

Mormugao Port Employees(Grant of Advances for Building of Houses)Regulations,1973

In supersessions of the Notification No. MPT/IGA(65)/72 dated 1/3/1972 published in the official Gazette Nos. 8 and 9, series I of 25/5/72 and 1/6/72 respectively, the following draft of the revised Regulations adopted by the Board of Trustees are hereby published in terms of Section 124(2) of the Major Port Trusts Act, 1963.

In exercise of the powers conferred by Section 28 read with section 124 (1) and (2) of the Major Port Trusts Act, 1963 (38 of 1963), the Board of Trustees of the Mormugao Port Trust, hereby makes the following regulations namely:-

1. 1. **(A)SHORT TITLE AND COMMENCEMENT:-**

(i) These regulations may be called the Mormugao Port Employees, (Grant of Advance for Building of Houses) Regulations, 1973.(ii) They shall come into force on the date of their publication in the Official Gazette.(B) DEFINITIONS:-

(i) Board/Chairman:- In these regulations unless the context otherwise requires, the terms ‘Board’ Chairman/Dy. Chairman and Head of Department shall have the meaning assigned to them in the Major Port Trusts Act, 1963.

2. **ELIGIBILITY:-**

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

(a).permanent employees of the Board;

(b).employees of the Board not falling in category (a) who have rendered at least 10 years continuous service, provided that 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 and mortgaged to the Board.

NOTE: (i) “Employees” means employees of the Board of Trustees of Mormugao Port but does not include casual or daily rated labour, it does not include deputationists to the Mormugao Port Trusts from the Central Government, State Government, Public Sectors undertaking and other Organisations in whose case,

applications for the grant of house building advance should be processed to finality by the parent department.

(ii) In case were both the husband and wife happen to be employees of the Board and are eligible for the grant of advance, it shall be admissible to only one of them.

1. **CONDITIONS TO BE FULFILLED:**

(a).The cost of the house to built/purchased excluding the cost of the plot should not exceed as below:

(i) 150 times of (Basic Pay + NPA + Stagnation Increment) subject to minimum of Rs. 1.50 lakhs and maximum of Rs. 18.00 lakhs.

The applicant should not have availed of any loan or advance for the acquisition of a house from any other Government source e.g. the Department of Rehabilitation or Life Insurance Corporation or a Central or State Housing Scheme. Where, however the loan advance etc. already availed by an applicant does not exceed the amount admissible under these regulations, it would be open to him to apply for the advance under these regulations on the condition that the employee undertakes to repay the outstanding loan advance etc. together with interest if any thereon forthwith in one lumpsum, to the Ministry/Department concerned.

In case where an employee make (or had made) a final withdrawal from his Provident Fund Account in connection with construction/acquisition of a house or a residential plot, in addition to availing of an advance sanctioned under these Regulations and that withdrawn from the Provident Fund, should not exceed 150 times the basic pay of the employee subject to a minimum of Rs.1.50 lakhs and maximum of Rs. 18.00 lakhs.

(b).Neither the applicant, nor the applicant's wife/husband/minor child should own a house. However, this condition may be relaxed by the Board/Chairman/Dy. Chairman in exceptional circumstances; as for example, if the applicant or the applicant's wife/hus-band/minor child owns a house in the village, and the applicant desires to settle down in a town; or where an applicant happens to own a house jointly with other relations, etc. and he desires to build a separate house for himself. House Building Advance may however, be granted to an employee who owns the land/house jointly with his wife/her husband, if otherwise admissible.

(c)The floor area of the house to be constructed or purchased must not be less than 35 sq. meters.

NOTE: For the purpose of this and other Regulations, notes, forms, of mortgage, etc. appended to these Regulations, the term 'House' also includes a flat unless the context otherwise warrants.

(d)The advance shall not be admissible to the employee in whose case there may be legal difficulty in recovering the advance.

(e)The advance shall be admissible to the employee to purchase new and unlive house/flats only.

4. **PURPOSES FOR WHICH ADVANCE MAY BE GRANTED:-**

An advance may be granted for

(A) Constructing a new house (including the acquisition of a suitable Plot of land for the purpose) either at the place of duty or at the place where the employee proposes to settle after retirement. An application of an advance for purchasing a readybuilt house or flat may also be considered, provided that-

(a)The maximum amount of advance that can be granted shall be the actual cost of the readybuilt house or flat, or 50 times the basic pay of the employee subject to maximum of Rs. 5.00lakhs whichever is the least.

(b).The advance will be admissible only for an out right purchase and not for hire purchase of a house/flat.

(c).The employee gets the right to mortgage the house/flat to the Board straight away.

NOTE:- In the case of sale of houses/flats by Government, semi-Government, or local bodies, Housing Boards, Development Authorities, Private parties and the like, the applicant while submitting the applications for an advance should enclose the following documents:-

(1). An attested copy of a letter from the Government Department/Semi-Government Organisation/Local Body/Housing Board/Private parties etc. as the case may be (from whom the house is to be purchased) allotting or agreeing to allot the land and house (or flat as the case may be) and stating therein:-

(a).Cost of the house /flat;

(b).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 security for the advance on such terms and conditions as the Board may prescribe.

(2). An attested copy of the draft lease/sale deed for the house/flat.

(3). In the case of construction and purchase of flats, in addition to executing a mortgage deed and an agreement and furnishing of surety etc., as provided in these regulations, an applicant should also furnish evidence of seller's clear title to the land and collateral security to the satisfaction of the Head of the Department where the land is not mortgaged in favour of *the Board*.

(B) *Enlarging* living accommodation in any 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 the proposed addition and expansion does not exceed 150 times the basic pay of the employee subject to a minimum of Rs. 5.00 lakhs and maximum of Rs.6.00 lakhs.

(C) The repayment of a loan or an advance taken from a Government source as contemplated in Regulation 3 (a).

The facility..... will, however not be available if the construction on the house has already commenced.

5. AMOUNT OF ADVANCE:

(a) Not more than one advance shall be sanctioned under these Regulations to an employee during his/her entire service.(b) The quantum of advance sanctioned shall be least of the following:

(1).Cost of the proposed constructions or

(2).50 times of (Basic Pay+ NPA + Stagnation Increment) or

(3).Maximum of Rs. 7.50 lakhs or

(4).Based on repaying capacity as under:-

(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 more than 20 yrs.	Up to 40% of basic pay + stagnation increment + NPA + 65% of DCRG
(c) In case of officials retiring within 10 years.	Up to 50% of basic pay + stagnation increment + NPA + 75% of DCRG

The actual amount of advance to be sanctioned will be determined by the Chief Engineer of the Board on the basis of plans detailed specifications and estimates to be furnished by applicants justifying the amount of advance applied for and shall be restricted to the estimated cost of a construction/purchase within the ceiling amount prescribed above, and subject to the further condition that, in the case of construction in rural area, the amount of the advance, will in no case, exceed 80 percent of the true cost of construction of the house or true cost of enlarging living accommodation. The amount of an advance will further be restricted to the amount which of 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 service Regulations applicable to him.

For the purpose of this calculations, it will be assumed that an employee can generally commence repayment of the advance the year after the date of approval of the advance by the Board.

(6). SANCTIONING AUTHORITY:

The authority competent to sanction an advance under these Regulations shall be the Deputy Chairman in case of class II, III and IV employees, the Chairman in case of class I (excluding Heads of Departments and those on maximum of pay scales of which (exclusive of allowance) exceeds two thousand rupees) and in every other case the Board.

(7). DISBURSEMENT AND SECURITY:

(a) (1). AN 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 20 per cent of the sanctioned advance will be payable to the applicant for purchasing developed plot of land on which Construction can commence immediately on receipt of the loan, on this executing an agreement in the prescribed form. (vide Form No.5 or 5A as applicable) 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 Chairman within two months of the date of which the above amount of 20 percent is drawn or within such further time as the Board/Chairman may allow in this behalf, failing which the applicant shall be liable to refund at once, the entire amount to Board, together with interest thereon.

(ii).An amount equal to 30 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 or 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 (vide Form No. 5B) 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.

(iii).An amount equal to 40 percent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land, will be payable when the construction of the house reaches plinth level.

(iv).The balance of the sanctioned advance will be payable when the construction of the house has reached roof level, provided the Chairman is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads drainage and sewerage.

(2).AN ADVANCE REQUIRED ONLY FOR CONSTRUCTING A SINGLE STOREYED NEW HOUSE OR ENLARGING LIVING ACCOMMODATION IN AN EXISTING HOUSE SHALL BE PAID AS FOLLOWS:

(i).An amount equal to 40 percent of the sanctioned advance will be payable to the applicant on his/her 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 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 (vide Form No. 5C) 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 40 percent of the sanctioned advance, will be payable when the house has reached plinth level.

(iii). The remaining 30 percent of the sanctioned advance will be payable when the house has reached roof level, provided the Chairman is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(3).AN 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 15 percent 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 (vide Form No.5 or 5A as applicable) 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 Chairman within two months of the date on which the above amount of 15 percent is drawn, or within such further time as the Board/Chairman may allow in this behalf, failing which applicant shall be liable to refund at once, the entire amount to Board with interest thereon.

(ii). An amount equal to 25 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 such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7 (a) (1) (ii) will apply.

(iii). An amount equal to 30 percent of the amount remaining after deducting from the sanctioned amount of the advance, the instalment given for the purchase of land will be payable when the construction of the house has reached plinth level.

(iv).A further amount not exceeding 25 percent of the amount remaining after deducting from the sanctioned amount of advance the instalment given for the purchase of land, will be payable when the roof of the ground floor has been laid.

(v).The balance of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Chairman is satisfied that the development to the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

(4). AN ADVANCE REQUIRED ONLY FOR CONSTRUCTING A DOUBLE-STOREYED NEW HOUSE OR ENLARGING LIVING ACCOMMODATION IN A EXISTING HOUSE SHALL BE PAID AS FOLLOWS:

(i).An amount equal to 25 percent of the sanctioned 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 such mortgage is not permitted, the provision as contained in the last sentence of Regulation 7 (a) (2) (i) will apply.

(ii).A further amount not exceeding 30 percent of the sanctioned advance will be payable when the house has reached plinth level.

(iii).A further amount not exceeding 25 percent of the sanctioned advance will be payable when the roof of the ground floor has been laid.

(iv). The remaining 20 percent of the sanctioned advance will be payable when the roof of the first floor has been laid, provided the Chairman is satisfied that development of the area in which the house is built is complete, in respect of amenities such as a water supply, street lighting, roads drainage and sewerage.

(5). AN ADVANCE FOR PURCHASING A READY-BUILT HOUSE SHALL BE PAID AS FOLLOWS:

Chairman may authorise the payment of the entire amount required by and admissible to the applicant in lumpsum on the applicant's executing an agreement in the prescribed form (vide Form No.5) for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to the Board within three months of the drawal of the advance, failing which, the advance together with the interest thereon, shall be refunded to the Board forth with, unless an extension of the time limit is granted by the Chairman.

(6). AN ADVANCE REQUIRED FOR PURCHASE/CONSTRUCTION OF A NEW FLAT SHALL BE PAID AS FOLLOWS:

(i).The Chairman may authorise the payment of the amount required by and admissible to the applicant on the applicant's executing an agreement in the prescribed form (vide Form No.5) and comply 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 instalments at the discretion of the Chairman. The Amount so drawn or the instalments 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 so disbursed, together with interest thereon shall be refunded to Board forthwith, unless an extension of time limit is specially granted by the Chairman.

(ii).In respect of purchase of a flat from Karnatak Housing Board, (hereinafter called 'the Board') under its self financing Housing Scheme, the amount may be disbursed in suitable instalmentson the following terms and condition:-

(a).House Building Advance (HBA) will not be granted for initial payment of earnest money to be deposited with the Board. It has to be borne by the applicant himself.

(b).On receipt of an assurance from the Board that the flat be allotted to the applicant, the amount of HBA permissible will sanctioned to the applicant but payment thereof as and when made will be endorsed to the Board directly on his executing an agreement to repay the loan and interest thereon. He will also produce two sureties from among permanent employees of MPT of comparable status who are not likely to retire in the near future.

(c).The payment will be released to the Board in instalments on pro-rata basis, calculated with reference to the total cost of construction (excluding the earnest money or the initial registration deposit) and the amount of HBA sanctioned as and when demanded by them, consistent with the progress or construction, as indicated below:

Amount of each Instalment of HBA (excluding the amount of initial deposit or earnest money) = $\frac{\text{Amount demanded}}{\text{Total cost of the flat}} \times \text{Amount of House Building Advance sanctioned.}$

The demand notice from the Board for release of each instalment of HBA should be accompanied by a certificate from an engineer of appropriate status as may be determined by that organisation, certifying completion of that much percentage of total work for which the demand has been made.

(d).The Board will send periodical progress reports regarding construction of the built-up houses/flats to the Head of Department of the employee who has taken the HBA and is likely to be allotted one of such houses /flats.

(e).On completion of flat, its possession will be handed over to the applicant who will mortgage the flat to the Board of Trustees of the Port of Mormugao.

(f).If the applicant wants to withdraw from the Scheme or is unable to meet the balance amount representing the difference between the HBA sanctioned by the Board and the actual cost of the House, the amount of HBA will be refunded forthwith to the Board by the Housing Board.

