

TRADE FAIR AUTHORITY OF INDIA
House Building Advance(Grant & Recovery) Rules
Circular No. 11/98

Dated : 6th March,1978.

TITLE :

1. These Rules shall be called "The Trade Fair Authority of India, House Building Advance (Grant & Recovery) Rules".

COMMENCEMENT:

2. These rules shall come into force with effect from the date these are approved by the Board of Directors.

DEFINITIONS :

3. In these rules, unless the context indicated otherwise :-
 - (a) "Organisation" means the India Trade Promotion Organisation.
 - (b) "Managing Director/Chairman" and the "Board of Directors" means the Managing Director/ Chairman and the Board of Directors of the India Trade Promotion Organisation respectively.
 - (c) "Office" includes the Headquarters office of the Authority at New Delhi and unit office at Bombay.
 - (d) "Pay" includes Personal Pay and officiating pay (other than that drawn in leave vacancy) but does not include special pay.
 - (e) "Competent Authority" means the Board of Directors of the India Trade Promotion Organisation.
 - (f) "Employee" means an employee of the Organisation borne on its regular establishment and does not include person /persons employed on daily wages as well as persons employed for specific period.

PERSONS ELIGIBLE:

4. (i) The regular employees of the organisation defined in Clause 3 (f) who have satisfactorily completed the period of probation and who have rendered at least 5 years service in the organisation/Government of India and other Central Government Public Sector Undertakings are eligible for House Building Advance. In the case of deputationists who are absorbed , the period of service rendered by them under Govt./ any public sector undertaking before absorption will be taken into account for the purpose of the above mentioned minimum service of 5 years. Surety of another regular employee of the organisation will be necessary if the employee is to retire within 18 months of the grant of advance and also when the advance required is for the purpose of purchasing a ready made house/flat/land (plot)

- NOTE : (i) The liability of the surety is discharged when the house/land is mortgaged to the organisation.
- (ii) Persons on deputation to the organisation will not be eligible for the grant of advances under these rules.

PURPOSE :

5. The advance may be given for the following purposes :
- (i) Construction of a new house at the place of duty or intended place of residence anywhere in India.
 - (ii) Purchase of a ready built house/flat provided :
 - (a) it is newly built;
 - (b) it has not been lived in since its construction;
 - (c) it is purchased from a Govt. or a semi-Govt. or an autonomous agency (i.e. Improvement Trust/DDA/Housing Board /Semi-Govt. Organisation etc.) or a Registered Cooperative Society.

Amendment vide O.O.No.Admn./1122/2000

5(c) it is purchased from a Govt. or an autonomous agency (i.e. Improvement Trust/DDA/Housing Board/Semi-Govt. Organisation etc.) or a registered cooperative society or from private registered builders/architects, but not from private individuals.

Note: In the case of purchase from private agencies, documents such as (i) valuation certificate by registered valuers, (ii) letter from the selling agency indicating the price and willingness to hand over a clearly distinguishable flat/house within two months and (iii) Non-encumbrance certificate will be required.

- (d) The purchase is an outright one and not on hire-purchase basis;
 - (e) the employee has a clear-title and has got the right of mortgage the house/flat; and
 - (f) the total cost of the house/flat does not exceed the prescribed ceiling stipulated in clause 7 (i) of these rules.
- (iii) For enlarging living accommodation in an existing house owned by the employee.
 - (iv) Partly for purchase of land and partly for purchase of land and partly for construction of new house thereon.

Added point (v) in Para 5 vide O.O. No.Admn.35/79 dt. 25.11.79

- (v) A house/flat sold by the Delhi Development Authority and the Self Financing Registration Scheme”.

Added point (vi) in Para 5 vide O.O. No.Admn.1015/2013 dt. 17.10.2013 w.e.f.24.09.2013.

- (vi) An employee shall be eligible for availing a second HBA for:
 - (a) Purchase of a new housing property, if the first HBA was utilized for repair, enlargement, renovation or modernization of an existing property.
 - (b) Repair, enlargement, renovation or modernization of the property, owned or jointly owned by him/her wife husband, if the first HBA was utilized for purchase of a new house owned or jointly owned by the employee.
 - (c) An employee will be eligible to avail the second HBA 5 years after he/she has availed the first HBA provided that the monthly installments for repayment of the first HBA are being regularly recovered from him/her.

MAXIMUM AMOUNT OF ADVANCE:

6. 75 months basic pay on the date of application subject to :
- (a) maximum of Rs.70,000/- for construction or purchase of a ready built house /flat.

(b) maximum of Rs.25,000/- for additions and extensions to existing house.

NOTE : 1.The amount will be fixed by the Managing Director after examining the detailed plans and estimates to be furnished by the employees .

2. In the case of construction in rural areas, the amount will not exceed 80% of cost of enlarging living accommodation provided that the said limit of 80% shall not apply where the rural area in which the house is proposed to be constructed falls on the periphery of a town or city.

3. An employee may also take final withdrawal from his/her Contributory Provident Fund to supplement the loan under this scheme for the construction of the house, provided the total amount drawn from both the sources does not exceed Rs.1,00,000/- or 75 months basic pay whichever is less.

4. Note more than one advance shall be sanctioned under the rules to an employee during his/her entire service.

Amended vide O/O No.652/81 dt. Nov.,81 w.e.f. 8.6.81

An employee may also take final withdrawal from his/her CPF to Supplement the loan under this scheme for the construction of the house provided the total amount drawn from both the sources does not exceed:-

(a) Rs. 60,000/- in respect of applicant whose 75 months basic pay is less than Rs. 60,000/-;

(b) Rs. 1.00 lakh in respect of applicant whose 75 months basic pay exceeds Rs.60,000/- but is less than Rs. 1.00 lakh;

(c) 75 months basic pay or Rs 1.50 lakh whichever is less for others.

