specifications and estimates in the prescribed proforma. The plan must be got duly approved by the municipality or other local body concerned before submitting them to the Chairman.
- e) The plans, specifications and estimates referred to in sub-regulation (d) (ii) above should be referred to the Chairman with reference to the earlier correspondence on

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

the subject. The Chairman's office will, after examining all these details in consultation with the Financial Adviser and Chief Accounts Officer, inform the Head of the Department to the maximum amount of the advance that could be granted to the applicant concerned. On receipt of the approval of the Chairman, the Head of the Department will accord formal sanction to the grant of the advance or if necessary amend the original sanctions issued in cases where the advance is required. The Head of the Department shall also attend to all formalities as explained in sub rule (d) (i) above and then authorise disbursement of the first installment of advance for constructing purposes to the applicant. The payment of the remaining installments of advance may be authorised by the Head of the Department direct on the basis of certificates to be furnished by the applicants as prescribed in rule II (a) and such inspections as may be deemed necessary. It should also be verified before disbursing the last installment of the advance that the development of the site has been completed [vide rule 7 (a) above]

**Note:** While authorising disbursement of an installment of an advance as prescribed in Regulation II (d) or II (e) the Head of the Department will attach a certificate to the effect that the required formalities in pursuance of which the installment has become due, have been complied with.

- f) The Head of Department will obtain all the requisite documents and follow the formalities prescribed in the regulations before authorising disbursement of the advance in approved installments.

The Head of the Department shall also ensure that the construction of the house is completed within the period prescribed in the rules, and that:-

- (i) <sup>1</sup>In cases covered by 7 (a) (i) and 7 (a) (3) (excepting cases involving enlargement of living accommodation in existing houses) the agreement in the prescribed form is duly executed by the employee concerned, before disbursement of the first installment of advance and that after purchasing the land, charge by way of mortgage by deposit of title deed is created immediately on purchase of the land or the house and premises as the case may be and the documents kept in safe custody before drawing the second installment of the advance.

**Note:** All the past cases in which charge by way of equitable mortgage by deposit of title deeds has been created in respect of HBA sanctioned will come within the purview of this sub-clause and the cases where mortgage deeds have been registered shall not be re-opened.

- (ii) <sup>1</sup>In cases covered by Regulation 7 (a) (2) and 7 (a) (4) and in all cases involving enlargement of living accommodation in existing houses charge by way of mortgage by deposit of title deed should be created before drawing the first installment of advance
- (iii) <sup>1</sup>In cases covered by Regulation 7 (a) (5) and in cases where the terms of sale of land do not vest the title in the employee till a house is erected on the land, the agreement in the prescribed form is to be executed and deposited with the Heads of Department before disbursement of the sanctioned advance or any portion thereof. Immediately on purchase of the house or immediately after vesting of the title in favour of the employee on erection of house, change by way of mortgage by deposit of title deed is to be created within three months of the drawal of the advance in case covered by Regulation 7 (a) (5) and in other cases falling under this sub-regulation, within three months of the date of vesting of title in favour of the employee.

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

- (iv) <sup>1</sup>In all the aforesaid cases, the employee shall establish his marketable title to the property in accordance with the procedure prescribed by Board before execution of deposit of the title deed. In cases where the terms of sale do not vest the title to the land in favour of the employee till a house is erected on the land, it shall be ensured before execution of the agreement in the prescribed form, that the employee will be in a position to acquire a clear and marketable title, free from all encumbrances and attachments on erection of the house.
  - (v) the house is insured in the manner indicated in regulation 9 (b) above immediately on its completion / redemption and that the premium receipts are regularly produced for inspection.
  - (vi) the house is maintained in good repair and that the necessary insurance premia, land tax and municipal rates and taxes are paid regularly; and the requisite certificate furnished annually until the advance has been repaid in full.
  - (vii) the monthly recovery of installments of repayment of advance commences from the due date and is made regularly from monthly pay / leave salary / subsistence allowance bills of the employee concerned thereafter.
  - (viii) in the case of employees likely to retire within 18 months of the date of their application for the advance (see regulation 7 (b) above) the amount of their provident fund and gratuity will be adequate to cover the balance of the advance outstanding against them just before the date of their retirement and that in such cases any application for advance withdrawal from this provident fund subsequent to the grant of house building advance under these rules, should not be ordinarily entertained.
  - (ix) any amount drawn in excess of the expenditure incurred is refunded by the employee concerned to the Board forthwith together with the interest if any due thereon; and
  - (x) the property mortgaged to the Board is released immediately on the repayment of the advance and the interest thereon in full.
- g) To enable the Chairman to watch the disbursement of the funds and the progress on the construction of houses, each department will sent to the Secretary a consolidated quarterly progress report (in respect of all the Department and offices under him) by the end of the month following the quarter to which it relates in the prescribed proforma.