(g).With a view of safeguarding the interest of MPT, a Tripartite Agreement will be entered into with the Board as well as the applicant in the form appended to this amendment.

(7). AN ADVANCE REQUIRED FOR REPAYING A LOAN TAKEN BY THE APPLICANT FOR CONSTRUCTING A HOUSE SHALL BE PAID AS FOLLOWS:

(a).The Chairman may authorise 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 (vide Form No.5-D) for the repayment of the loan. The acquisition of the house must be completed and the house mortgaged to the Board within three months 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 this time limit is granted by the Chairman.

(b).(1) In addition to their executing the agreement/mortgage deed referred to in sub-para (a) above, the following three categories of applicants shall also be required to furnish the survey of an approved permanent employee of the Board in the prescribed form (vide Form No. 6) before the sanctioned advance or any part thereof is actually disbursed to them:-

- (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 18 months following the date of application for the grant of an advance;
- (iii). all applicants who are permanent employees of the Board but not covered by sub-para (ii) above if they require the advance for the purchase of a ready built house or repaying of earlier loan(s) taken for construction/purchasing a house.

(b)(2) In addition to the compliance with the provision in sub-para (a) and (b) (1) above, the applicant for constructing or purchase of 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, wherever the land on which the flats stand is not mortgaged by the owner of land in favour of the Board as a security towards repayment of the advance.

NOTE 1: (i). The Liability of the surety 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.

(ii).Utilisation of the advance for a purpose other other than that for which it is sanctioned shall render the employee liable to suitable disciplinary action under the Mormugao Port Employee's (Classification, Control and Appeal) Regulations, 1964 apart from his being called upon to refund to the Board forthwith the entire advance drawn by him together with interest in accordance with Regulation 8 below.

(iii). The period for producing the sale deed in respect of the developed land referred to in sub-regulations (a) (1) (i) and (a) (3) (i) may be extended by the Head of the 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/lease hold rights to the land and that he has every intention of building a house and will be in position to complete the construction of the house by the 18th month after the date of the draw of the first instalment of the advance or in such period by which the time for the completion of the house is extended under Regulation 9 (a) (ii).

NOTE: 2 Deposit of title deeds with the Board to create an equitable mortgage in favour of the Board is also permissible in lieu of the Mortgage Deed and that in cases where deposit of title deed is accepted, the reference to "mortgage deed" in the

Regulation may refer to 'deposit of title deeds.' In such cases, an agreement in form No. 5 E appended to the amended Regulation is to be entered into between the Port Trust Authorities and its employees on Rs. 1.50 non-judicial stamp paper setting out of various terms and an unregistered equitable mortgage by deposit of original title deed to be in operation till the House building advance granted in his favour if fully recovered, is to be made.

(8). INTEREST:-

An advance granted under these regulations shall carry simple interest from the date of advance, the amount of interest being calculated on the balance outstanding on the last day of each month. The rate of interest shall be rate which the Government of India is making similar advances to its employees for house building from time to time.

A rebate of 2½% is allowed in the above rate of interest in case all the conditions attached to the sanction including those relating to recovery are fulfilled completely to the satisfaction of competent authority.

(9). CONSTRUCTION, MAINTENANCE ETC:-

(a).The construction of the house or additions to living accommodation in a existing house, (as the case may be) shall be:-

(i)carried out exactly in accordance with the approved plan and specifications on the basis of which the amount of the advance has been computed and sanctioned. The plan and specifications should not be departed from without the prior written concurrence of the Chairman. The employees shall certify when applying for Instalments of advances admissible at the plinth/roof level that 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 plinth/roof level and that the amount already drawn has actually been used on the construction of the house. The Dy. Chairman may, if necessary, arrange to have inspection carried out to verify the correctness of the certificates.

Completed within 18 months of the date on which the first Instalments of the advance is paid to the employee concerned. Failure to do so will render the employee liable to refund the entire amount advance to him together with interest thereon calculated as in

Regulation 8 above in one lumpsum. An extension of the time limit may be allowed up to one year by the Chairman and for longer period by the Board of Trustees, in those cases where the work is delayed due to circumstances beyond his/her control. The date of completion must be reported to the Dy. Chairman without delay.

(b).Immediately on completion or purchase of the house, as the case may be, the employee concerned shall insure the house 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 lighting, till the advance is fully repaid to the Board and deposit the policy with the Board. The premium must be paid regularly and the premium receipts produced for inspection by the Head of the Department. In the event of failure on the part of the employee to effect insurance against fire, flood, lightning, it shall be lawful but not obligatory for the Board to insure the said house, at the cost of the employee concerned and add the amount of the premium to the outstanding amount of the advance and the employee shall be liable to pay interest thereon as if the amount of the premium has been advanced to him, as part of the aforesaid advance at the prevailing rate of interest till the amount is repaid to the Board. The Head of the Department will obtain from the employee drawing the advance a letter as prescribed in (Form no.8) to the insurer with whom the house is insured, to notify to the latter the fact that the Board is interested in the insurance policy secured. The Head of the Department will himself forward the letter to the insurer and obtain his acknowledgement. In the case of insurances effected on an annual basis, this process should be repeated every year until the advance has been fully repaid to the Board.

(c).The house must be maintained in good repair by the employee concerned at his own cost. He shall also keep it free from all encumbrances, and shall continue to pay all the municipal and other local rates and taxes regularly until the advances has been repaid to the Board in full. The employee shall furnish an annual certificate to this effect to the Head of the Department.

(d).After the completion of the construction of the house, annual inspection may be carried by any authorised officer under instructions from the Dy. Chairman to ensure that it is maintained in good repair until the advance has been repaid in full. The

employee concerned shall afford necessary facility for these inspections by the officer(s) designated for the purpose.

NOTE: Furnishing of false certificate will render the employee concerned liable to suitable disciplinary action apart from his being called upon to refund to the Board forthwith the entire advance drawn by him together with interest accruing thereon in accordance with Regulation 8 above.

2. **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 instalments within a period not exceeding 20 years first, the recovery of the advance shall be made in not more than 180 monthly Instalments and than interest shall be recovered in not more than 60 monthly Instalments.

NOTE: (i) 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.

(ii).Recovery of advances granted for constructing a new house or enlarging living accommodation in a existing house shall commence from the pay of the month following in the completion of the house or the pay of the 18th month after the date on which the first Instalment of the advance is paid to the employee, whichever is earlier. In the case of an advance taken for purchasing a ready built house or repaying earlier loans taken for constructing a house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(iii).It will be open to employees to repay the amount in shorter period, if they so desire. 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 hardships to an employee who is due to retire within 20 years of the date of application for the grant of an advance and under the service Regulations applicable to him is eligible for the grant of gratuity or death cum retirement gratuity, the Dy. Chairman may permit him to repay the advance with interest in convenient monthly instalments (the amount of the Instalments shall not be less than that 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 clause in the prescribed Agreement a Mortgage Deed form 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 of 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 advance shall be effected through the monthly pay/leave salary/ subsistence allowance bills of the employees concerned by the Head of the Office or the Financial Advisor and Chief Accounts Officer concerned, as the case may be. The recoveries will not be held up or postponed except with the prior concurrence of the Chairman/Board. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by the Chairman, if considered necessary.

(c). If an employee ceases to be in service for any reason other than normal retirement/superannuation, or if he/she dies, before repayment of the advance in full, the entire outstanding amount of the advance shall become payable to the Board forthwith. The Chairman, may, however in deserving cases permit the employee concerned, or his/her successor-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 Instalments. Failure on the part of the employees concerned or his/her successors (as the case may be) to repay the advance for any reasons 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 re-conveyed to the employee concerned (or his successors-in-interest as the case may be) in the prescribed form (Form No.7) after the advance together with the interest thereon, has been repaid to the Board in full.

11. PROCEDURE FOR DEALING WITH APPLICATIONS:-

(a). Applications addressed to the Board/Chairman/Dy. Chairman should be submitted by the employees through the Head of their Department in the prescribed form (in duplicate). The following documents should accompany the applications:-

(i). A declaration in regard to house property, if any, owned by the applicant or the applicants wife/husband minor children at the time of applying.

(ii). If the advance is required for enlarging living accommodation in an existing house or for repaying earlier loans taken for constructing a house, an attested copy of the sale deed as well as of other documents, if any, establishing that the applicant possesses an indisputable title to the property in question and that the property in question is free from encumbrances. The 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 should also be furnished.

(iii). In cases where applicants happen to be in possession of land and desire to build a new house on it, a copy of the sale deed or other proof of the applicant having a clear title to the land on which the house is proposed to be built along with the site plan. If the land happens to be lease hold, an attested copy of the lease deed should also be enclosed.

(iv). In cases where the applicant desires to purchase land, an attested copy of a letter from the seller of the plot 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 demarcated developed plot of land to the applicant within a period of two months, from the date of his letter may be forwarded.

(v). 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, may be forwarded. The applicant will have to get the houses/flats valued by the registered valuers and the valuation fees have to be paid by the applicants themselves.

(b). The Head of the Department will scrutinise the applications and satisfy themselves of the correctness of the facts etc. stated therein. They will also examine the title

deeds etc. furnished in compliance with sub-regulations (ii) and (iii) above (in consultation with the Port as legal Advisor and the Revenue and 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 the Department will forward the application to the Financial Advisor & Chief Account Officer.

(c).The Financial Advisor & Chief Account Officer's office will examine the application with reference to eligibility and subject to funds being available, certifying the maximum amount of advance that could be granted to applicant concerned and forward the application to the Board/Chairman/Dy. Chairman as the case may be for approval.

(d).(i)On receipt of the approval of the sanctioning authority the Head of the Department shall also arrange to complete the prescribed formalities such as execution of the Agreement, Mortgage Deed, Surety, Bond etc. in the prescribed forms (in consultation with the appropriate legal authorities where necessary) and then forward the papers to Financial Advisor & Chief Account Officer for arranging out of the sanctioned advance to the applicant. Where land or a ready built house is intended to be purchased with the help of the advance, the Head of the Department may before forwarding the papers to Financial Advisor & Chief Account Officer, 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 sale deeds etc. should be examined by the Head of the Department carefully (in consultation with the appropriate legal authorities where necessary) to ensure that the employee concerned has actually acquired an indisputable title to the property exclusive of title to plot of land in the case of flats in question. It should also be verified that the marked value of land/house purchased is not less than the advance sanctioned.

(ii).The Heads of the Department shall instruct applicants desirous of constructing a new house or enlarging living accommodation in an existing house to furnish two

copies of the Plans, as well as the specifications and estimates in the prescribed proformae. The plans should be duly approved by the Municipality or the local Body concerned before submitting them to the Board Competent Sanctioning Authority.

(iii).The plans and specifications shall then be scrutinised by the Financial Advisor & Chief Accounts Officer, who will certify the maximum amount that could be paid as first Instalment. The proposal for the disbursement of the first Instalment will then be submitted to the Dy. Chairman for authorising the disbursement after the Head of Department has arranged to complete the prescribed formalities such as, execution of agreements, mortgage deed, surety bond, undertakings etc. in the prescribed form.

The payment of remaining two Instalments of advance will be made after obtaining Dy.Chairman's sanction for the disbursement on the basis of certificate to be furnished by the applicants as prescribed in Regulation 9 (a) and such inspection as may be deemed necessary. It should also be verified before disbursing the last Instalment of the advance that the development of the site has been completed vide Regulation 7(a) above.

NOTE: Along with the proposal for the disbursement of an instalment of an advance, the Head of Department should forward a certificate to the effect that the required formalities in pursuance of which the instalment has become due have been completed.

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

(i).The prescribed mortgage deed is executed immediately on completion/purchase of the house and the document kept in safe custody after Registration.

(ii).The house is insured in the manner indicated in Regulation 9 (b) above, immediately on its completion/purchase and that the premium receipts are regularly produced for inspection.

(iii)The house is maintained in good repairs and that the necessary insurance premia, land tax and Municipal rates and taxes are paid regularly and the requisite certificates furnished annually until the advance has been repaid in full.

(iv).Monthly recovery of Instalments of repayment of the advance commences from the due date and is made regularly from the pay/leave salary bill/subsistence bill of the employee concerned thereafter.

(v).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 applications for advance/withdrawal from his provident fund subsequent to the grant of house building advances under these Regulations and should not be ordinarily entertained.

(vi).Any amount drawn in excess of the expenditure incurred, is refunded by the employees concerned to the Board forthwith, together with the interest, if and, due thereon.

(vii).The property mortgaged to the Board is released immediately on the repayment of the advance and the interest thereon in full. The Reconveyance Deed should be got registered. After the Reconveyance Deed has been executed and registered, the mortgage deed, the Sale Deed and such other documents deposited by the employees should be returned to him and a receipt therefore should be taken and kept on record along with a copy of the Reconveyance Deed. The expenses in connection with the execution/registration of the Reconveyance Deed shall be borne by the employee.

12. **GENERAL:-**

In any matter not specifically provided for in these Regulations, the decisions/orders issued from time to time by the Government of India in this matter shall apply, in so far as they are not inconsistent with these Regulations.

13. **INTERPRETATION:-**

If any question arises relating to the interpretation of these Regulations it shall be decided by the Board.