Amended vide O/O No.-605/84 dt. 3.7.84 w.e.f. 28.6.84

6.(a) 100 months pay or Rs. 1.25 lakhs, whichever is less, for construction/ acquisition of a house;

(b) 100 months pay subject to a maximum of Rs. 40,000/- for enlargement of existing house.

In both cases the amount of advance actually admissible will be limited to the repaying capacity of the employees or the actual cost of Construction/acquisition/ enlargement, whichever is less.

Amended vide O/O No.1401/92 dt. 19/6/92

6.(a) 50 (fifty) months Basic Pay + Personal Pay instead of prevailing 80* (eighty) months pay.

However, the past cases where House Building Advances has already been sanctioned but not drawn by the employee may be reviewed for enhancement of advance, if applied for. In cases where the house building advance has been sanctioned and also drawn, the enhancement will be subject to the following conditions:-

(a) The employee/officer of ITPO should not have drawn the entire amount of house building advance sanctioned under the earlier orders; and

(b) The revised amount of house building advance calculated as per the liberalised scheme should not exceed 50% of the House Building Advance previously sanctioned.

Amendment vide O/O No.499/97. dt. 10/6/97

6.(a). 50 (fifty) months basic pay + Dearness Allowance + personal Pay subject to a maximum of Rs. 4.50 lakhs.

2. This amendment in the House Building Advance Rules will be applicable w.e.f. 27.5.1997 to the pay scales under IDA pattern. The other terms and conditions contained in the Administration office order No. Admn./1404/92 dated 19.6.92 will remain unchanged.

Amended vide O.O.No. Admn./1980/2000

6.(a) 50 (fifty) months basic pay + Dearness Allowance + personal Pay subject to a maximum of Rs. 7.50 lakhs.

Amended 6(a) vide O/O.No. Admn.471/2013 dt. 13.5.2013

6 (a) (i) Rs.15 lakh for all employees whose 50 months basic pay is upto Rs.6 lakh

(ii) Rs.20 lakh for all employees whose 50 months basic pay exceeds Rs.6 lakh but upto Rs.10 lakh.

(iii) Rs.25 lakh for all employees whose 50 months basic pay exceeds Rs.10 lakh.

Added para in 6(a) vide O.O.No.Admn.1015/13 dated 17.10.13 w.e.f.24.9.13

The maximum amount of advance for enlarging, renovating or modernizing of existing house owned by the employee or jointly owned with the spouse would be 50 times the current basic pay of the employee, subject to a maximum of Rs.10 lakh.

6.(B) Added vide O/O.No.Admn./1122/2000

(i) The employees may avail additional loan for the additional charges payable for conversion of property from lease-hold to free-hold.

(ii) The advance payable under Clause (I) above shall, however, be within the maximum limits of House Building Advance payable to the employee, keeping in view his/her entitlement, repaying capacity and other terms and conditions stipulated in the Rules”.

*Decision taken in file No. S-94/TFAl/E.I./89

Amended vide O.O.No.Admn./882/2001 dt. 27th July 2001

Enhancement of HBA not exceeding 100% of the HBA already sanctioned prior to revision may be allowed to employees of ITPO, if applied for, subject to the following conditions:

(a) Employee should not have drawn the entire amount of HBA sanctioned under earlier orders and/or where construction is not completed/full cost towards acquisition of house/flat is yet to be paid.

(b) There will be no deviation from the approved plan of construction on the basis of which the original sanction of HBA was accorded.

(c) The request for additional amount from loanee applicants, who have already drawn HBA should be considered on the basis of the revised cost of the original plan. In other words, the loanee cannot change the original plan of construction/flat but will be entitled to have the revised cost of the original

plan being considered to determine the quantum of the additional release of HBA, subject to a maximum of 100% of the HBA previously sanctioned. In any case, not more than one enhancement is admissible to an employee. Thus, if an employee has already availed the facility of any enhancement of HBA under any rules no enhancement of HBA will be admissible under these orders.

(d) Supplementary Mortgage Deed, Personal Bond and Sureties should be drawn and executed at the expense of the loanee.

(e) The actual entitlement will be restricted to the repaying capacity computed on the basis of the formula laid down in HBA Rules. It should be ensured that the entire amount of advance with interest is recovered before retirement of the employee.

(f) **Rate of Interest:** The then stipulated rate of interest shall be levied for the earlier sanctioned amount and the revised rate of interest shall be levied on the enhanced house building advance amount.

The request from employees for enhancement of HBA, previously sanctioned, shall be entertained provided they are received within six months from the date of issue of this order dated 24.07.2001.

Amended vide O/O.No. Admn.605/84 dt. 3.7.84 w.e.f. 28.6.84

Rule : 6-A MEMBERS OF COOPERATIVE GROUP HOUSING SOCIETIES

Authority's employees who acquire house through membership of Co-operative Group Housing Societies shall also be eligible for grant of House Building Advance upto the enhanced limit in Rule-6 above. Such employees shall however be required to furnish the following documents in addition to Personal Bond for drawing H.B.A. beyond the existing ceiling limit of Rs. 70,000/-:

(a) An agreement to mortgage the flat followed by deposit of title deeds (as and when available);

(b) Promissory Note in respect of the amount of the principal plus interest at the specified rates.

The documents at (a) & (b) above will be in substitution of registered mortgage. Where a promissory note is given, surety bonds will not be necessary. The above amendment will be effective from 2.6.84.