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<sup>1</sup> Substituted vide Ministry's letter No. H-11011/5/ 2000-PE-I and published in the Gazette of India under GSR 796 (E) dated 4-12-02

**Application form for use by the employees of the Board for the grant of an advance under the rules regulating the grant of advance to the said employees for building etc., of houses.**

1. (a) Name (in block letters)  
(b) Designation  
(c) Scale of pay  
(d) Present pay
  
2. (a) Office in which employed  
(b) Head of the Department  
(c) Office where posted
  
3. Please state :-
  - (i) Whether you are a permanent or non-permanent employee of the Board, and the length of service in the Cochin Port Trust.
  - (ii) (a) Your permanent post if any, and the name of the office and the head of the department concerned.  
(b) Do you hold a permanent appointment under a state Government. If so give particulars
  - (iii) Date of birth and age on the next birthday
  - (iv) Date on which you will attain the age of 58 years.
  - (v) Is your husband / wife an employee of the Board? If so give his / her name, designation and other particulars relating to.
  
4. Do you or does your wife / husband / minor child already own a house (see rule 2 (b)) if so please state :-
  - (1) Station where it is situated with exact address
  - (2) Floor are ( in sq. metre )
  - (3) Its approximate valuation ( supporting its documents )
  - (4) Reasons for desiring to own another house, or enlarging living accommodation in an existing house, as the case may be.
  - (5) Do you require the advance for building a house? If so please indicate:-
  
5. (a)
  1. Approximate floor area of the house proposed to be constructed in sq. metre.
  2. Estimated cost of land
  3. Cost of building
  4. Total
  5. Amount of advance required
  6. No of years in which the advance with interest is proposed to be repaid.

Note: Entries in columns 2-4 will have to be supported by specifications, estimates (in the enclosed forms) and plan at the appropriate stage.

(b) Whether you are already in possession of the land ? If so, please state

1. Name of the city or town or panchayat where it is located.
2. Whether you wish to settle there after retirement.
3. Area of the plot (in sq. meters)
4. Name of the municipal or other local authority (if any) in whose jurisdiction it is located.

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

1. Number of rooms in the house (excluding lavatory, bath room and kitchen)
2. Total floor area of the room (in s.q. metre)
3. If an additional storey is proposed to be added is the foundation strong enough?
4. Particulars of addition desired
  - (a) Number of rooms
5. Floor area ( in sq. metre )
6. Estimated cost
7. Amount of advance desired
8. Number of years in which the advance with interest is proposed to be repaid.

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

7 (a) Have you availed of any loan or advance for the acquisition of house or land from any other source.

(b) Do you require the advance for repaying loan (s) taken earlier for constructing a house? If so, please state :-

1. Exact location of the house
2. Floor area of the house (in sq. metre)
3. Plinth area of the house (in sq. metre)
4. Total cost of the house (including land)
5. Name and address of the parties, from whom loans were taken, and the amounts outstanding in their favour on the date of application.
6. Amount of advance required.
7. Number of years on which the advances with interest is proposed to be repaid.
8. The amount withdrawn from Provident Fund for Construction / acquisition of house / land.

Note:- A plan of the house and specification used in construction should accompany the application.



- 8 If the land on which the house stands, or is proposed to be constructed, free hold or leasehold? If leasehold, state:-
- (1) The term of the lease
  - (2) How much of the term has already expired
  - (3) Whether conditions of the lease permit the land being mortgage / to Government / or to any other person.
  - (4) Premium paid for the plot.
  - (5) Annual rental of the plot

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

- 9 (a) Is your title of the land undisputed and free from encumbrances.
- (b) Can you produce, if required original documents (sale or lease deed) in support of your title? if not, state reasons therefore indicating what other documentary proof, if any, you can furnish in support of your claims ?
- (see items 5 (b) 6 and 7 above)
- (c) Does the locality in which the plot of land is situated, possess essential service like roads, water supply, drainage, sewage, street lighting etc? (Please furnish a site plan with complete address)

- 10 In case you happen to be due to retire from service within 20 years of the application do you undertake to repay the outstanding balance of the advance by making a final (house building) withdrawal from your provident fund and / or authorised the Board of Trustees to adjust the remaining balance against any gratuity that may be admissible to you,

- 11 Is regulation 7 (b) applicable to your case? If so state :-
- (i) the name, designation, scale of pay, office / department of the permanent employee of the Board who is willing to stand surety for you
  - (ii) the date on which the proposed surety is due to attain the age of 58 years.