**APPLICATION FORM PRESCRIBED UNDER THE MORMUGAO PORT
EMPLOYEES' (GRANT OF ADVANCES FOR BUILDING OF HOUSES)
REGULATIONS, 1973.**

1. (a) Name (in block letter)
(b) Designation
(c) Scale of pay
(d) Present pay
2. (a) Office in which employed
(b) 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 under the Board.
 - (ii) Your permanent post, if any, and the name of the office and the department concerned.
 - (iii) Date of birth and age next birthday
 - (iv) Date of retirement
 - (v) Is your wife /husband a Board's employee? if so, give his/her name, designation etc.
4. Do you or does your wife/husband/minor child already own a house (see Regulation 3(b)), if so, please state –
 - (1) Station where it is situated with exact address.
 - (2) Floor area in sq. meters.
 - (3) Its approximate valuation.
 - (4) Reasons for desiring to own another house or enlarging living accommodation in existing house, as the case may be.

5.(a). Do you require the advance for building a new house?
If so, please indicate:- (see Regulation 3(a) and (c))

(1).Approximate floor area of the house proposed to be constructed (in sq.meters)

(2).estimated cost of land

(3).Estimated cost of building

(4).Total estimated cost.

(5).Amount of advance required.

(6).Number of years in which the advance with interest is proposed to be repaid.

NOTE: Entries in Column (2) to (4) will have to be supported by specification, 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). 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.

(c).If no plot of land is already in your possession how , when and where do you propose to acquire one? State the approximate plot area (in sq. meters) proposed to be acquired and enclose an attested true copy of a letter from the seller of the plot that subject to the settlement and payment of the price, he can hand over to the applicant, the vacant possession of a clearly demarcated developed plot of land within a period of two months from the date of the letter.

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, bathroom and kitchen).

(2).Total floor area of the rooms (in sq. meters).

(3).If an additional storey is proposed to be added, is the foundation strong enough?

PARTICULARS OF ADDITION DESIRED:

(4)Number of rooms

(5)Floor area (in sq. meters)

(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. 7. Do you require the advance for purchasing a ready built house?

(i) If so, and in case you already have a house in view, please state:

(1). Exact location of the house.

(2). Floor area of the house (in sq.meters)

(3). Plinth area of the house (in sq.meters)

(4). Approximate age of the house.

(5). Municipal valuation of the house.

(6). Name and address of the owner

(7). Approximate price expected to be paid.

(8). Amount of advance required.

(9). Number of years on which the advance with interest is proposed to be repaid.

(10). The amount withdraw from Provident Fund for construction/acquisition of house.

(a). (ii) Have you satisfied yourself that the transaction would result in your acquiring an undisputable title to the house?

NOTE:- A plan of the house and specifications used in construction should accompany the application.

(b) If you do not already have a house in view, how, when and where do you propose to acquire one?

Indicate:

(1) The approximate amount up to which you will be prepared to buy a house.

(2) The approximate amount of advance required.

(3) Number of years in which the advance with interest is proposed to be repaid.

NOTE:- Details specified against item 7 (a) above should be furnished in this case also as soon as possible and in any case, before the full amount of the advance is drawn.

8. Is the land on which the house stands, or is proposed to be constructed, free hold or lease hold? If lease hold, 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 mortgaged to Board/or any others.

(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 to the land/house 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 the reasons therefore indicating what other documentary proof, if any you can furnish in support of your claim? (see item 5 (b) and 6 above)

(c). Does the locality in which the plot of land/house is situated, possess essential services like roads, water supply drainage, sewerage, 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 date of this application and are eligible for the grant of a gratuity or death cum retirement gratuity, do you agree by giving a declaration in this Agreement form/Mortgage Deed that the Board shall be entitled to recover the balance of the said advance with interest remaining unpaid at the time of your retirement or death preceding retirement from the whole or any specified part of the gratuity that may be sanctioned to you?

11. Is Regulation 7(b) applicable to your case? If so state:-

(i) the name, designation, scale of pay, Office/Department etc. of the permanent Board employee who is willing to stand surety for you;

(ii) the date on which the proposed surety is due to retire from service.

12. In case you have already made a final withdrawal from your Provident Fund for the construction/ acquisition of a house, or a residential plot, please furnish the particulars of the amount drawn, the date of the drawal and the purposes for which the amount now required under these Regulations, is required.

DECLARATIONS

1. **1.** 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 Mormugao Port Employees' (Grant of advance for Building of Houses) Regulations and agree to abide by the terms and conditions stipulated therein. **3.** I certify that*

(i). My wife/husband is not a Board's employee

My wife/husband is a Board's employee has not applied for and/or obtained an advance under these Regulations.

(ii). Neither I nor my wife/husband/minor child has applied for and/or obtained any loan or advance for acquisition of a house in the past from any government source (e.g. department of rehabilitation) or drawn an advance or made a final withdrawal from any Provident Fund in connection with the acquisition of a house (also see item no. 12 above).

(iii). That the construction of the house for which the advance has been applied for, has not yet, been commenced.

Station:

Signature of the applicant:

Date:

Designation:

Department Office in which employed.

*Strike out alternative (s) not applicable.

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

Endt. No.

dated

Forwarded to the Financial Adviser & Chief Accounts Officer,

(1). I have satisfied myself of the correctness of the facts etc. stated therein and that the applicant possesses a clear title to the property in question.

(2). It is recommended that an advance of Rs. _____ (Rupees _____) only may be granted to the applicant. I have satisfied myself, on the basis on monthly deductions etc. made from the applicant's salary, that this amount is well within his/her repaying capacity.

(3). The provisions of Regulations 3 (b) may be relaxed as a special case (strike out if not applicable)

(4). I am satisfied on the basis of the data provided by the applicant that the valuation of the existing property as shown in item 4(3) of the application fairly represents the current market value of the existing house.

NOTE: The valuation of the existing house required to be shown in item 4(3) of the application form should be the value as assessed by the concerned Local Body for the purpose of House tax, if the house is situated in an Urban area. If the local bodies do not assess the value of a house for the purpose of House Tax and are therefore not in a position to furnish a certificate to the intending applicants, the applicants should furnish data/documents regarding valuation of the existing house to the satisfaction of the Head of the Department who will furnish a certificate as above, while forwarding applications for grant of house building advance for enlargement of houses situated in Urban areas. In so far as properties situated in rural areas are concerned, applicants should furnish a certificate from the Revenue Officer concerned (not lower than the rank of Tehsildar).

(5).The amount of gratuity/death cum retirement gratuity due to the applicant on the date of his superannuation (at the time of retirement, calculated on the basis of the appointment held by the applicant at the time of submitting the application for a house building advance) is estimated to be Rs._____.

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

Signature:

Designation:

Name of the Department:

FORM NO.1.

Abstract cost of original estimate and detailed specifications (based on details in form No.2) for grant of advances for the building of houses.

Amount: Rs.

Name :

Designation:

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

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

1. EARTH WORK

(Earthwork excavation for foundations and disposing of the surplus earth etc. Sq.Metre.)

2. CONCRETE WORK

(Foundation concrete with cement or lime using stone or bricks ballast either below floors for the footings). Sq.Metre)

III. DAMP PROOF COURSE

(Concrete on rich cement mortar or bituministic compound)

1. ROOFING WORK

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

2. REINFORCED CEMENT CONCRETE

3. MASONRY

(Brick, stone, concrete block, walls etc.)

VII. WOOD WORKS

(For doors and windows wooden scantlings for roofs etc.)

VIII. STEEL WORK

(For reinforcements, holdfast, window bars etc.)

1. FLOORING

(concrete, stone or marble chip etc.)

2. **FINISHING**

(Plastering, painting, colour or white washing painting etc.)

3. **MISCELLANEOUS**

(like rain water pipes, shelves, jalis, 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. Pipe etc.)

XIV. ELECTRICITY

(Electric points, meter connections, lines etc.)

Total cost _____

Signature

applicant: _____

Date: _____

FORM No.2

Detailed estimates for an advance to the employees of the Board for the building of a house.

(Detailed estimate sheet to support the quantities given in Form 1)

Name:

Designation:

Office to which attached:

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

Sr.	Measurements			Quantity
No.	Details of work	No.		
	Length	Breadth	Height	

1 2 3 4 5 6 7

1. EARTH WORKS

Earthwork excavation in all soils for foundation and other trenches and depositing the same within 50 metres lead and upto 1.5 metres lift.

Front wall _____

Rear Verandah retaining wall _____

Outside wall _____

Common wall between rooms _____

W.C. front and rear _____

-do- side _____

Steps in front and rear _____

Total earth work _____

Refilling to excavated earth etc. _____

Continue details for all items as given in sample form

No.1 _____

Signature of the applicant _____

Date: _____

FORM No.3.

**FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE
PROPERTY IS FREE HOLD**

(The Mormugao Port Employees' (Grant of advance for the Building of houses)
Regulations, 1973- Regulation 7 (a).

This indenture made this _____ day of _____ two thousand and
_____ between _____ son of _____ at present employed as
_____ in the office of _____ at _____ (hereinafter called 'THE MORTGAGER'
which expression shall unless excluded by or repugnant to the subject or context,
include his/her heirs, executors administrators and assigns of the ONE PART AND

THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called 'THE MORTGAGEE' which expression shall unless excluded by or repugnant to the subject or context his successors in office and assigns) of the OTHER PART.

WHEREAS THE MORTGAGOR is the absolute and sole beneficial owner and is seized/ possessed of or otherwise well and sufficiently entitled to the land and or house heredi-taments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured _____ and expressed to be hereby conveyed transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS THE MORTGAGOR applied to the Mortgagee for an advance of Rs. ____ (Rupees _____ only) for the purpose of enabling the MORTGAGOR-

1 *to purchase land to construct a house thereon or

* (to enlarge living accommodation in the existing house the said hereditaments)

2 * to construct a house on the said hereditaments, or

* (to enlarge living accommodation in the existing house said hereditaments)

3 * to purchase a ready built aforesaid house

AND WHEREAS the Mortgagee agreed to advance to the Mortgagor the said sum of Rs. _____ on certain terms and conditions;

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagor should secure the repayment of the said advance and due observance of all terms and conditions in the Mormugao Port Employees' "(Grant of advance for the Building of Houses) Regulations, 1973" said regulations, (hereinafter referred to as the "said Regulations" which expression shall where the context so admit include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

1. * has sanctioned to the MORTGAGOR an advance of Rs. _____ (Rupees _____ only) payable by such instalments and in the manner as hereinafter appearing.
2. has paid to the MORTGAGOR an advance of Rs. _____ (Rupees _____ only) on and in the manner provided in the said Regulations and upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalments:-

* Rs. _____ already received on _____

* Mention whatever is applicable.

* Rs. _____ on the execution of this indenture by the Mortgagor in favour of the Mortgagee.

** Rs. _____ when the construction of the house reaches plinth level.

**Rs. _____ when the construction of the house reaches roof level provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage.

NOW THIS INDENTURE WITNESSETH as follows:

(i)(a).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOETH hereby covenant with the MORTGAGEE that the mortgagor shall always duly observes and performs all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by + _____ Monthly Instalments of Rs. _____ (Rupees _____ only) from the pay of the mortgagor commencing from the month of _____ Two thousand and _____ or from the month following the completion of the house whichever is earlier, and the mortgagor hereby authorises the mortgagee to make deductions from his monthly pay/leave

salary/subsistence allowance of the amount of such instalments and the mortgagor shall after paying the full amount of the advance also pay interest due thereon in _____ monthly Instalments in the manner and on the terms specified in the said Regulations provided that the MORTGAGOR shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the mortgagee shall entitled to enforce this security of the mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however be open to the mortgagor to repay the amount in shorter period.

(i)(b).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by monthly instalments of Rs. _____ from the pay to the Mortgagor commencing from the completion of the house whichever is earlier, till the date of his superannuation and balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity death-cum retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary of the amount of instalments and from his gratuity/death cum retirement gratuity or such of the balances remaining unpaid at the date of his death/retirement/superannuation as herein of the mentioned, failing which the mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance than due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law.

It will however be open to the Mortgagor to repay the amount in shorter period.

NOTE: (Delete clause (i) (a) or (i) (b) whichever is inapplicable.

(ii). If the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the term, conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at*_____ percent per annum calculated from the date of the payment by the Mortgagee of the first instalment of the said advance.

Notwithstanding anything contained herein if the Mortgagor utilises the advance for a purpose other than for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the service Regulations applicable to the Mortgagor.

(iii).In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time to times hereinafter be due to the MORTGAGEE under terms of these presents the MORTGAGOR both hereby grant, convey, transfer, assign, and assure unto the MORTGAGEE all and SINGULAR the said MORTGAGED property fully described in the schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of them belonging to HOLD the said mortgaged property with their appurtenance, including al erections and buildings erected and built or to be erected and built hereafter on the said mortgaged property or materials for the time being thereon unto and to the use of the Mortgage absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the

other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, retransfer, reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv).AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that there shall not be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reasons other than normal retirement/superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise than in any of such cases it shall be lawful for the MORTGAGEE without intervention of the court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with the power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit. AND IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers there from AND IT I, HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance the aforesaid power upon TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the Mortgagor.

(v).THE MORTGAGOR hereby convenants with the MORTGAGEE as follows:

(a).That the MORTGAGOR now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in manner aforesaid.

(b).That the Mortgagor shall carry out the construction of the house, additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed

and sanctioned unless a departure therefrom is permitted in writing by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the constructions is being carried out in accordance with the plan and estimates furnished by him to the mortgagee that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at * _____ percent per annum and further will also be liable to appropriate disciplinary action as may be permissible under Service Regulations as applicable to the mortgagor.