CONDITIONS:

7(i) The cost of the house or flat to be built/purchased (excluding the cost of plot) should not exceed 75 times the basic pay of the employee or Rs,1 lakh whichever is less and the applicant should not have availed of any loan or advance for the acquisition of house from any other Govt. source e.g. Department of Rehabilitation/Central or State Housing Scheme. This limit will not apply in cases where the cost of house to be built or house/flat to be purchased (excluding the cost of plot) does not exceed Rs.40,000/- even though it may exceed 75 times the basic pay of the employee. Where the loan already availed of by an employee from aforementioned or other sources does not exceed amount admissible under these Rules, it would be open to him to apply for an advance under these Rules on the condition that

the undertakes to repay the outstanding loan etc. together with interest, if any, thereon forthwith in one lump-sum to the concerned source.

Amended vide O/O No.-652/81 dt. Nov.,81 w.e.f. 8.6.81

- 7(i) The cost of the house/flat to be built/purchased (excluding the cost of the plot should not exceed:
- (a) Rs. 60,000 for all employees, whose 75 months basic pay falls short of this amount.
 - (b) Rs. 1.00 lakh for employees whose 75 months basic pay exceeds Rs. 60,000 but is less than Rs. 1.00 lakh; and
 - (c) Rs. 1.50 lakh for the employee's 75 months basic pay whichever is less for others.

The applicant should not have availed any loan or advance for the acquisition of a house from another Government Source i.e. Department of Rehabilitation or a Central or State Government House Scheme. Where, however, the loan/advance etc., already availed of by an applicant does not exceed the amount admissible under these rules, it will be open to him to apply for new advance under these rules on the condition that he/she undertakes to repay the outstanding loan/advance etc. together with interest, if any, there of forthwith in one lump-sum to the Authority.

- (ii) In case of loan for enlarging living accommodation in an existing house owned by the employee (or jointly owned with his/her wife /husband, the total cost of the existing structure (excluding land) and the proposed additions and expansion should not exceed 75 times his/her monthly basic pay or Rs. 1 lakh whichever is less. This limit will not apply in cases where the total cost of existing structures (excluding land) and the proposed additions and expansions does not exceed Rs.40,000/- even though it may exceed 75 times the pay of the employee.

Amended vide O/O.No.652/81 dt. Nov.,81 w.e.f. 8.6.81

- 7(ii) In the case of loan for enlarging living accommodation in an existing house owned by the employee or jointly owned by his/her wife/husband, provided the total cost of the existing structure (excluding land) and the proposed addition and expansion does not exceed:-
- (a) Rs. 60,000 for employees, whose 75 months basic pay is not more than Rs.60,000/-.
 - (b) Rs. 1.00 lakh for employees whose 75 months basic pay is not more than Rs. 100 lakh but is more than Rs. 60,000; and
 - (c) Rs. 1.50 lakh or their 75 months basic pay whichever is less for other employees.

However, the maximum ceiling of grant of advance as mentioned in TFAI House Building (Grant & Recovery) Rules, 1978 mentioned under Rule 6 remains uncharged.

The above amendments will be effective w.e.f. 8.6.1981.

Amended vide O/O No.605/84 dt. 3.7.84 w.e.f. 2.6.84

Condition 7(i) & 7(ii)

COST CEILING LIMITS:

The revised cost ceiling limits will be as under:-

Category	Cost Ceiling
1. For employees whose 100 Months basic pay is upto Rs. 80,000/-.	Rs. 1.25 Lakhs
2. For employees whose 100 months basic pay exceeds Rs. 80,000/- but is up to Rs. 1,70,000/-	Rs. 2.00 Lakhs
3. For employees whose 100 months' basic pay exceeds Rs. 1,70,000/-	Rs. 3.00 Lakhs

Amended vide O/O.No. Admn.104/98 dt.19.2.98

The Board of Directors, in its 100th meeting held on 3.2.98, have approved amendment to the formula deriving repaying capacity of an employee for the purpose of grant of House Building Advance (HBA). The amended formula will be as under:-

Official retiring after 20 years :	35% of the Basic Pay + DA
Officials retiring after 10 years but not later than 20 years :	40% of the Basic Pay + DA, 60% DCRG may also be adjusted
Officials retiring within 10 years :	50% of the Basic Pay + DA, 70% of DCRG may also be adjusted.

The above amendments will be effective from the date of approval. The other terms and conditions will remain unchanged.

Amended vide O.O./801/2001 w.e.f. 28.06.2001

COST CEILING LIMITS:

1. The Cost Ceiling limit for the purposes of HBA will be 200 times the Basic Pay of an employee subject to a minimum of Rs.7.5 lakh and maximum of 18 lakh.
2. The Cost Ceiling limit upto a maximum of 25% of the cost ceiling mentioned above may be relaxable if the Competent Authority is satisfied in individual case on merit.

Amended vide O.O./471/2013 w.e.f. 13.05.2013

COST CEILING LIMITS:

Cost ceiling of Rs.25 lakh is fixed.

Amended vide O.O.No.Admn./1015/2013 dated 17.10.13 w.e.f.24.9.13

The cost ceiling of Rs.40 lakh is fixed. The cost ceiling may be enhanced by 25% in individual cases by the Executive Director, ITPO on merit of the case including residual of services as well as other dues.

Amended vide O/O.No. Admn.135/96 dt. 7.3.96

Subject: REVISION OF COST-CEILING LIMIT FOR THE PURPOSE OF HOUSE BUILDING ADVANCE TO THE ERSTWHILE TFAI EMPLOYEES.