**DECLARATION**

I solemnly declare that the information furnished by me in reply to the various items indicated above is true to the best of my knowledge and belief.

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

3. I Certify that

- (i) my wife / \* husband is not an employee of the Board, my wife / husband who is an employee of the Board has not applied for and / or obtained an advance under these regulation.
- (ii) neither I nor my wife / husband has applied for and / or obtained an advance or loan from any other Govt. source for the acquisition of a house.

Station :

Signature of the applicant  
Designation

Dated :

Department / Office in which employed

\* Strike out the alternatives not applicable

(To be completed by the applicant's Head of the Department)

Endt No.....Dated.....

Forwarded to the Chairman.

The facts stated in the application have been verified and found correct. It is recommended that an advance of Rs..... (Rupees.....) may be granted to the applicant. I have satisfied myself, on the basis of monthly deductions etc. made from the applicant's salary that this amount is well within his / her repaying capacity.

I am also satisfied that there will not be any legal disability in recovering the advance.

\* Signature  
Designation  
Name of the Head of Department

\* Name of the signing Officer should also be indicated in block letters below his signature.

**FORM No. I**

To

The Chairman,  
Cochin Port Trust,  
Cochin - 682 009

Dear Sir,

I confirm having deposited with you at Willingdon Island in the city of Cochin on .....the following documents with intent to create equitable mortgage in favour of the Cochin Port Trust Rs..... (Rupees .....) together with interest due to the Cochin Port Trust being the amount agreed to be advanced to me for the purpose of (Purchase of land and construction of building / construction of building / outright purchase of a building with land / enlarging living accommodation of existing house. )

**LIST OF DOCUMENTS**

1.

2.

3.

Yours faithfully,

Place  
Date

(Designation)  
Name of office to which attached

**FORM No. I**

**ABSTRACT**

**Cost of original estimates and detailed specifications (Based on the details in Form No. 2) for grant of advance to the Port Trust employees for building of house.**

Amount Rs.....

Name:

Designation :

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

I. (a)

1. Item No.
2. Sub-Head and items of work
3. Quantity or No.
4. Rate
5. Per
6. Amount
7. Total

(b)

1. Earth Work  
(Earth work excavation for foundation 100 and disposing of surplus earth etc.)

II. Concrete work

(Foundation concrete with cement or lime using stone or brick ballast or rubble either below floors or for footings)

III. Damp proof course

(Concrete on rich cement mortar or bitumanastic compound)

IV. Roofing work

(R.C.C. Asbestos or any other type of suitable roof)

V. Reinforced cement concrete

VI. Masonry

(Brick, stone, concrete Blocks, rubble walls etc.)

VII. Wood work

(For doors and windows, wooden scantlings for roof etc.)

VIII. Steel work

(For reinforcements, holdfast, window bars etc)

- IX. Flooring  
(Concrete, Stone or Marble chips etc.)
  
- X. Finishing  
(Plastering, pointing, colour or white washing, painting etc)
  
- XI. Miscellaneous  
(Like rain water pipes, Shelves, Jalties, Chulas, Pegs, Hooks for fans, etc)
  
- XII. Sanitary Installations  
(Closets, connections pipes, manholes, drains, etc.)
  
- XIII. Water Supply  
(Taps, water meters, water tanks, G.I pipes etc.)
  
- XIV. Electricity  
(Electric points, meters, connection lines etc. )

TOTAL COST

**Signature of the Applicant**

**FORM No. II****Detailed estimates for an advance to Cochin Port Employees for the building of a house (Detailed estimate sheet to support the quantities given in Form I)**

Name :

Designation :

Office to which attached :

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

Sl. No.	Details of work	No.	Measurements			Quantity
			Length	Breadth	Height	
1	2	3	4	5	6	7

**1. EARTH WORK**

1. Earthwork excavation in all soils for foundation and other trenches and depositing the same within one chain bed and upto 5'-0" lift.
2. Front wall
3. Rear Varandah retaining wall Outside wall
4. Common walls between rooms W.C. front and rear
5. Do Side Steps in front and rear
6. Total earth work
7. Refilling the excavated earth etc. Continue details for all items as given in sample form No.I

**Signature of the  
applicant**

**Date.....**

**FORM No. III****Form of Agreement to be executed at the time of drawing an advance by Cochin Port Trust Employees for Building etc. of houses vide Regulations 7 (a)**