(c). That the mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of + _____ unless an extension of time is allowed in writing by the mortgagee. In case of default the mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lumpsum. The Mortgagor shall report to the mortgagee the date of completion of the house and furnish a certificate to the mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

NOTE : Clause (b) and (c) are not applicable when the advance for the purchase of ready built house or for repayment of loan taken by an applicant for the construction or purchase of a house.

(d). That the mortgagor shall immediately insure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the mortgagee and deposit the policy of insurance with the mortgagee. The mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspections. In the event of the failure on the part of the MORTGAGOR to effect the

insurance against fire, flood and lighting it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall thereon be liable to pay interest as if the amount of the premium had been advanced to him as part of the aforesaid advance at _____ till the, amount is repaid to the mortgagee or is recovered as if it were an amount covered by the security of these presents. The mortgagor shall give a letter to the mortgagee as often as require addressed to the Insurer, with which the house is insured with a view to enable the mortgagee to notify to the Insurer the fact that the mortgagee is interested in the insurance policy secured.

(e).That the mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of them mortgaged property regularly until the advance has been repaid to the mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f).The mortgagor shall afford full facility to the mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g).The mortgagor shall refund to the mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h).The mortgagor shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose off the mortgaged property.

(i).Notwithstanding anything contained herein, the mortgagee shall be entitled to recover the balance of 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 the mortgagor.

- Mention whatever is applicable.
- The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 7.

- This will not be more than 180 + this will not be more than 60.
- Rate of interest to be fixed by the Board from time to time.
- There mention the date on which the first instalment of advance is paid to the mortgagor.
- To be filled in by the Mortgagor.

SCHEDULED ABOVE REFERRED TO*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri _____ in the office of _____ for and on behalf of the Board of Trustees of the Port of Mormugao has _____ hereunto set his hand.

Signed by the said (Mortgagor) in the presence of:

1st Witness

Address: _____

Occupation: _____

2nd Witness: _____

Address: _____

Occupation: _____

Signed by Shri _____ in the office of _____ for and on behalf of the Board of Trustees of the Port of Mormugao.

In the presence of :

1st Witness: _____

Address: _____

Occupation: _____

2nd Witness: _____

Address: _____

Occupation: _____

*Mention whatever is applicable.

Under Regulation 7(a)

(The Mormugao Port Employees' (Grant of Advances for Building of Houses)
Regulation , 1973 .

The indenture made this _____ day of _____ two thousand, and _____ between _____ son/daughter of _____ of _____ at present employed as _____ in the office of _____ at _____ and _____ his/wife/her husband. (hereinafter jointly referred to as "The mortgagor" which expression shall unless excluded by or repugnant to the subject or context, include their respective heirs, executors, administrators and assigns) of the ONE PART and THE BOARD OF TRUSTEES (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 MORTGAGORS are the sole and absolute and sole beneficial owners and are seized and possessed of or otherwise well and sufficiently entitled to the land and/or house, hereditaments and premises hereinafter described in the Schedule hereunder written and for greater clearness delineated on the annexed hereto and thereon shown with the boundaries thereof coloured _____ and expressed to be hereby conveyed, transferred and assured (hereinafter referred to as "the said Mortgaged property").

AND WHEREAS _____ one of the mortgagors hereby referred to as applicant mortgagor applied to the MORTGAGEE for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the SAID APPLICANT MORTGAGOR.

1. *To purchase land and to construct a house thereon or to enlarge living accommodation in the existing house on the said hereditament.
2. *To purchase a ready built aforesaid house/flat.

AND WHEREAS THE MORTGAGEE agreed to advance to the principal mortgagor the said sum of Rs. _____ on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the mortgagors should secure the repayment of the said advance and due observance of all

the terms and conditions contained in the MORMUGAO PORT EMPLOYEES' (Grant of advances for building of houses) Regulations, 1973", (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) by a mortgage of the property described in the Schedule hereunder written. AND WHEREAS THE MORTGAGEE:

1. (*has sanctioned to the APPLICANT MORTGAGOR an advance of Rs. _____ (Rupees _____ only) payable by such instalments & in the manner as hereinafter appearing).
2. (*has paid to the APPLICANT MORTGAGOR an advance of Rs. _____ (Rupees _____ only) on _____) and in the manner provided in the said Regulations upon having the repayment of the loan with interest and the observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the mortgagee the aforesaid advance in the following instalments :

*Rs. _____ already received on _____

*Rs. _____ on the execution of this indenture by the Mortgagors in favours of the Mortgagee.

Note:* The language will be modified if the mode of payment is difference from what is prescribed in Regulation 7.

** This will not be more than 180.

+ – This will not be more than 60.

*(Rs. _____ when the construction of the house reaches plinth level).

* (Rs. _____ when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lightning, roads, drainage and sewerage).

NOW THIS INDENTURE WITNESSTH AS FOLLOWS:-

(i)(a).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the Mortgagee to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGORS do hereby covenant with the MORTGAGEE that the MORTGAGORS shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by** _____ monthly instalments of (Rupees _____ only) from the pay of APPLICANT COMMENCING FROM THE MONTH OF _____ two thousand and _____ or from the month following the completion of the house, whichever is earlier, and the APPLICANT hereby authorises the Mortgagee to make deductions from his/her monthly pay leave salary/subsistence allowance of the amount of such instalments and the APPLICANT MORTGAGOR shall after paying the full amount of the advance also pay interest due thereon in _____ monthly instalments in the manner and on the terms specified in the said Regulations provided that the APPLICANT Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs and recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

* Rate of interest to be fixed by the Board from time to time.

(i)(b).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provisions contained in the said Regulations the APPLICANT MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the APPLICANT Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ from the pay of the APPLICANT Mortgagor commencing from the month of _____ 2000 or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then

remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of the repayment from his gratuity/death-cum-retirement gratuity and the APPLICANT Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave salary/subsistence allowance of the amount of instalments and from his gratuity/death-cum-retirement/gratuity of such of the balances remaining unpaid at the date of his death/retirement/superannuation as herein mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as be permissible under the law. It will, however, be open to the APPLICANT Mortgagor to repay the amount in a shorter period.

NOTE:- (Delete clause (i) or (i) (b) whichever is inapplicable)

(ii).If the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned or the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement, superannuation or if he/she dies before repayment of the advance in full, or if the APPLICANT MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulation and on his/her part to be observed and performed then and in any such cases the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at *_____ percent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Principal Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the APPLICANT Mortgagor as may be appropriate under the Regulations of service applicable to the Principal Mortgagor.

(iii).In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the MORTGAGEE under the terms of these presents the MORTGAGORS do hereby grant, convey, transfer, assign and assure unto the

MORTGAGEE ALL AND SINGULAR the said Mortgaged property fully described in the Schedule here in under written together with buildings erected or to be erected by the MORTGAGORS on the said Mortgaged property or materials for the time being thereon with all rights, easements and appurtenances to the Mortgaged property or

* Rate of interest to be fixed by the Board from time to time.

any of them belonging to HOLD the said Mortgaged property with their appurtenances including all erections and buildings erected and built or to be erected and built hereafter on the said Mortgaged property or materials for the time being thereon unto and to the use of the mortgagee absolutely forever free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained NAMELY that if the MORTGAGORS shall duly pay to the MORTGAGEE the said principal sum an interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGORS to the MORTGAGEE under the terms and conditions of the said Regulations, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGORS reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the MORTGAGORS or as they may direct.

(iv).AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGORS of the covenants on their part herein contained or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reasons other than normal retirement/superannuation or if/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise theand in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court, to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy or to rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY declared that the

receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power TRUST in the first place thereout to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance if any to be paid to the Mortgagors.

(v).The MORTGAGORS hereby covenant with the MORTGAGEE as follows:

(a).That MORTGAGORS now have in themselves good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGEE property unto and to the use of the MORTGAGEE in manner aforesaid.

(b).That the APPLICANT MORTGAGOR shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The APPLICANT Mortgagor shall certify when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself or through his representative an inspection to verify the correctness of the aforesaid certificates.

If a false certificate is furnished by the APPLICANT Mortgagor, he shall be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest thereon at *_____ per cent per annum and further will also be liable at appropriate disciplinary action under the regulations of service applicable to the APPLICANT Mortgagor.

(c).That the APPLICANT Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of **_____ unless and extension of time is allowed in writing

by the Mortgagee. In case of default the Principal Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations in one lumpsum. The APPLICANT Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that full amount of the advance has been utilised for the purpose for which it was sanctioned.

NOTE:- Clauses (b) and (c) are not applicable when the advance is for the purchase of ready built house/flats or for repayment of loans taken by an applicant for the construction or purchase of a house/flat.

(d).That the Mortgagors shall immediately insure the house at their own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the Regulations till the advance is fully repaid to the Mortgagee and deposit, the policy of insurance with the Mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGORS to effect the insurance against fire, flood and lightning, it shall be lawful but not obligatory for the MORTGAGEE TO INSURE THE SAID HOUSE AT THE COST OF THE MORTGAGORS and add the amount of the premium to the outstanding amount of the advance and the APPLICANT MORTGAGOR shall thereupon be liable to pay interest whereon as if the amount of the premium had been advanced to him as part of the aforesaid advance and till the amount is repaid to the MORTGAGEE OR is recovered as if it were an amount covered by the security of these presents. The MORTGAGOR shall give a letter to the Mortgagee as often as required, addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e).That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoing in respect of the mortgaged property regularly until the advance has been repaid to the

mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificates to the above effect.

- To be filled by the Mortgagor.

** Here mention the date on which the first instalment of the advance paid to the principal Mortgagor.

(f).The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g).The APPLICANT MORTGAGOR shall refund to the Mortgagee any amount together with interest, if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h).That the mortgagors shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose off the mortgaged property.

(i).Notwithstanding anything contained herein the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the APPLICANT MORTGAGOR from the whole or any specified part of the gratuity /death-cum-retirement gratuity that may be sanctioned to him.

SCHEDULE ABOVE REFERRED*

IN WITNESS WHEREOF THE MORTGAGORS HAVE hereunto set their hands THIS DAY, MONTH & YEAR FIRST ABOVE REFERRED SIGNED BY THE MORTGAGORS in the presence of

1st witness: _____

Address: _____

Occupation: _____

2nd witness: _____

Address: _____

Occupation: _____

FOR WITNESS THERE OF Shri _____ in the office of _____ for and on behalf of and by order and direction of the Board of Trustees has signed this present in the presence of Signed by Shri _____ on _____

1st witness: _____

Address: _____

Occupation: _____

2nd witness: _____

Address: _____

Occupation: _____

*Mention whatever is applicable.

FORM

NO.4

FORM OF MORTGAGE DEED TO BE EXECUTED WHEN THE PROPERTY IS LEASE HOLD

[Mormugao Port Employees' (Grant of Advances for Building of Houses) Regulations,1973, Regulations 7(a)]

This indenture made this _____day of _____ two thousand and _____ between _____ son of _____ of _____ at present employed as _____ in this office of _____ at _____(hereinafter 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 ONE PART and Board of Trustees (hereinafter called "THE MORTGAGEE" 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 by a lease dated _____ and made between _____ the lessor demised to the Mortgagor the property situated at _____ and more particularly described in the Schedule here under written for a term of _____ years commencing from _____ the yearly/monthly rent of Rs. _____ and subject to the performance and observance of the covenants and conditions therein mentioned.

AND WHEREAS THE MORTGAGOR applied to the MORTGAGEE FOR an advance of Rs._____ (Rupees_____ only) for the purpose of enabling the MORTGAGOR.

*1. to purchase land and * to construct a house thereon or *(to enlarge living accommodation in the existing house on the said hereditaments).

*2. to construct a house or *(to enlarge living accommodation in the existing house on the said hereditaments).

*3. to purchase a ready built aforesaid house.

AND WHEREAS the mortgagee agreed to advance to the Mortgagor the said sum of Rs._____ on certain terms & conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the mortgager should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Mormugao Port Employees' (Grant of advances for Building of Houses) Regulations, 1973 (hereinafter referred to as the "said Regulations" which expression shall, where context so admits include any amendment thereof or addition thereto for the time being in force) by a mortgage of the property described in the schedule here under written.

AND WHEREAS THE MORTGAGEE

(1).* has sanctioned to the MORTGAGOR an advance of Rs._____(Rupees _____ only) payable by such instalments and in the manner as hereinafter appearing.

(2). has paid to the MORTGAGOR an advance of Rs._____ (Rupees _____ only) on _____ and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing.

AND WHEREAS THE MORTGAGOR is to receive from the MORTGAGEE the aforesaid advance in the following instalments :

** (Rs._____ already received on _____)

*(Rs . _____ on the execution of this indenture by the Mortgagor in favour _____ of _____ the Mortgagee.

**Rs. _____ when the construction of the house reaches plinth level.

**Rs. _____ when the construction of the house reaches roof level, provided the Mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lightning, roads, drainage and sewerage.

(**NOTE:- The language will be modified if the mode of payment of advance is different from what is prescribed in Regulation 7).