With the approval of the Competent authority the cost-ceiling limit revised for the purpose of HBA vide Govt. of India, Ministry of Urban Affairs & Employment OM No.1/17015/17/91-H.III dated 1.1.1996 is hereby incorporated in the (Erstwhile) TFAI House Building Advance Rules, as under:-

1. The Cost Ceiling limit for the purpose of House Building Advance will be 200 times the basic pay of an employee applying for house building advance subject to a minimum of Rs. 3 lakhs and a maximum of Rs. 8 lakhs.

2. The Cost Ceiling upto a maximum of 25% of the Cost Ceiling as mentioned above may be relaxable if the competent authority is satisfied on the merits of the case, in individual cases.

3. Minimum ceiling limit Rs. 3 lakhs has been laid down to enable the employee to avail of HBA to acquire/construct house upto this limit even if his/her cost-ceiling according to basic pay is less.

4. Other terms and conditions with regard to computation of repaying capacity of an employee for purposes of house building advance as laid down in the Govt. O.M. NO.1/17015/19/92 H.III dated 30.4.1993 shall remain unchanged.

5. These orders will be effective from 1.1.1996.

(iii) The employee, his wife or minor children should not own a house in their own name (if jointly held with others advance will be admissible).

Note: Where a house is owned in a village and the employee desires to settle down in a town, this condition may be relaxed.

(iv) Floor area should not be less than 350 sq.ft.

(v) Where both husband and wife are employed, the applicant will give a certificate that his/her spouse is not eligible for House Building Advance or has not drawn/will not draw any such advance from his/her employer.

(vi) In the case of extension of existing house, should have been necessitated by an increase in the bonafide personal requirements of the employees.

(vii) The advance for construction will be given to an employee who has already acquired/purchased a plot of land (in an approved colony) to which the employee has clear title and on which construction can commence immediately.

(viii) A house building advance may be granted to an employee who owns the land/house jointly with his wife/husband or exclusively in the name of his/her spouse provided both of them or the spouse who exclusively owns the plot are willing to mortgage the same in favour of the Authority as Security. Applications in such a case should be accompanied by a letter from the wife or husband (as the case may be) that on sanction of advance she/he will

mortgage her/his share of the land/house owned jointly with her husband/wife or exclusively by her/him as security for repayment of loan.

- (ix) An employee desiring to purchase house/flat from a registered cooperative society shall furnish following documents with his/her application for loan:
- (a) a letter from the Registrar of Cooperative Societies of the concerned State indicating whether the Society is registered with him;
 - (b) an attested copy of the Society's title deed in respect of the land on which the house/flat has been built alongwith an affidavit from the Society to the effect that the land is free of all encumbrances;
 - (c) a certificate from the Society that the properties are free from encumbrances;
 - (d) an attested copy of the offer of sale of the house/flat to the applicant, indicating the total cost of the house/flat (cost of land and the house being shown separately) where the house alongwith the land is being sold to the applicant, terms of allotment and payment etc.
 - (e) a copy of the plan and detailed specifications adopted in construction of the house/flat
 - (f) the accommodation available thereon.
 - (g) an attested copy of the sale deed proposed to be executed by Society in favour of the applicant;
 - (h) a letter from the Society stating that there is no objection to the house/flat being mortgaged to the Trade Fair Authority of India on such terms and conditions as may be prescribed by it;
 - (i) an attested copy of the Bye-laws of the Society.

8. SANCTIONING AUTHORITY:

Purpose for which advance is required	Category of employees	Sanctioning Authority
1. Construction of a new house anywhere in India	(a) <i>Employees/ Officers in receipt of pay scale of below Rs. 1800-2000.</i> (b) <i>Officers in receipt of pay scale of Rs. 1800-2000 and above.*</i>	G.M.* M.D.*
2. Partly for purchase of land (house site) and partly for construction of new house thereon.		

3. For enlarging living accommodation in an existing house owned by the employee/officer.
4. Purchase of a ready built house flat.

*All sanctioning powers of grant of HBA is giving to SM(Admn.)(DFPR-98 Edition)

9. APPLICATION FOR ADVANCE

Application alongwith the blue prints and the estimates of cost from an approved architect should be submitted in the prescribed form to the Chief Establishment Officer at Headquarters.

10. DRAWAL OF THE ADVANCE FOR CONSTRUCTION OR FOR EXTENSION OF EXISTING ACCOMODATION.

(1) The advance shall be drawn in installments as shown below depending on the progress of construction duly certified by the approved Architects and examined by an authorised officer of the Authority.

Amended vide O/O.No.Admn./635/82 dt. 29.11.82

(1) The advance shall be drawn in instalments as shown below depending on the progress of construction and examined by an authorised officer of the Authority.

- (A) *WHEN LAND IS ALREADY POSSESSED AND ADVANCE IS REQUIRED FOR CONSTRUCTING A SINGLE STOREYED NEW HOUSE OR FOR ENLARGING LIVING ACCOMMODATION IN EXISTING HOUSE.*
- (i) 30% of the sanctioned amount on mortgaging the land and the house to be built on it. (in the case of extension of existing accommodation the whole of the existing house and land shall have to be mortgaged.
 - (ii) 40% when the construction has reached plinth level.
 - (iii) 30% when construction has reached roof level.

Amended vide O/O.Admn.35/79 dt.25-11-79

10 -A. House Building Advance may be sanctioned for purchase of a house/flat under the Delhi Development Authority's Self Financing House Registration Scheme subject to the following conditions:-

(i) HBA will not be granted for the initial payment of Rs.10,000/- as registration deposit. It will be borne by the applicant himself.