AN AGREEMENT MADE THIS ..... day of .....Two thousand .....Between.....son daughter of ..... at present serving as ..... (hereinafter called the. The borrower, which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, representatives and administrators) of the one part and Board of Trustees of the Port of the Cochin (hereinafter called the Port Trust Board which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns ) of the other part. WHEREAS the borrower desires to construct a house thereon or enlarge living accommodation in her / his house .....<sup>17</sup> repay a loan taken by the mortgagor for construction described in the schedule hereto annexed and WHEREAS the Borrower has under the provision of the rules framed by the Port Trust Board to regulate the grant of advance to Cochin Port Trust Employees for building etc, of houses and issued with the Cochin Port Trust in their letter No..... dated..... (hereinafter referred to as the 'said rules' which expression shall, where to context so admits, include any amendment thereof or addition thereto for the time being in force) applied to the Board of Trustees for an advance of Rupees .....and the Port Trust Board has sanctioned an advance of Rupees .....to the Borrower vide the office order No..... dated .....a copy of which is annexed to this presents for the purpose aforesaid on the terms and conditions set forth therein NOW IT IS HEREBY AGREED by and between the parties hereto that in consideration of the sum of Rupees..... paid / to be paid by the Board of Trustees to the Borrower hereby agrees with the Board of Trustees.

- (1) to repay to the Board of Trustees the said amount with interest calculated in accordance with the said rules for the time being in force by monthly installments of Rupees ..... to be deducted from his pay as provided for by the said rules from the month of .....two thousand.....and the Borrower hereby authorises the Board of Trustees to make such deductions from his monthly pay / leave salary / subsistence allowance bills.
- (2) (a) within three months from the date of receipt of the aforesaid advance of Rs..... (Rupees.....) to expend the aforesaid amount <sup>1</sup> (in the repayment of the loan taken by the borrower) for constructing and to complete the acquisition, redemption of the said house and mortgage it to the Board of Trustees failing which the borrower shall refund the advance together with interest to the Board of Trustees forthwith unless an extension of time is granted by the Board of Trustees.  
 (b) to complete construction of the said house within eighteen months of ..... strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Board of Trustees.
- (3) If the actual amount paid for redemption of the house is less than the amount received under these presents by the Borrower to repay the difference to the Board of Trustees forthwith.

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<sup>17</sup> mention whatever is applicable

- (4) To execute a document mortgaging the said house / land along with the house to be built thereon on the Board of Trustees 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.
- (5) And it is hereby further agreed and declared that (if the house is not redeemed and mortgaged within 3 months of the drawal of the advance) or if the borrower fails to complete the construction of the said house as herein before agreed, or if the borrower becomes insolvent or quits the service of the Cochin Port Trust or dies, the whole amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Board of Trustees.
- (6) And it is hereby lastly agreed and declared that the Board of Trustees 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.
- (7) Without prejudice to any other right of the Board of Trustees in that behalf, if any amount becomes refundable or payable by the borrower to the Board of Trustees the Board of Trustees will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

In witness where of the Mortgagor has hereunto set his hand and the Board of Trustees has caused Shri..... in the office of .....  
 ..... for and on his behalf to set his hand hereunto

The Schedule above referred to

Signed by the said Borrower in the presence of

.....  
 (Signature of the Borrower)

Ist witness

Address

Occupation

IIInd witness

Address

Occupation

Signed by Shri.....in the office of..... for and on behalf of the Board of Trustees of the Port of Cochin in the presence of:

Ist witness

Address

Occupation

IIInd witness

Address

Occupation



**FORM No. IV**

**Rules to regulate the grant of Advance to Cochin Port Employees for building etc. of houses**

**SURETY BOND / VIDE REGULATION 7 (b)**

KNOW ALL MEN BY THESE PRESENTS THAT I..... son of ..... resident of ..... in the district of..... at present employed as a permanent..... in the (hereinafter called "the surety") am hold and firmly bound unto the Board of Trustees of the Port of Cochin (hereinafter called "Board of Trustees" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns ) in the sum of Rs..... (Rupees..... only) to be paid to the Board of Trustees FOR WHICH PAYMENT TO be well and truly made I hereby bind myself, my heirs, executors, administrators, and representatives firmly by these presents. As witness my hand this..... day of ..... one thousand nine hundred and.....

WHEREAS..... Son of ..... a resident of..... in the district of ..... employed as Temporary / Permanent..... in the ..... (hereinafter called "the Borrower") <sup>18</sup> (but is due to retire on .....) applied to the Cochin Port Trust Board for an advance of Rs..... for the purpose of constructing a new house or enlarging living accommodation in an existing house repayment of earlier loan (s) taken for construction and where as the Board of Trustees sanctioned the payment of Rs.....(Rupees ..... only ) under the Rules framed by the Board of Trustees to regulate the grant of advance to the Cochin Port Trust Employees for building etc. of houses issued by the Board of Trustees.