NOW THIS INDENTURE WITNESSETH as follows:

(i) (a).In pursuance of the said Regulations and in consideration of the said advance sanctioned paid by the Mortgagee to the Mortgagor pursuant to the provisions contained in the said Regulations the MORTGAGORS DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by * _____ (* This will not be more than 180) _____ monthly instalments of Rs. _____ (Rupees _____ only) from the pay of the Mortgagor commencing from the month of _____ two thousand and _____ or from the month following completion of the house, whichever is earlier and the Mortgagor hereby authorises the Mortgagee to make deduction form his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in ** _____ (** This will not be more than 60) monthly instalments in the manner and on the terms specified in the said Regulations. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in

such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

* Rate of interest to be fixed by the Board from time to time.

(i)(b).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. (Rupees..... only) by monthly instalments of Rs.....from the pay of the Mortgagor commencing from the month of 19.....or from the month following the completion of the house whichever is earlier, till the date of his superannuation and the balance then is remaining outstanding on his superannuation together with interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death-cum retirement gratuity and the Mortgagor hereby authorises the Mortgagee to make deductions from his monthly pay/leave/ salary/ subsistence allowance of the amount of such instalments and from his gratuity/death-cum retirement gratuity or such of the balances remaining unpaid at the date of his death retirement/superannuation as herein before mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property in such other manner as may be permissible under the law. It will however, be open to the mortgagor to repay the amount in a shorter period.

NOTE: (Delete Clause (i)(a) or (i)(b) or whichever is inapplicable.

(ii).if the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/ superannuation or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said Regulations and on his/her part to be observed and

performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at*..... percent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Mortgagor as may be appropriate under the Regulations of service applicable to the Mortgagor.

(iii).In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor Doth hereby grant, convey, transfer or assure unto the Mortgagee, ALL AND SINGULAR the said property comprised in said Lease, dated..... and more particularly described in the Schedule hereunder written together with buildings erected or to be erected by the Mortgagor on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged property or any of

*Normal rate of interest to be charged under the Regulations.

them belonging subject to covenants by the lease and to the conditions therein contained to HOLD the same unto the mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the MORTGAGEE under the terms and conditions of the said Regulations, then the Mortgagee will at any time thereafter upon the request and the cost of the MORTGAGOR reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv).AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/ superannuation or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchase or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to a rise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale** (and in the next place to pay to the lesser of the Mortgaged property 50 percent of the unearned increase pursuant to clause of the said lease) and then to pay money in or towards the satisfaction of the moneys for the time being on the security of these presents and balance if any to be paid to the Mortgagor.

(v).THE MORTGAGOR hereby covenants with the MORTGAGEE as follow:-

(a).That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED PROPERTY unto and to the use of the MORTGAGEE in manner aforesaid.

**** (b)**That the Mortgagor shall carry out the construction of the house additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the

plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee that the construction has

****NOTE:** Clause (b) and (c) are not applicable when the advance is for the purchase of ready built house.

reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay the Mortgagee forthwith the entire advance received by her/him together with interest thereon at* percent per annum and further will also be liable to appropriate disciplinary action under the regulations of service applicable to the Mortgagor.

**** (c).** That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of

******* unless or extension of time is allowed in writing by the Mortgagee. In case of default the Mortgagee shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lumpsum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d). That the MORTGAGOR SHALL immediately insure the house at his own cost with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss of damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the

MORTGAGOR shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at

..... per cent per annum till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The

Mortgagor, shall give a letter to the Mortgagee as often as required addressed to the Insurer, which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e).That that Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f).The Mortgagor shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

****NOTE:** Clause (b) and (c) are not applicable when the advance is for the purchase of ready built house.

(g).The Mortgagor shall refund to the Mortgagee any amount together with interest, if any, due, thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h).That the said lease, dated is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner herein before stated.

(i).That the MORTGAGOR WILL so long as any money shall remain owing on security of the said Mortgaged property herein before expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the lease and conditions contained in the said Indenture of lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all action, suits, proceedings costs, charges, claims, and demands which will be incurred or

sustained by reason of the non payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j) That the Mortgagor shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose of the Mortgaged property.

(k). Notwithstanding anything contained herein, the Mortgagee 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 gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri in the office of for and on behalf of the Board of Trustees has hereunto set his hand.

Signed by the said (Mortgagor)

In the presence of :

1st witness : _____

Address: _____

Occupation: _____

2nd witness: _____

Address : _____

Occupation: _____

Signed by Shri in the Office of for and on behalf and by order and direction of Board of Trustees in the presence of

.....

1st witness: _____

Address: _____

Occupation: _____

2nd witness: _____

Address: _____

Occupation: _____

FORM NO. 4A

Form of Mortgage Deed to be executed when the property is Lease Hold and is held in the joint names of husband and wife.

Mormugao Port Employee's (Grant of advances for Building of Houses) Regulations, 1973- Regulation 7(a).

This indenture made this day of two thousand and between son of of at present employed as in the office of at and his wife/her husband (hereinafter jointly referred to as "THE MORTGAGORS" which expression shall unless excluded by or repugnant to the subject or context include their respective heirs, executors, administrators and assigns) of the ONE PART AND THE BOARD OF TRUSTEES (hereinafter called "THE MORTGAGEE" 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 by a lease dated _____ and made between _____ the Lessor demised to the Mortgagors the property situated at _____ and more particularly described in the Schedule hereunder written for a term of _____ years commencing from _____ at the yearly/monthly rent of Rs.____ and subject to the performance and observance of the covenants and conditions herein mentioned.

AND WHEREAS one of the MORTGAGORS (hereinafter referred to as the APPLICANT MORTGAGOR) applied to the MORTGAGEE for an advance of Rs. _____ (Rupees _____ only) for the purpose of enabling the said applicant MORTGAGOR.

- *1. to purchase land and to construct house thereon or
- * (to enlarge living accommodation in the existing house on the said hereditaments).
- *2. to construct a house on the said hereditaments or
- * (enlarge living accommodation in the house on the said hereditaments).

*3. to purchase a ready built aforesaid house/flat.

AND WHEREAS the Mortgagee agreed to advance to the applicant Mortgagor the said sum of Rs._____ on certain terms and conditions.

AND WHEREAS one of the conditions for the aforesaid advance is that the Mortgagors should secure the repayment of the said advance and due observance of all the terms and conditions contained in the Mormugao Port employees' (Grant of advance for Building of Houses) Regulations, 1973 (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) by a mortgage of the property described in the schedule hereunder written.

AND WHEREAS THE MORTGAGEE

1. * has sanctioned to the APPLICANT MORTGAGOR an advance of Rs._____ (Rupees_____ only) payable by such instalments and in the manner as hereinafter appearing).
2. has paid to the APPLICANT MORTGAGOR an advance of Rs._____ (Rupees _____ only) on _____ and in the manner provided in the said Regulations upon having the repayment of the loan with interest and observance of all the terms and conditions contained in the said Regulations as hereinafter mentioned secured in the manner hereinafter appearing);

AND WHEREAS THE APPLICANT MORTGAGOR is to receive from the Mortgagee the aforesaid advance in the following instalment :-

*Rs._____ already received on _____

*(Rs._____ on the execution on this indenture by the Mortgagors in favour of the Mortgagee.

* Rs._____ when the construction of the house reaches plinth level.

**Rs. _____ when the construction of the house reaches roof level, provided the mortgagee is satisfied that the development of the area in which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage).

*** (AND WHEREAS the lessor of the said premises has given his approval for the mortgage on the condition that if the property be sold under the Power herein

contained or otherwise he will be paid first, after the cost of such sale, his share of the unearned increase as provided in the said lease).

NOW THIS INDENTURE WITNESSETH as follows:

(i) (a) In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to the provision contained in the said Regulations the MORTGAGORS DO hereby covenant with the MORTGAGEE that the Mortgagors shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by * _____ monthly instalments of Rs. _____ (Rupees _____) from the pay of the APPLICANT MORTGAGOR commencing from the month of two thousand and _____ or from the month following completion of the house whichever is earlier and the APPLICANT Mortgagor hereby authorises the Mortgagee to make deduction from his/her monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Applicant Mortgagor shall after paying the full amount of the advance also pay interest due thereon in** _____ monthly instalments in the manner and on the terms specified in the said Regulations.

Provided that the applicant Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the Mortgaged property or in such other manner as may be permissible under the law. It will, however be open to the Applicant Mortgagor to repay the amount in a shorter period.

(b).In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the APPLICANT MORTGAGOR pursuant to provisions contained in the said Regulations the MORTGAGORS DO hereby covenant with the MORTGAGEE that the Mortgagors shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by monthly instalments of Rs. _____ from the pay of the APPLICANT

MORTGAGOR commencing from the month of _____ 20
_____, or from the following the completion of the house whichever is earlier, till the date of his superannuation and the balance then remaining outstanding on his superannuation together with interest on the amount advanced from the date of the advance to the date of repayment from his/her gratuity/death-cum-retirement gratuity and the Applicant Mortgagor hereby authorises the Mortgagee to make deductions from his/her monthly pay/ leave salary subsistence allowance of the amount of such instalments and from his gratuity/death cum-retirement gratuity or such of the balances remaining unpaid at the date of his/her death/ retirement/superannuation as herein before mentioned, failing which the Mortgagee shall be entitled to enforce this security of the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will however, be open to the Applicant Mortgager to repay the amount in a shorter period.

NOTE: (Delete clause (i) (a) or (i) (b) whichever inapplicable. (ii) if the APPLICANT MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before payment of the advance in full or if the MORTGAGORS shall fail to observe or perform any of the terms, conditions and stipulations observed or performed then and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at* percent, per annum calculated from the date of the payment by the MORTGAGEE of the first instalment the said advance. Notwithstanding anything contained herein, if the APPLICANT MORTGAGOR utilises the advance for a purposes other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such disciplinary action against the Applicant Mortgagor as may be appropriate under the service regulations applicable to the Applicant Mortgagor.

(ii).In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance and interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these present the Mortgagors do hereby grant, convey, transfer or assure into the Mortgagee, ALL AND SINGULAR the said property comprised in the said lease, dated..... and more particularly described in the Schedule hereunder written together with building erected or to be erected by the Mortgagors on the said property (hereinafter referred to as the Mortgaged property) or materials for the time being thereon with all rights, easements, and appurtenances to the said mortgaged property or any of them belonging subject to covenants by the lessee and to the conditions therein contained to HOLD the same unto the Mortgagee absolutely but subject to the terms and covenants of the said lease and subject nevertheless to the proviso for redemption hereinafter contained namely that if the MORTGAGORS shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGORS to the MORTGAGEE under the terms and conditions of the said Regulations, then the mortgagee will at any time thereafter upon the request and cost of the MORTGAGORS reconvey, retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iii).AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the APPLICANT MORTGAGOR of the covenants on his/her part herein contained or if the APPLICANT MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the due payable to the Mortgagee under these presents together with interest therein shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise than and in any of such cases with under these presents or otherwise than and in any of such cases it shall be lawful for the MORTGAGEE TO SELL without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind for any any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and

execute all such acts and assurances for effectuating any such sales as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the mortgagee for a purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or the purchasers therefrom AND IT IS HEREBY DECLARED THAT THE MORTGAGEE shall hold the moneys to arise from any sale or any part in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale * (AND in the next palce to pay to _____ the lessor of the Mortgaged property _____ 50 percent of the unearned increase pursuant to clause _____ of the said lease) and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and the balance if any to be paid to the MORTGAGORS.

(iv)The MORTGAGORS hereby convent with the MORTGAGEE as follows:

(a).That the Mortgagors now have in themselves good, right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in the manner aforesaid.

******(b).That the applicant Mortgagor shall carryout the construction of the house additions to living accommodation in the aforesaid house exactly in accordance with the approved plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Applicant Mortgagor shall certify when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at _____ *percent per annum and further will also be liable to appropriate disciplinary action under the service regulations applicable to the Mortgagor.

**** (c).** That the Applicant Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of *** _____ unless and extension of time is allowed in writing by the Mortgagee. In case of default the Applicant Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said Regulations, in one lumpsum. The Applicant Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d). That the MORTGAGORS shall immediately insure the house at their own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss or damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the MORTGAGEE and deposit the policy of insurance with the mortgagee. The Mortgagors shall pay regularly the premium in respect of the said insurance from time to time and will when required produce to the MORTGAGEE the premium receipts for inspection. In the event of failure on the part of the MORTGAGORS to effect the Insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGORS and add the amount of the premium to the outstanding amount of the advance and the APPLICANT MORTGAGORS shall thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him/her as part of the aforesaid advance at _____ percent per annum till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagors, shall give a letter to the Mortgagee as often as required addressed to the Insurer with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the insurance policy secured.

(e). That the Mortgagors shall maintain the aforesaid house in good repair at their own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the

Mortgagee in full. The Mortgagors shall also furnish to the Mortgagee an annual certificates to the above effect.

(f).The Mortgagors shall afford full facility to the Mortgagee for carrying out inspections after completion of the house to ensure that it is maintained in good repair until the advance has been repaid in full.

(g).The Applicant Mortgagor shall refund to the Mortgagee an amount together with interest, if any due, thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h).That the said Lease., dated _____ is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indentures of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner therein before stated.

(i). That the MORTGAGORS will so long as any money shall remain owing or security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the agreement, duly observe all the covenants by the lease and conditions contained in the said indenture of Lease referred to the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent or the breach, non-performance or non-observance of the said covenants and conditions or any of them.