(ii) On receipt of an assurance from the DDA that flat will be allotted to the employee, the amount of H.B.A. permissible will be worked out taking into account the re-paying capacity of the employees based on his emoluments

and number of years he is likely to serve before his retirement subject to the overall limits mentioned in condition (iv) below.

The repaying capacity of the employee will be reckoned at the rate of 1/3rd of the gross emoluments that the employee is in receipt of at the time of advance of the first instalment of the House Building Advance under this clause. On the express request of the employee in writing this can be increased subject to the condition that it does not exceed half of his gross emoluments in any case. The employee shall also undertake in writing to so regulate his optional contribution to the Contributory Provident Fund that the amount of recovery reckoned for determining his repaying capacity for the House Building Advance does not reduce his net emoluments at any stage during the currency of the recovery of the advance below this limit. The amount so arrived at will be disbursed as percentage of the total cost of the house and in respect of each allotment, the share of money to be paid by the TFAI as loan will be restricted to the same proportion as arrived above. The payment will be released as under:-

- (a)- 25% of amount of loan worked out minus Rs.10,000/- already paid by the employee as registration deposit at the time of acceptance of application;
- (b) After the acceptance of the application by DDA, the instalments will be released as under:-
 - i) 25% of amount of loan worked out at the end of six months.
 - ii) 25% of amount of loan worked out at the end of one year;
 - iii) 20% of amount of loan worked out at the end of 1-1/2 years and
 - iv) Balance of the amount of loan due to employee at the time of taking over possession.
- iii) The DDA will maintain a separate account for each TFAI employee and adjust the advance against the cost of construction of the particular category of flat applied for by him.
- iv) The loan will be disbursed on the employee entering into an Agreement with the TFAI to repay the loan, alongwith two sureties of regular TFAI employees of equivalent status, who are not likely to attain the age of superannuation within 5 years.
- v) On completion of flat, its possession will be handed over to the employee who will mortgage the flat to the Chairman and Managing Director, India Trade Promotion Organisation within 30 days of its registration in the name of the employee.
- vi) The amount of advance will be limited to the present ceiling of 75 months salary or Rs.70,000/- or the cost of the flat, whichever is the least.
- vii) An advance under this scheme will not be admissible to an employee who has less than five years service to render before superannuation or who has been sanctioned/given house building advance under any of the provisions of these rules or Government of India House Building Advance Rules.
- viii) If the employee wants to withdraw from the Scheme or is unable to meet the balance amount representing the difference between the HBA sanctioned by the ITPO and the actual cost of the flat, the amount of HBA will be refunded forthwith to ITPO by the DDA. With a view to safeguarding

the interests of the Organisation, the DDA will enter into a tri-partite agreement.

- ix) The recovery shall start after 18 months of the release of the first instalment or from the month of possession of the flat, whichever is earlier.

(B) WHEN LAND IS ALREADY POSSESSED AND ADVANCE IS REQUIRED FOR CONSTRUCTING A DOUBLE STOREYED NEW HOUSE OR ENLARGING LIVING ACCOMMODATION IN EXISTING HOUSE.

- (i) 25% on mortgaging the plot and the house to be built on it to the Authority. In the case of extension to existing accommodation the whole of the existing house and land will have to be mortgaged.
- (ii) 30% when construction has reached plinth level.
- (iii) 25% when roof of ground floor has been laid.
- (iv) 20% when roof of first floor has been laid.

(C) WHEN ADVANCE IS REQUIRED PARTLY FOR PURCHASE OF LAND AND PARTLY FOR CONSTRUCTING A SINGLE STOREY NEW HOUSE THEREON.

- (i) Not more than 20% of the sanctioned advance on execution by the applicant employee an agreement in the required form for repayment of the advance. The amount will be payable to the applicant only for purchasing a developed plot of land on which construction can commence immediately on receipt of loan. In all such cases land must be purchased and sale deed in respect thereof be produced for the inspection of Chief Establishment Officer within two months of the date on which 20% of the advance is drawn or within such further time as the CEO may allow in this behalf failing which the employee shall be liable to refund at once the entire amount to the Authority together with interest thereon.
- (ii) An amount equal to 30% of the balance of the advance on mortgaging in favour of the Authority the land together with house to be built thereon.
- (iii) An amount equal to 40% of the amount remaining after deducting from the sanctioned amount of advance the instalment given for purchase of land - when the construction has reached plinth level.
- (iv) The balance of sanctioned advance - when the construction has reached roof level.

(D) WHEN ADVANCE IS REQUIRED PARTLY FOR PURCHASE OF LAND AND PARTLY FOR CONSTRUCTING DOUBLE STOREY NEW HOUSE THEREON.

- (i) An amount not exceeding 15% of the sanctioned advance on execution by the applicant employee an agreement for repayment of the advance. The amount will be payable to the employee only for purchasing a developed plot of land on which construction can commence immediately on receipt of loan. In such cases, land must be purchased and sale deed in respect

thereof produced for the inspection of CEO within two months of the date on which the above amount of 15% is drawn or within such further time as the CEO may allow in this behalf failing which the employee will be liable to refund at once the entire amount to the Authority with interest thereon.

- (ii) An amount equal to 25% of the balance of the advance on mortgaging in favour of TFAI the land alongwith house to be built thereon.
- (iii) An amount equal to 30% of the amount remaining after deducting from the sanctioned amount of advance the instalment given for purchase of land - when the construction of the house has reveted plinth level.
- (iv) An amount not exceeding 25% of the amount remaining after deducting from the sanctioned amount of advance, the instalment given for purchase of land - when the roof of the ground floor has been laid.
- (v) The balance of the sanctioned advance - when roof of the first floor has been laid.