AND WHEREAS THE Borrower has undertaken to repay the said amount in .....monthly installments AND WHEREAS the borrower has further undertaken to Mortgage the house built / redeemed with the help of the said amount and to observe the provisions of the said Rules. AND WHEREAS in consideration of the Board of Trustees having agreed to grant to aforesaid advance to the borrower the Surety has agreed to execute the above bond with such conditions as hereunder is written.

NOW THE CONDITION OF THE OBLIGATION is such that if the Borrower shall while employed in the said or any other office ..... duly and regularly pay or cause to be paid to the Board of Trustees the amount of the aforesaid advance owing to

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<sup>18</sup> Strike out if not required.

the Board of Trustees by installments until the said sum of Rs.....  
 (Rupees.....only ) shall be duly paid or mortgages  
 to the Board of Trustees the house built / redeemed referred to above whichever event  
 happens earlier, then this bond shall be void, otherwise the same shall be remain in full force  
 and virtue, BUT SO NEVERTHELESS that if the Borrower shall die or become insolvent or  
 at any time cease to be in the service of the Board of Trustees the whole or so much of the  
 said principal sum of Rs..... (Rupees.....only)  
 together with the interest as shall then remain unpaid shall immediately become due and  
 payable to the Board of Trustees and recoverable from the Surety in one installmentby virtue  
 of this bond.

The obligation undertaken by the Surety shall not be discharged / or in any way affected by  
 an extension of time or any other indulgence granted by the Board to the said Borrower,

Signed and delivered by the ..... at day.....20.....

Signature of the Surety

Designation

Office to which attached

In the presence of

(i)

(ii)

Signature, Address and occupation of the witness

Signed by Shri..... in the office for and on behalf of the  
 Board of Trustees of the Port of Cochin in the presence of

Ist witness

Address

Occupation

IInd witness

Address

Occupation

**FORM No. V**

**Rules to regulate the grant of Advance to Cochin Port Trust Employees for building etc. of houses**

**Form of Reconveyance for House Building Advance vide Rule 10 (d)**

THIS DEED OF RECONVEYANCE IS MADE THE ..... day ..... between the Board of Trustees of the Port of Cochin (hereinafter called the mortgage which expression shall unless excluded by or repugnant to the subject or context include his successors office and assigns) of the one part and ..... of (herein after called the mortgagor which expression shall unless excluded by or repugnant to the subject or context include his / her heirs, executors, administrators and assigns) of the other part.

WHEREAS by an indenture of mortgage, dated the..... of .....20 ..... and made between the mortgagor of the one part and the Mortgagee of the other part and registered at ..... in Book..... volume .....page.....to..... as No..... for (hereinafter called the PRINCIPAL INDENTURE), the Mortgagor by the said Principal Indenture mortgaged the property at ..... and more particularly described in the Schedule hereunder written to the Mortgagee to secure an advance of Rs..... made by the Mortgagor.

AND WHEREAS ALL MONEY due and owing on the security of the PRINCIPAL INDENTURE have been fully paid and satisfied and the mortgagee has accordingly at the request of the Mortgagor agreed to execute a reconveyance of the Mortgaged premises as in hereinafter contained NOW THIS INDENTURE WITNESS that the pursuance of the said agreement and in consideration of the premises the Mortgagee do hereby grant assign and reconveyance unto the Mortgagor, ALL THAT THE piece of land situated and comprised in the said Principal indenture and more particularly described in the Schedule herein under written with their rights easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates right title interest property claim and de-mand whatsoever of the Mortgagee into out of or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herein before expressed to be hereby granted as-signed and reconveyed unto and to the use of the Mortgagor, for ever freed and discharged from all moneys intended to be secured by the said principal indenture and from all actions, suits, accounts claims 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 MORTGAGEE hereby conveys with the MORTGAGOR that the Mortgagee has not done or knowingly suffered or been partly or privy to anything whereby the said premises or any part thereof, are / its or can be impeached, incumbered or affected in title estate of otherwise however in witness whereof the Mortgagor has hereunto set his hand the Board of Trustees has caused Shri.....in the office of..... for and on his behalf to set his hand hereunto

**SCHEDULE ABOVE REFERRED TO**

Signed by  
of the Mortgagee in the presence of

for and on behalf

(No. A /572 /62 dated 3-8-1971)

Approved vide ministry's letter No. 6- PE (10) / 67 dated 12-7-1971.

(Published in the Kerala Gazette dated 14-9-1971)