(j).That the Mortgagors shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose of the Mortgaged property.

(k).Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of the retirement or death preceding retirement of the Applicant Mortgagor from the whole or any specified part of the gratuity that may be sanctioned to him.

SCHEDULE ABOVE REFERRED TO *

IN WITNESS WHEREOF THE MORTGAGORS have hereunto set their hands this day month and year first above referred.

Signed by the Mortgagors _____

In the presence of: _____

1st Witness : _____

Address : _____

Occupation: _____

2nd Witness : _____

Address : _____

Occupation: _____

In witness whereof Shri _____ in the office of _____ for and on behalf by order and direction of the Board of Trustees, has signed his present in the presence of Signed by Shri _____ on _____

1st Witness:

Address :

Occupation :

2nd Witness:

Address :

Occupation :

FORM NO. 4B

From of Mortgage Deed to be executed when the property is

LEASE HOLD

(The Mormugao Port Employees' (Grant of Advances for Building of Houses) Regulations, 1973-Regulation 7 (a)).

This indenture made this _____ day of _____ two thousand and _____ between _____ son of _____ of _____ at present employed as _____ in the Office of _____ at _____ (hereinafter 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 ONE PART and the BOARD OF TRUSTEES (hereinafter called "THE MORTGAGEE" 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 had under the provision of the regulations framed by the Board of Trustees to regulate the grant of advances to its employees for building of houses (hereinafter referred to as the "said regulations" which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees _____ to purchase a ready built house as aforesaid and the Board had sanctioned an advance of Rupees _____ to the Borrower vide the office letter no. _____ dated a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein.

AND WHEREAS at the time of the drawal of the said loan an agreement was executed by and between the Mortgagor and the Mortgagee whereby the Mortgagor inter alia undertook to execute a document mortgaging the said flat to the Mortgagee as security for the amount advanced to, Mortgagor as also for the interest payable for the said amount in the form provided by the said regulations.

AND WHEREAS by a deed of conveyance dated the _____ day of _____ executed by and between the _____ of the one part and the Mortgagor of the other part for consideration in the said indenture mentioned the _____ transferred and assigned the properties more particularly mentioned in the schedule to the said document as also the schedule hereunder to the Mortgagor on terms and conditions in the said indenture mentioned.

AND WHEREAS the consideration for the said transfer was paid by the Mortgagor out of the loan of Rs. _____ advanced to him.

NOW THIS INDENTURE WITHINSEETH as follows:-

(i)(a). In pursuance of the said Regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the MORTGAGOR pursuant to the provisions contained in the said Regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the MORTGAGOR shall always duly observe

and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs. _____ (Rupees _____ only) by* monthly instalments of Rs. _____ (Rupees _____ only) from the pay of the Mortgagor commencing from the month of _____ two thousand _____ i.e. from the pay of the month following that in which the advance is drawn and the Mortgagor hereby authorises the Mortgagee to make deduction from his monthly pay/leave salary/subsistence allowance of the amount of such instalments and the Mortgagor shall after paying the full amount of the advance also pay interest due thereon in **_____ monthly instalments in the manner and on the terms specified in the said Regulations. Provided that the Mortgagor shall repay the entire advance with interest in full before the date on which he/she is due to retire from service, failing which the Mortgagee shall be entitled to enforce this security to the Mortgage at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(b)In pursuance of the said regulations and in consideration of the said advance sanctioned/paid by the MORTGAGEE to the Mortgagor pursuant to provision contained in the said regulations the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said Regulations and shall repay to the MORTGAGEE the said advance of Rs..... (Rupees.....only by monthly instalments of Rs..... from the pay of the Mortgagor commencing from the month of.....20..... or from the pay of the month following that in which the advance is drawn, till the date of his superannuation and balance then remaining outstanding on his superannuation together with the interest on the amount advanced from the date of the advance to the date of repayment from his gratuity/death cum-retirement gratuity and the Mortgagor herebyauthorises the Mortgagee to make deductions from his monthly pay/leave salary /subsistence allowance of the amount of such instalments and from his gratuity/death-cum retirement gratuity or such of the balances remaining unpaid at the

date of his death/retirement/supperannuation as hereinbefore mentioned, falling which the Mortgagee shall be entitled to enforce this security of the Mortgagee at any time thereafter and recover the balance of the advance then due together with interest and costs of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

NOTE : (Delete clause (i) (a) or (i) (b) whichever is applicable).

(ii).if the MORTGAGOR shall utilise the advance for a purpose other than that for which the advance is sanctioned, or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reasons other than normal retirement/superannuation or if he/she dies before payment to the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms and conditions and stipulations specified in the said Regulations and on his/her part to be observed and performed than and in any such case the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereof at * _____ percent per annum calculated from the date of the payment by the MORTGAGEE of the first instalment of the said advance. Notwithstanding anything contained herein, if the Mortgagor utilises the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagor as may be appropriate under the service Regulations applicable to the Mortgagor.

(iii).In further pursuance of the said Regulations and for the consideration aforesaid and to secure repayment of the aforesaid advance an interest as shall at any time or times hereinafter be due to the Mortgagee under the terms of these presents the Mortgagor Doth hereby grant, convey, transfer or assure unto the Mortgagee. ALL AND SINGULAR the said property comprised in the said Conveyance dated _____ and more particularly described in the Schedule hereunder written together with buildings to be erected by the Mortgagor on the said property (if any) hereinafter referred to as the Mortgaged property, or materials for the time being thereon with all rights, easements and appurtenances to the said mortgaged

property or any of them belonging subject to covenants by the purchaser and to the conditions therein contained to HOLD the same unto retransfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv).AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part therein contained or if the MORTGAGOR shall become insolvent or shall cease to be in service for any reason other than normal retirement/superannuation or if he/she dies before all the dues payable to the MORTGAGEE under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE to sell without the intervention of the court, the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which they be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit and IT IS HEREBY declared that the receipt of the MORTGAGEE for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale* (and in the next place to pay to the _____ Less or of the Mortgaged property _____ 50 percent of the unearned increase pursuant to clause _____ to the said lease) and then to pay moneys in or towards the satisfaction of the money for the time being owing to the security or these presents and the balance if any to be paid to the Mortgagor.

(v).THE MORTGAGOR hereby covenants with the MORTGAGEE as follows:-

(a).That the Mortgagor now hath in himself/herself good right and lawful authority to grant, convey, transfer, assign and assure the MORTGAGED property unto and to the use of the MORTGAGEE in the manner aforesaid.

**** (b).**That the Mortgagor shall carry out the construction of the house/additions to living accommodation in the aforesaid house exactly in accordance with the approved

plan and specifications on the basis of which the above advance has been computed and sanctioned unless a departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for instalments of advance admissible at the plinth/roof level, that the construction is being carried out in accordance with the plan and estimates furnished by him to the Mortgagee, that the construction has reached plinth/roof level and that the amount already drawn out of the sanctioned advance has actually been used in the construction of the house. He/She will allow the Mortgagee to carry out either by himself, or through his representative an inspection to verify, the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by her/him together with interest thereon at _____* percent per annum and further will also be liable to appropriate disciplinary action under the service regulations applicable to the Mortgagor.

**** (c).** That the Mortgagor shall complete the construction of the house/additions to living accommodation in the aforesaid house within eighteen months of *** _____ unless an extension of time is allowed in writing by the Mortgagee in case of default the Mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest calculated under the said regulations, in one lump sum. The Mortgagor shall report to the Mortgagee the date of completion of the house and furnish a certificate to the Mortgagee that the full amount of the advance has been utilised for the purpose for which it was sanctioned.

(d). That the MORTGAGOR shall immediately insure the house at his own cost, with the Life Insurance Corporation of India for a sum not less than the amount of the aforesaid advance and shall keep it so insured against loss of damage by fire, flood and lightning as provided in the said Regulations till the advance is fully repaid to the Mortgagee and deposit the policy of insurance with the Mortgagee. The Mortgagor shall pay regularly the premium in respect of the said insurance from time to time and will when required produce the Mortgagee the premium receipts for inspections. In the event of failure on the part of the MORTGAGOR to effect the insurance against fire, flood and lightning it shall be lawful but not obligatory for the MORTGAGEE to insure the said house at the cost of the MORTGAGOR and add the amount of the premium to the outstanding amount of the advance and the MORTGAGOR shall

thereupon be liable to pay interest thereon as if the amount of the premium had been advanced to him as part of the aforesaid advance at _____ till the amount is repaid to the Mortgagee or is recovered as if it were an amount covered by the security of these presents. The Mortgagor shall give a letter to the mortgagee as often as required addressed to the Insurer, with which the house is insured with a view to enable the Mortgagee to notify to the Insurer the fact that the Mortgagee is interested in the Insurance policy secured.

(e).That the Mortgagor shall maintain the aforesaid house in good repair at his own cost and shall pay all the Municipal and other local rates, taxes and all other outgoings in respect of the mortgaged property regularly until the advance has been repaid to the Mortgagee in full. The Mortgagor shall also furnish to the Mortgagee an annual certificate to the above effect.

(f).The Mortgagor shall afford full facility to the Mortgagee for carrying out inspection after completion of the house to ensure that it is maintained in good repair until, the advance has been repaid in full.

(g).The Mortgagor shall refund to the Mortgagee any amount together with interest if any, due thereon drawn on account of the advance in excess of the expenditure incurred, for which the advance was sanctioned.

(h).That the said Conveyance Deed dated _____ is now valid and subsisting lease of the said Mortgaged property and are in no wise void or voidable and the rents and the covenants and conditions in and by the indenture of Lease reserved have been paid, performed and observed upto the date of these presents and that the same is assignable in the manner herein before stated.

(i).That the MORTGAGOR will so long as any money shall remain owing on security of the said Mortgaged property hereinbefore expressed to be hereby assigned and in any case for the period of the said agreement, duly observe all the covenants by the Lease and conditions contained in the said indenture of Lease referred to in the Schedule hereunder written and keep the Mortgagee indemnified against all actions, suits, proceedings, costs, charges, claims and demands which will be incurred or sustained by reasons of the non-payment of the said rent of the breach non-performance or non-observance of the said covenants and conditions or any of them.

(j).That the Mortgagor shall not during the continuance of these presents charge, encumber, alienate or otherwise dispose of the Mortgaged property.

(k).Notwithstanding anything contained herein, the mortgagee 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 gratuity that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO*

IN WITNESS WHEREOF THE MORTGAGOR has hereunto set his hand and Shri _____ in the Office of _____ for and on behalf of the Board of Trustees has hereunto set his hand.

Signed by the said (Mortgagor) _____ in the presence of _____

* To be filled in by Mortgagor.

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness : _____

Address : _____

Occupation : _____

Signed by Shri _____ in the Office _____ for and on behalf and by order and direction of the Board of Trustees in the presence of _____

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness : _____

Address : _____

Occupation : _____

NOTE: Before paying stamp duty on this document the applicants are advised to contact the respective State Government/Administrations for ascertaining whether exemption from payment of stamp duty is available.

FORM NO. 5

Form of Agreement to be executed at the time of drawing an advance by Mormugao Port Trust Employees for purchase of plot of land and building of house enlargement of existing house and purchase of ready made house (Regulation 7).

AN AGREEMENT MADE THIS _____ day of _____ two thousand and _____ BETWEEN _____ son of _____ presently serving as _____ (hereinafter called "The borrower" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Mormugao (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 desires to *purchase land and construct a house thereon/* enlarge living accommodation in his/her house at _____ * purchase a ready built house described in a Schedule hereto annexed and whereas the borrower has under the provision of the Mormugao Port Employees'(Grant of Advances or Building of Houses) Regulations. (hereinafter referred to as the "said Regulations," which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees _____ to * purchase the said land *construct a house thereon *enlarge living accommodation in his/her house/* purchase a ready built house as aforesaid and the Board has sanctioned an advance of Rupees _____ to the Borrower vide the Office letter 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. 1. in consideration of the sum of Rupees _____ (insert the amount of the first instalment) to be paid by the Board after executing of this Agreement for the purchase of land and the sum of Rs. _____ (insert balance amount to be paid) to be

paid by the Board to the Borrower as provides in the said Regulations, the Borrower hereby agrees with the Board: **(a)** to repay to the Board of Trustees the said amount of Rs._____ (insert full amount sanctioned) with interest calculated in accordance with the said Regulations for the time being in force by monthly instalments of Rs. _____ from his pay commencing from the month of _____ two thousand and _____ or from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay leave salary bills/subsistence allowance bills.

(b)(i). Within two months from the date of receipt of the amount of Rs. _____ (insert amount or instalment to be paid) out of the said sanctioned advance or within such further time as Board/Chairman may allow in this behalf, to expend the aforesaid amount in the purchase of land and to produce for inspection of the Government the sale deed in respect thereof failing which the borrower shall refund to the Government the entire amount of the advance received by him together with interest thereon.

(ii). within three months from the date of the receipt of the aforesaid advance of Rs. _____ (Rupees _____ only) to expend the aforesaid amount in the purchase of the said ready built house and mortgage it to the Board failing which the Borrower shall refund the entire amount of advance together with interest to the Board forthwith unless an extension of time is granted by the Board.

(iii). to complete construction/enlargement of the said house within 18 months of _____ strictly in accordance with the plan and specifications to be approved by the Board and on the basis of which the amount of advance is to be computed and sanctioned finally of within such extended as may be laid down by the Board.