Note: (1) The last instalment in all cases will be given only after the sanctioning authority is satisfied that the development of the plot on which the house is built is complete in respect of amenities such as water supply, street lighting, roads, drainage and sewerage. In rural areas this condition may be satisfied if wells, hand-pumps, ordinary kerosene or other lanterns in the street, open drains and facilities for sewerage are provided. In the case of localities in rural areas a certificate regarding the availability of such amenities should be produced from the District Magistrate, President of the District Board or Panchayat.

Note: (2) The advance is sanctioned by the sanctioning authority only after the plans, specifications, estimates etc. are approved by a licenced firm of Civil Engineers/ Architects engaged in building construction work. While authorising disbursement of an instalment of advance as prescribed above, Establishment will attach a certificate to the effect that "the required formalities in pursuance of which the instalment has become due have been complied with".

Note: (3) The original documents of the title to the land/property shall also be obtained from the mortgager and kept in safe custody till the redemption of the mortgage.

Note: (4) Applications for grant of loan for purchase of land should be accompanied by an attested copy of latter from the seller of the plot to the effect that subject to settlement and payment of price he is in a position to hand over the plot.

(2) *DRAWAL OF ADVANCE FOR THE PURCHASE OF READY BUILT HOUSE/FLAT.*

The whole amount sanctioned is payable in one lumpsum on the applicant's executing an agreement in the prescribed form for the repayment of the loan. The acquisition of the house/flat should be completed and the house/flat should be mortgaged to the Authority within three months of the drawal of the advance.

Note : Application duly filled in should be accompanied by the following documents:

- (1) An attested copy of a letter from the Government Department/ Semi-Government Organisation/local Body/DDA Improvement Trust etc. as the case may be (from whom the house/flat is to be purchased allotting or agreeing to allot the house (or the flat as the case may be) and stating therein
 - (a) the cost of the house and land/flat;
 - (b) the conditions for sale;
 - (c) the accommodation available therein;
 - (d) whether they have permitted the employee to mortgage the land and the house/flat in favour of the Authority as a security for the advance on such terms and conditions as the Authority may prescribe.
- (2) An attested copy of the Draft lease/sale deed for land and the house/flat.

REPAYMENT OF THE ADVANCE

11. (a) The advance, granted to an employee under these rules, together with interest thereon, shall be repaid in full by monthly instalments within a period not exceeding 20 years. Firstly, the recovery for the advance shall be made in not more than 180 instalments and then interest shall be recovered in not more than 60 monthly instalments.

Amendment vide O/O No.605/84 dt. 3.7.84 w.e.f. 2.6.84

The repaying capacity of the applicant TFAI employee will be computed on the following basis:-

Length of remaining service:	Slab of repaying capacity:
(a) Officials retiring after 20 years	50% of basic pay
(b) Officials retiring after 10 years but not later than 20 years.	60% of basic pay. 80% of DCRG may also be adjusted.
(c) Officials retiring within 10 years	66-2/3% of basic pay. 90% of DCRG may also be adjusted.

Added vide O/O.No.Admn./104/98

Repaying Capacity of an employee for the purpose of grant of House Building Advance (HBA). The amended formula will be as a under:-

- (i) Official retiring after 20 years
35% of the Basic Pay+DA
- (ii) Officials retiring after 10 years but not later than 20 years
40% of the Basic Pay +DA, 60% of DCRG may also be adjusted.
- (iii) Officials retiring within 10 years
50% of the Basic Pay + DA, 70% of DCRG may also be adjusted.

NOTES:

- (1) The amount to be recovered monthly shall be fixed in whole rupees except in the case of the last installment when the remaining balance, including any fraction of rupee, shall be recovered.
- (2) Recovery of advances granted for constructing a new house or enlarging living accommodation in any existing house shall commence from the pay of the month following the completion of the house or the pay of the 18th month after the date on which the first installment of the advance is paid to the employee whichever is earlier. In the case of an advance given for purchasing a ready built house/flat, recovery shall commence from the pay of the month following that in which the advance is drawn.
- (3) It will be open to employees to repay the amount in a 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.
- (4) In order to avoid undue hardship 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 rules applicable to him, is eligible for the grant of gratuity, the Chief Establishment Officer may permit him to repay to advance with the interest in convenient monthly installments (the amount of the installment 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 Agreement of Mortgage Deed to the effect that the Authority shall be entitled to recover the balance of the said advance with interest remaining paid 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) In case the employee does not repay the balance of the advance due to Authority on or before the date of his retirement, it shall be open to Authority to enforce the security of the mortgage at any time thereafter and recover the balance of the advance due together with the 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 affected through the monthly pay/leave salary/subsistence allowance bills of the employee concerned as the case may be. The recoveries will not be help up or postponed except with the prior concurrence of the Authority. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee the recoveries may be suitably reduced by Chief Establishment Officer 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 Authority forthwith. Authority may, however, in deserving cases, permit the employee concerned or his/her successors in interest, as the cases may be or the sureties in cases covered by rules, if the house has not been completed and/or mortgaged to Authority by that time, to repay the outstanding amount together with the interest thereon calculated in suitable installments. Failure on the part of the employee concerned or his/her successors (as the case may be) to repay the advance for any reason whatsoever will entitle the Authority 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 Authority shall be reconvened on the prescribed form to the employee concerned (or his successors in interest, as the case may be), after the advance, together with the interest thereon, has been repaid to Authority in full.

INTEREST

12. As advance granted under these rules shall carry simple interest from the date of payment 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 as per Government of India, House Building Advance (Grant and Recovery) Rules. The rate of interest is subject to further review from time to time, by the Government of India, or by the Management of the Trade Fair Authority of India.

Amendment vide O/O No.499/97. dt. 10/6/97

The revised interest rate structure which have also been approved by the Board of Directors and will be applicable w.e.f. 27.5.1997 is as under:

Upto Rs. 25,000/-	6-1/2%
From Rs. 25,001/- to Rs. 3,00,000/-	7-1/2%
From Rs. 3,00,001/- to Rs. 4,50,000/-	10%

Amended O.O.No. Admn./1980/2000 dt. 10th Oct 2000

The revised interest rate structure which have also been approved by the Board of Directors and will be applicable w.e.f. 12.09.2000 is as under:

Upto Rs. 25,000/-	6-1/2%
From Rs. 25,001/- to Rs. 3,00,000/-	7-1/2%
From Rs. 3,00,001/- to Rs. 7,50,000/-	8-1/2%

Amended vide O/O.No. Admn.471/2013 dt. 13.5.2013

The revised interest rates are as under:-

Upto Rs. 3,00,000	7-1/2%
From Rs. 3,00,001/- to Rs. 7,50,000/-	8-1/2%
From Rs. 7,50,001/- and above	9%

CONSTRUCTION

13. The construction should be completed within 18 months of the date on which the advance is granted. An extension upto one year may be granted

by the sanctioning authority when work is delayed for reasons beyond the control of the employee.

INSURANCE

14. Immediately on purchase or completion or extension of the house, as the case may be, the employee concerned shall insure at his own cost the house 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 light-ning till the advance and interest due thereon is fully repaid to the Authority and deposit the policy with the Authority. The premium must be paid regularly and the premium receipts produced for inspection by the appropriate authority.

ANNUAL INSPECTION

15. Till such time the advance and the interest thereon is not fully repaid by the employee, he should ensure that it is maintained in good repair and free from all encumbrances and a certificate to the effect should be furnished to Administration every year.

Note: Furnishing a false certificate will render the employee, concerned liable to disciplinary action apart from his being called upon to refund to the authority forthwith the entire amount outstanding against him.

The receipts for the payment of all the municipal and other rates and taxes should be produced for inspection. The sanctioning authority may have the house inspected by any officer authorised by him to ensure that it is maintained in good repairs until the advance has been repaid in full to the Authority. The employee concerned shall afford necessary facility for the inspection by the Officer(s) designated for the purpose.

FORMS

16. The forms and drafts of mortgage bond and other documents required will be as provided by the Government of India Ministry of Works & Housing in the Rules to regulate the grant of advance to Central Government servants for the building etc. of houses.

Amended vide O/O No.-217/95 dt. 31.3.95

The forms and drafts of mortgage bond and other documents required will be provided by the Government of India, Ministry of Government of India, Ministry of Works & Housing in the rules to regulate the grant of advance to Central Government Servant for the building etc. of houses.

Alternatively an employee may secure the advance through equitable mortgage of property by deposit of original title deed instead of registered mortgage deed subject to submission of following documents:-

- (i) Agreement to mortgage.
- (ii) Letter evidencing deposit of Title Deed.
- (iii) Affidavit regarding deposit of title deed and declaration etc.
- (iv) Special power of attorney authorising ITPO to execute Mortgage.

The employees following alternative method of mortgage will also have to comply with the following :-

- (a) Submit the original Title Deed of the property as soon as received alongwith letter evidencing deposit of Title Deed.
- (b) Mutation Certificate from the Revenue/Municipal Authority after it is mutated.
- (c) Latest search certificate known as the non-encumbrance certificate in respect of the property.

STAMP DUTY

- 17. Stamp duty chargeable on documents, registration fees and other expenses to be incurred for the completion of legal and other formalities shall be borne by the employee.

(LETTER EVIDENCING DEPOSIT OF TITLE DEEDS OF PROPERTY)

Dated:

TO

India Trade Promotion Organisation,
Pragati Maidan,
New Delhi.

Sub: Deposit of Title deed of Property.

Dear Sir,

Pursuant to India Trade Promotion Organisation (ITPO) having sanctioned House _____ Building _____ Advance _____ of _____ Rs. _____ (Rupees _____ only) to me vide its office order No. _____ dated _____ under ITPO House Building Advance Rules and vide Agreement dated _____ with ITPO I have undertaken to repay the amount of advance with interest, costs charges and expenses and have agreed to secure ITPO, by way of an equitable mortgage by deposit _____ of _____ title deeds _____ of _____ my _____ property _____ at _____ and any accretion thereto.

This is to record and confirm that with a view to secure the due repayment of the _____ aforesaid _____ House _____ Building _____ Advance _____ of _____ Rs. _____ together with interest and other charges thereon payable by me to ITPO, I herewith deposit with ITPO in its office at _____ the following original title deeds and documents relating to my said property more specifically described in the Schedule indicated herein with intent to create thereon by means of mortgage by deposit of title deeds of the Property including/together with building/erected and/or to be erected thereon, in terms of the Agreement dated _____ entered into between ITPO and myself.

Details of the Documents Deposited.

1. Title Deed/Sale Deed/Lease Deed in original in respect of Property No. _____ at _____.
2. Permission to mortgage the Property from concerned authority/body. (If necessary).
3. Original allotment letter and Share certificate (In case of membership of Co-op Group Housing Society).

Full Signature _____
Name _____
Designation _____
Employee No. _____
Place of Posting in ITPO _____

AGREEMENT TO MORTGAGE

This agreement executed on _____ day of _____ one thousand nine hundred and _____ between India Trade Promotion Organisation, having its registered office at Pragati Maidan, New Delhi (hereinafter referred to as the "ITPO" which expression shall unless repugnant to the context include its administrators, successors of the FIRST PART AND Mr./Mrs. _____ son/wife of _____ resident of _____ at present serving as _____ (hereinafter called "the Borrower", which expression shall unless repugnant to the context include his/her heirs, executors, administrators and legal representatives) of the SECOND PART.