2. If the actual amount paid by the borrower for the purchase of land and building a house thereon *enlarging the house/purchase of a ready built house is less than the amount received under these presents by the Borrower, to repay the difference to the Board forthwith.

3. To execute a document mortgaging the said house, land along with the house to be built thereon to the Board 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 regulations.

4.If the land is not purchased and the sale deed thereof not produced for inspection of the Board within two months of the date of drawal of the part of the advance for that purpose, or within such further time as the Board/Chairman may allow in this behalf.

If the house is not purchased and mortgaged within three months of advance or within further time as the Board/Chairman may allow in this behalf* if the Borrower fails to complete the construction/enlargement of the said house as herein before agreed or if the Borrower becomes insolvent or quits service of the Board or dies, the entire amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Board.

5.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.

6.Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the Borrower to the Board, the Board will be entitled to recover the same by deducting from his pay such amounts as it shall deem reasonable.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ for and on behalf of the Board set his hand.

To Schedule above referred to:

(To be filled by the Borrower)

Signed by the said Borrower in the presence of: _____

(Signature of the Borrower)

1st Witness:_____

Address: _____

Occupation: _____

2nd Witness:_____

Address:_____

Occupation: _____

Signed by Shri _____

in the office of _____

(for and on behalf of the Board)

In the presence of:

1st Witness: _____

Address: _____

2nd Witness: _____

Address: _____

Occupation: _____

FORM NO. 5A

Special form of Agreement to be executed by Mormugao Port Employees for purchase of land and building a house, in a case in which the title to the land will pass to him after the house is built.

(Regulation 7(a) (1) and 7(a) (3) (i))

AN AGREEMENT MADE THIS _____ DAY OF TWO THOUSAND AND _____ Between _____ son of _____ at presently serving as _____ (hereinafter called “the Borrower” which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Mormugao (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 desires to purchase from _____ (insert name of the Vendor) the land at _____ described in the schedule hereto and to construct a house on the said land.

AND WHEREAS the conveyance of the said land will be executed by the said _____ (insert name of the Vendor) in favour of the Borrower only when the house is constructed.

AND WHEREAS the Borrower has under the provisions of the Regulations framed by the Board to regulate the grant of advances to Mormugao Port employees for building of houses, (hereinafter referred to as the said regulations which expression shall where the context so admit, include an amendments thereof or addition thereto for the time being in force) applied to the Board for an advance of Rupees_____ for the purchase of land and construction of a house thereon and the Board has sanctioned an advance of Rs. _____ (insert full amount sanctioned) to the Borrower vide letter no._____ date _____ 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 amount of the first instalment) to be paid by the Board after execution of this agreement for the purchase of land and the sum of Rupees _____ (insert balance amount to be paid) to be paid by the Board to the Borrower as provided in the said regulations, the Borrower hereby agrees with the Board.

(a). to repay to the Board the said amount of Rupees _____ (full amount of loan) with interest calculated in accordance with the said rules for the time being in force by _____ (number to be filled in) monthly instalments of Rupees _____ from his pay commencing from the month of _____two thousand and _____ or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills;

(b). to assign in favour of the Board by way of security all his rights as the purchasers of the said land in respect of the said land and as against the said _____ (insert the name of the vendor as soon as he has paid the purchase price of the said

land and obtained possession of the said land and for the purpose execute a further assurance in the form provided in the said regulation;

(c).to complete construction of the said house within eighteen months of the date of drawal of the first instalment of advance strictly in accordance with the plan and specifications to be approved by the Board and on the basis of which the amount of advance is to be computed and sanctioned finally or within such extended period as may be laid down by the Board;

(d).if the actual amount paid for the construction of the house is less than the amount received under these presents by the Borrower to repay the difference to the Board forthwith; and

(e).to execute a document mortgaging the said land along with the house built thereon to the Board as security for the amount agreed to be advanced to the Borrower under these presents 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.

2. If the borrower failed to complete the construction of the said house as herein before agreed, or fails to execute the further assurance after he has paid the purchase price of the said land and taken possession of the said land or fails to execute the mortgage deed after the necessary conveyance or assurance has been executed in his favour.If the borrower becomes insolvent or quits the service of the Board or dies, the whole amount of the advance, together with the interest accruing thereon shall immediately become due and payable to the Board.
3. 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.
4. Without prejudice to any other right of the Board in that behalf, if any amount becomes refundable or payable by the borrower to the Board, the Board will be entitled to recover the same as arrears of land revenue.

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ in the Office _____ for and on behalf of the board has hereunto set his hand.

****SCHEDULE ABOVE REFERRED TO**

(Set out the description of the Land)

Signed by the said Borrower in the presence of:

(Signature of the Borrower)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

Signed by Shri _____ in the Office of _____ in the presence of _____ (for and on behalf of the Board)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

FORM NO. 5B

Special form of Agreement to be executed by Mormugao Port Trust Employees before drawing the second instalment of advance for building a house in a case in which he has drawn the first instalment of advance for purchasing the land after executing an

Agreement in Form No.5 or No.5A and where the title to the land will be passed to him after the house is built.

Regulation 7(a) (1) (ii) and 7 (a) (5) (ii)

AN AGREEMENT MADE THIS _____ day of _____ TWO THOUSAND AND _____ BETWEEN _____ son of _____ at present serving as _____ (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Port of Mormugoa (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 desired to construct a house on the land at _____ described in the Schedule hereto.

AND WHEREAS the Borrower has under the provision of the Regulations framed by the Board to regulate the grant of advances to Mormugao Port Employees for building of house, (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 Rupees _____ and the Board has sanctioned an advance of Rs. _____ (insert full amount sanctioned) to the Borrower vide the Office letter no. _____ dated _____ a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. And whereas pursuant to an agreement dated _____ executed between the parties herein the Board advanced to the Borrower sum of Rs. _____ (insert first intalment paid) out of the aforesaid sanctioned sum of Rs. _____ (insert full amount sanctioned) to enable the Borrower to purchase the above land and on the terms and conditions set out in the said Agreement.

AND WHEREAS the borrower has paid the purchase price of said land to _____ (insert the name of Vendor) from the aforesaid advance and has obtained possession of the said land.

AND WHEREAS the borrower has requested the Board to advance the balance of the aforesaid sanctioned amount. And whereas the conveyance of the aforesaid sanctioned amount. And whereas the 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. NOW IT IS HEREBY AGREED by and between the parties hereto follows:

1. In consideration of the sum of Rupees _____ (insert first instalment) already paid by the Board and the balance of Rs. _____ (insert balance payable) to be paid by the Board to the Borrower as provided by the said Regulations the Borrower with intent to secure repayment of the said sum of Rs. _____ (full amount of loan sanctioned) (Rupees _____) 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 Vendor).

2.The borrower hereby agrees with the Government :

(a).to repay to the Board the said amount of Rupees _____ (insert full amount of loan 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 _____ two thousand and _____ or from the month following the completion of the house, whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills;

(b).to complete construction of the said house within eighteen months of the date of drawal of the first instalment 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 and to obtain the necessary conveyance or assurance in his favour within a period of three months of 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 total 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 hereinbefore provided or if the borrower becomes insolvent or quits the service of the Government or dies, the whole 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 realise 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.

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

IN WITNESS WHEREOF OF THE BORROWER has hereunto set his hand and Shri _____ in the office of _____ for on behalf of the Board has hereunto set his hand.

SCHEDULE ABOVE REFERRED TO*

(Set out the description of the Land)

Signed by the said Borrower in the presence of:

(Signature of the Borrower)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

Signed by Shri _____ in the Office of _____ in the presence of _____ (for and on behalf of the Board)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

FORM NO. 5C

Special form of Agreement to be executed by Mormugao Port Trust Employees before drawing the first instalment of advance for building of a house in a case, in which 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.

(Regulation 7(a) (2) (i) and 7(a) (4) (i))

AN AGREEMENT MADE THIS _____ DAY OF _____ two thousand and Between _____ son of _____ at present serving as _____ (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of Port of Mormugao (hereinafter called 'the Board' which expression shall unless exclude 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 the 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 the 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 provisions of the regulations framed by the Board to regulate the grant of advances to Mormugao Port Employees for building 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 Rupees _____ and the Board has sanctioned an advance of Rupees _____ (insert full amount sanctioned) to the Borrower vide the Office letter 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) (Rupees _____ only) 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

_____two thousand and _____ for from the month following the completion of the house whichever is earlier and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary and subsistence allowance bills.

(b).to complete construction of the said house within eighteen months of the date of drawal of the first instalment 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 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 along with 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 hereinbefore 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 whole or any specified part of the gratuity that may be sanctioned to him.

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

SCHEDULE ABOVE REFERRED TO**

(Set out the description of the land)

IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ in the office of the _____ for and on behalf of the Board has hereunto set his hand.

Signed by the said Borrower in the presence of:

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

Signed by Shri _____ in the Office of _____ in the presence of _____

(for and on behalf of the Board)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

FORM NO.5D

Form of Agreement to be executed at the time of drawing an advance by the Mormugao Port Trust Employees to repay the loan taken for construction of a house.

(Regulation 7(7))

AN AGREEMENT MADE THIS _____ day of _____ two thousand _____ BETWEEN _____ son of _____ at present serving as _____ (hereinafter called "the Borrower" which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators and legal representatives) of the one part and the Board of Trustees of the Port of Mormugao (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 desires to repay a loan taken by him for construction of a house described in the schedule hereto annexed, and whereas the borrower has under the provision of the Mormugao Port Employees' (Grant of advances for Building of Houses) Regulations (hereinafter referred to as the "said Regulations", which expression shall, where the context so admits, include any amendment thereof or addition for the time being in force) applied to the Board for an advance of Rupees _____ to repay the loan taken by him from the Third Party for construction of a house as aforesaid and the Board has sanctioned an advance of Rupees _____ to the Borrower vide the office letter 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 AND BETWEEN THE parties hereto as follows:-

1. In consideration of the sum of Rupees _____ to be paid to the Borrower by the Board after executing this Agreement to repay the loan taken by him for the construction of a house as provided in the said Regulations, the borrower hereby agrees with the Board to:
 - (a). repay to the Board the said amount of Rs. _____ (insert full amount sanctioned) with interest calculated in accordance with the said regulations for the time being in force by monthly instalment of Rs. _____ from his pay commencing from the month of _____ two thousand and _____ and the Borrower hereby authorises the Board to make such deductions from his monthly pay, leave salary/subsistence allowance bills;

(b).expend the aforesaid amount in the repayment of a loan taken by the Borrower for constructing a house, redemption of the said house and to mortgage it to the Board within three months from the date of receipt of the aforesaid advance of Rs._____ failing which the Borrower shall refund the entire amount of the advance together with the interest to the Board forthwith unless an extension of time is granted by the Chairman;

(c).repay the difference to the Board forthwith if the actual amount paid for the redemption of the house is less than the amount received under these by the Borrower.

2. IT IS HEREBY FURTHER AGREED AND DECLARED THAT if the house is not redeemed and mortgaged to the Board within three months from the drawal of the advance or within such time as the Board/Chairman may allow in this behalf, or if the Borrower becomes insolvent, or quits service of the Board, or dies, the entire amount of the advance together with the interest accruing thereon shall immediately become due and payable to the Board.

3. 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.IN WITNESS WHEREOF THE BORROWER has hereunto set his hand and Shri _____ for and on behalf of the Board has hereunto set his hand.

The schedule above referred to:

(To be filled by the Borrower)

Signed by the said Borrower in the presence of:

(Signature of the Borrower)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

Signed by Shri _____ in the Office of _____ in the presence of _____

(for and on behalf of the Board)

1st Witness : _____

Address : _____

Occupation : _____

2nd Witness: _____

Address : _____

Occupation: _____

FORM NO.5E

An Agreement made this _____ day of _____ two thousand and _____ between _____ son of _____ at present serving as _____ (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his heirs, executors, administrators or legal representatives) of the One Part and the Board of Trustees of the Port of Mormugao (hereinafter called the Mortgagee 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 Mortgagor is an employee working as _____ for the Board of Trustees of the Port of Mormugao, and whereas the Mortgagee has introduced a scheme to finance the house building activities for their staff and the scheme known as Regulation 7 of the M.P.E. (Grant of Advance for Building of Houses) Reg. 1973 has been formulated and is in force.

And whereas the Mortgagor has acquired the herein below:

And whereas the Mortgagor has become desirous of constructing a house therein accordance with the specification and plans duly approved by the authorities concerned which is append and more fully set out in schedule 'B'.

And whereas for the construction of house, the Mortgagor requires money and he has become desirous of availing of the benefit of the scheme more fully referred to above.

And whereas the Mortgagor approached the Mortgagee and sought sanction of a loan of Rs. _____ which is the maximum limit permissible under the scheme.

And whereas the Mortgagor has also addressed a available necessary finance subject to the Mortgagor performing certain terms and conditions stipulated in that behalf.

And whereas the Mortgagor has also addressed a letter in that behalf to the Mortgagee.

And whereas subject to the terms set out in the said letter and subject to the stipulations more fully set out hereinafter, the Mortgagee has decided and agreed to advance necessary amounts to the Mortgagor and the terms and conditions agreed to in that behalf are required to be reduced into writing.

Now, therefore this agreement is entered into and witnesseth as follows:

That subject to the terms and conditions more fully set out hereinafter, the Mortgagee has agreed to advance in all, total sum of Rs. _____ payable in instalment to the Mortgagor on the terms and conditions more fully set out hereinafter and subject to the provisions of MPE (Grant of Advances for Building of Houses) Reg. 1973.

The amount to be advanced by the Mortgagee to the Mortgagor is strictly in accordance with the terms of the aforesaid regulations.

The Mortgagor shall execute an unregistered equitable mortgage by depositing the title deeds and the Mortgagor shall deposit the title deeds with the Mortgagee within 24 hours of this agreement at Mormugao by way of equitable mortgage by way of deposit of title deed and the Mortgagee shall be entitled to recover the moneys in the event of default being committed by the Mortgagor as stipulated in the aforesaid regulation on the charge and security of the property covered by the said mortgage and which is more fully described in schedule 'A' herein below and the Mortgagee shall be entailed to enforce itself the security not only in respect o the land described in schedule 'A' but also of the superstructure that are in existence and those that might be constructed hereafter by the Mortgagor.

The Mortgagor during the subsistence of the mortgage shall not alienate the property in any manner whatsoever without the written consent of the Mortgagee and if contrary the same, if the Mortgagor alienates in any manner, the Mortgagee shall be entitled to recover the entire moneys agreed to be advanced forthwith in the lumpsum and if any balance remains to be advanced from out of the total amount agreed to be advanced herein the said balance need not be advanced by Mortgagee and the balance amount advanced shall be recovered forthwith interest at the rate stipulated in the aforesaid regulation.

The Mortgagor shall pay all taxes to the Panchayat and/or to the Municipality and/or to the Government and those that are in force or might be imposed or levied hereafterwards during subsistence of the Mortgage.

The Mortgagor shall personally occupy the building to be constructed and shall not lease out the whole or any portion of the premises without the written permission of the Mortgagee.

The Mortgagor shall maintain the property and the superstructure that are in existence and those that might be constructed hereafterwards in good condition and the Mortgagor shall attend to all repairs major or minor and also attend to usual white washing and other necessary steps for its upkeep.

SCHEDULE ‘A’

Description of the property.

SCHEDULE ‘B’

Approved Plans – approved by the Panchayat and/or Municipality,

In witness whereof, we the parties hereto have set our hands and put our signatures on this _____ day of _____ at Mormugao .

MORTGAGOR

MORTGAGEE

Witnesses:

1. _____

2. _____

1. _____

2. _____

FORM NO. 5F

Form or Tripartite Agreement to be Executed at time of Drawing an Advance by Employee of the Board for Purchase of House.

This Agreement made this _____ day of _____ two thousand _____ between Shri _____ s/o. Shri _____ resident of _____ at present serving at _____ hereinafter called the 'Borrower' (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the First Part, the _____ a body corporate constituted under section _____ hereinafter called 'the authority' of the Second Part and the Board of Trustees of the Port of Mormugao, hereinafter called the Board (which expression unless repugnant to the context shall include its successors and assigns) of the Third Part.

Whereas the 'Borrower' desired to purchase a ready built flat/house from the Authority under its self financing Housing Scheme (hereinafter referred to as 'the said

Scheme') which envisages allotment of ready built house/flat after a period of _____years and payment of the cost of construction in instalments as mentioned in the brochure of the scheme.

And whereas the Borrower has under the provision of the rules framed by the Board to regulate the grant of advance to the employees of the Board for building houses, etc. (hereinafter referred to as the said rules including any modifications thereof) applied to the Board for an advance of Rs. _____to purchase a house/flat under the Regulations and the Board has sanctioned an advance of Rs._____ the Borrower vide the _____ letter No._____ dated_____ a copy of which is annexed to these present for the purpose aforesaid on the terms and conditions set forth therein.

In consideration of the sum of Rs. _____ (Rupees_____) already deposited by the Borrower as initial amount of registration deposit with the Authority under the scheme for the purpose of ready built house/flat and the sum of Rs._____ (Rupees_____) (insert the amount of advance sanctioned) to be paid by the Board directly to the Authority on behalf of the Borrower, it is hereby agreed to by and between the parties hereto as follows:

1. On the receipt of an assurance from the Authority that the house will be allotted to the borrower herein, the amount of house building advance permissible will be sanctioned to the borrower but the actual payment will be made to the Authority as and when demanded by them on pro-rata basis, calculated as under, consistent with the progress of construction:

Amount	=	Amount demanded	x	Amount of House
each		Total cost of the flat exclu-		Building Advance
instalment		ding the amount of initial		anctioned.
of HBA.		deposit or earnest money.		

The amount in excess of the amount of the house building advance permissible and sanctioned to the borrower will be paid by the borrower to the Authority directly so as to make the payment to the _____ in the manner as mentioned hereinbefore.

In case there is any delay in payment of the instalment by the Board or Borrower or any other default in either case it will be treated as default on the part of the borrower and consequences of such default will be borne by the borrower whose sole responsibility it shall be to make all the payments.

2. An Authority will maintain a separate account for the borrower and adjust the payment of advance received by it from Board against the cost of construction of particular category of house/flat supplied for him.
3. On completion of the house/flat and subject to the fulfilment of all relevant terms and conditions including these specified in Para _____ of the terms and conditions given in the brochure, which is annexed to these presents, its possession will be handed over to the borrower forthwith along with the title thereto on lease/free hold right basis who will mortgage the house/flat within _____ day to _____ as security for the said advance. He should furnish all the necessary certificates for the purpose of registration.
4. The cost of the house/flat, if in excess of the amount of house building advance sanctioned will be borne and paid by the borrower.
5. The borrower is to repay to the Board the said amount of Rs. _____ (insert full amount sanctioned with paragraph 7 mentioned below) by _____ (number of instalments to be filled in) monthly instalments of Rs. _____ from his pay commencing from the month of _____ two thousand _____ or from the month following obtaining of the possession of the house which ever is earlier and the borrower hereto authorises the Board _____ to make such deductions from his monthly pay, leave salary and subsistence allowance bills.
6. If the borrower wants to withdraw from the scheme or fails to pay the balance amount representing the difference between the house building advance sanctioned by the Board and the actual cost of the house/flat, or quits the service of the Board or dies, the amount of the house building advance will be refunded forthwith to the Board. The amount of initial deposit of _____ will be refunded to the

borrower or his legal heirs as the case may be by the Authority after deducting such amount as may be payable by him as communicated in the brochure:

Provided, however, in the event the borrower quits the service of the Board or dies, the Authority may, in its absolute discretion, allow the borrower or his legal heirs, if they choose so, as the case may be, to deposit the amount refunded to the Board as mentioned herein above on an undertaking by the borrower or his legal heirs, as the case may be, to pay such further sum or sums or may have been payable by him under these presents to the Authority:

Provided further that in the event the borrower quits the Service of the Board or dies, as the case may be, the terms of this agreement as applicable to the authority and the borrower shall be deemed to continue irrespective of the facts that in relation to the Board this agreement has come to an end.

7. The rates of interest on house building advance will be in accordance with the order of the Government of India issued in that regard from time to time. Any gain in interest whatsoever paid by the _____ to the borrower till the house/flat if offered for possession, will accrue to the Board.
8. The stamp duty payable on these presents shall be borne by the Borrower.

In witness whereof the Borrower has hereinto set his hand and Shri _____ of the Authority has hereinto set his hand and Shri _____ Secretary for and on behalf of the Board has hereinto set his hand.

Signature of the Borrower

1st Witness : 1.

Address: 2.

Occupation:

2nd Witness : Signed by Shri _____

Occupation: in the Ministry/Office of _____

Address: _____ for and on behalf of the Board _____

BOARD

Signed by Shri _____ on behalf of the Authority
in the presence of

AUTHORITY

AUTHORITY SCHEDULE OF THE PROPERTY

All that house/flat No. _____ etc.

FORM NO.6
THE MORMUGAO PORT EMPLOYEES (GRANT OF
ADVANCE FOR
BUILDING OF HOUSES) REGULATIONS, 1973.
SURETY BOND/Vide Regulation 7(b)

KNOW ALL MEN BY THESE PRESENTS that I _____ son of _____ a resident of _____ in the District of _____ at present employed as a permanent _____ in the _____ (hereinafter called "the Surety") am held and firmly bound into the Board of the Port of Mormugao (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assign) in the sum of Rs. _____ (Rupees _____ only) to be paid to the Board 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 _____ two thousand and _____
WHEREAS _____ son of _____ a resident of _____ in the

district of _____ at present employed as a temporary/permanent _____ in the _____ (hereinafter called "the Borrower")* (but is due to retire on _____) applied to the Board for an advance of Rs. _____ for the purpose of constructing a new house or enlarging living accommodation in an existing house/purchasing a ready built house. AND WHEREAS the Board sanctioned the payment of Rs. _____ (Rupees _____ only) under the Mormugao Port Employees' (Grant of advances for Building of houses) Regulations, 1973. AND WHEREAS the Borrower has undertaken to repay the said amount in _____ monthly instalments. AND WHEREAS the Borrower has further undertaken to mortgage the house built/purchased with the help of the said amount and to observe the provision of the said Regulations. AND WHEREAS in consideration of the Board of Trustees having agreed to grant the aforesaid advance to the Borrower the Surety has agreed to execute the above bond with such condition as hereunder _____ written _____.

NOW THE CONDITION OF THE OBLIGATION IS SUCH that if the said Borrower shall while employed in the said or any other office _____ duly and regularly pay or cause to be paid to the Board the amount of the aforesaid advance owing to the Board by instalments until the said sum of Rs. _____ (Rupees _____ only) shall be duly paid or mortgaged to the Board the house built/purchased referred to above whichever even happens earlier, then this bond shall be void, otherwise the same shall be and remain in full force and viture. 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 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 oneinstalment by viture of this of 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 of _____ 20 _____

(Signature of Surety)

Designation:

Office _____ to _____ which _____ attached _____

Signature, address and occupation of the witness _____ in the presence of:

i)

ii)

Signed by Shri _____ in the office of: _____

For and on behalf of the Board of Trustees of the port of Mormugao in presence of:

1st witness: _____

Address: _____

Occupation : _____

Address: _____

Occupation: _____

FORM NO.7

Mormugao Port employees' (Grant of Advance for Building of Houses) Regulations, 1973.

FORM OF RECONVEYANCE FOR HOUSE BUILDING ADVANCES VIDE REGULATION 10 (d)

THIS DEED OF RECONVEYANCE IS MADE THE _____ day of _____ 20_____ BETWEEN THE BOARD OF TRUSTEES OF THE PORT OF MORMUGAO (hereinafter called 'the Mortgagee which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the one part & _____ of _____ (hereinafter called 'the mortgagor' which expression shall unless excluded by or repugnant to the subject or context include his/her executors, administrators and assigns) of the other Part.

WHEREAS by an Indenture of mortgage, dated the _____ day of _____ of _____ 20 _____ and made BETWEEN the Mortgagor of the one part and the Mortgagee of the other part and registered at _____ in the Book _____ volume _____ pages _____ 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 Mortgagee to 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 hereafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises the Mortgagee doth hereby grant assign and reconvey unto the Mortgagor ALL THAT THE piece of land situated at _____ and comprised in the said Principal Indenture and more particularly described in the Schedule hereunder written with their rights, easements and appurtenances as in the PRINCIPAL INDENTURE expressed and all the estates, right, title, interest, property, claim and demand 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 here before expressed, to be hereby granted, assigned and reconveyed unto and to the use of the Mortgagor, forever 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, PRINCIPAL INDENTURE or of anything relating to the premises AND THE MORTGAGEE hereby covenants with the Mortgagor that the Mortgagee has not done or knowingly suffered or been party or privy to anything whereby the said premises or any part thereof are/is or can be impeached, encumbered or affected in title estate of otherwise howsoever, IN WITNESS whereof the Mortgagee has caused _____ on his behalf to set his hand the day and year first above written.

SCHEDULE ABOVE REFERRED TO

Signed by _____ for and on behalf of the Mortgagee in the presence of
Witnesses_____

Signature _____

for and on behalf of the Board

1st witness: _____

Address:_____

Occupation :_____

2nd Witness:

Address:_____

Occupation:_____

By Order,

Shivakumar Dhindaw

SECRETARY

Mormugao, Goa.

3rd April, 1973.

V.No. 27838/1973.

(Published in the Government Gazette No. 5, series III dated 3/5/1973.)

The Principal Regulations and the subsequent amendments:-

- 1. Principal Regulations:- Central Govt. sanction no. 7 – PE-(27/70 dated 21.8.73, published in the Official Gazette of Govt. of Goa, Daman & Diu, Series III, No.22 dated 30-8-83.**

Subsequent Amendments: (i) PW/PEG-45/79 dated 31.3.80, published in the Official Gazette of Goa Daman & Diu, Series III , no. 20 dated 16.8.79.

- 2. (ii) PW/PEG -38/80 dated 9.1.81 published in the Official Gazette of Govt. of Goa, Daman & Diu, Series III, No. 47 dated 19.2.81. (Published in the Government Gazette no. 5 Series III, dated 5, 1973).**

GSR No. 287(E) dtd 24/4/2001

GSR No. 828(E) dtd. 3/6/86

GSR No. 363(E) dtd 27/4/95

GSR No. 24(E) dtd 9/1/98