WHEREAS the Borrower desires to purchase in his/her name a Plot of land/ready built house/ flat, at _____ more particularly described in the Schedule hereto annexed (hereinafter referred to as the "said Property") from _____ DDA/or other agency on freehold (or leasehold) rights basis at tentative cost of Rs. _____

AND WHEREAS Borrower has applied to the ITPO for grant of HBA of Rs. _____ to purchase the said property and the ITPO has approved/sanctioned the advance in accordance with the relevant rules of HBA made applicable from time to time vide sanction order No. _____ dated _____, out of which it has already released of Rs. _____ to the Borrower on the terms and conditions of sanction order.

AND WHEREAS the said Borrower _____ has agreed to execute an irrevocable General Power of Attorney in favour of the ITPO of deal with or convey the said property in the manner in which it may deem fit.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- (1) In consideration of the sum of Rs. _____ (Rupees _____ only) to be paid by the ITPO after the execution of this Agreement for the purchase of said property, the Borrower, hereby authorises the ITPO to deduct installments every month from his/her salary payable by the ITPO to him/her an amount as indicated in the above mentioned sanction order. In case the Borrower, leaves the services of the Company or in the event the services of the Borrower came to an end or are terminated for any reason whatsoever, the entire outstanding amount of loan together with interest accruing thereon as per rules chargeable on reducing balance of the loan i.e. amount of loan plus

interest less repayments made shall become immediately payable to the ITPO.

- (2) The borrower shall repay the amount of loan and interest towards the repayment as indicated above failing which the ITPO shall be entitled to enforce its rights under this Agreement in accordance with law.
- (3) The Borrower hereby undertakes that until the loan/advance is repaid including principal and interest as indicated above, to execute by way of security the equitable mortgage in favour of ITPO or his rights title and interest in the ownership of the flat/house/land as described in the schedule over which there are no subsisting incumbrances or charges, within 14 days of acquiring such rights/title and interests/ownership, and execute such mortgage to secure the repayment of such advance with interest which remains due or becomes due from him/her to ITPO and in the mean while he/she shall not create any mortgage/charge of other incumbrance or sale/exchange/lease or otherwise deal with or dispose off the said flat/house/land and all his rights, title and interest carrying it being the intention and understanding of land between him/her and the ITPO that the said flat/house/land shall always remain his/her sole and exclusive property and free from all incumbrances.
- (4) If the said property is not purchased within one month of the drawal of the advance or within such further time as the ITPO may allow in this behalf the entire amount of advanced as loan together with interest as per rules accruing thereon from the date it was advanced shall immediately become due and payable to the ITPO.
- (5) That if the actual amount spent by the Borrower for the purchase of the said property is less than the amount received by him as advance from ITPO, the Borrower agrees to repay the excess amount borrowed by it to the ITPO forthwith.
- (6) That the borrower shall maintain the said property in good condition and repair at his/her own cost and shall pay all the Municipal and other local rates, taxes and all other out goings in respect of the said property regularly.
- (7) That the title deed to be deposited by with ITPO are complete in all respects and are the only documents of tile in my possession, power and control and that I do not have any other documents of title relating to the said property. I undertake that if at any time, I get any additional document of title with respect to the property, I shall immediately deposit the same with ITPO.
- (8) I confirm and declare that save and except the aforesaid Equitable Mortgage in favour of ITPO my aforesaid property is free from all encumbrances claim and demands except the amount of loan sanctioned by ITPO. I am the full and absolute owner thereof and no

other person has any right title, interest, claim or demand, whatsoever in respect thereof.

- (9) I further confirm and declare that my aforesaid property is not affected by or subject matter of any litigation, attachment, process of court lispendens or otherwise and there is no impediment in my creating the aforesaid Equitable Mortgage in favour of ITPO.
- (10) I further confirm and declare that I shall not create any charge, encumbrance or lien on the aforesaid property in favour of any other person till such time the entire amount in respect of the aforesaid Advance has been repaid together with interest and other charges by me to ITPO.
- (11) I further confirm and declare that the creation of Equitable Mortgage of deposit of title deed of the property to create security of the said property shall include any further additions/ accretions thereto and I shall not create any further charge/lien on the property or on any addition/accretion thereto for securing any loan for any other sources.

DEPONENT

VERIFICATION

I the above named Deponent to hereby verify that the facts stated in the paras 1 o 11 above are true to my knowledge and no part of it is false and nothing material has been concealed therefrom.

Signed and verified at New Delhi on this _____ day of 19_____.

DEPONENT

AFFIDAVIT

I, _____ Shri/Smt./Ms.
Shri _____ aged _____ son/daughter/wife
do hereby solemnly affirm and state as under:-

- (1) That I am at present working as _____ in India Trade Promotion Organisation (ITPO), having its registered office at Pragati Maidan, New Delhi - 110 001.
- (2) That I have been allotted/desires to purchase, flat/house/plot of land _____ No. _____ from/by _____.
- (3) That ITPO has sanctioned House Building Advance (HBA) of Rs. _____ in my favour in accordance with the HBA rules and on the terms and conditions contained in Office Order No. _____ dated _____.
- (4) An Agreement dated _____ was executed by me with ITPO in order to secure the HBA through the equitable mortgage of deposit of title deed.
- (5) That with the intent to secure due repayment of the said House Building Advance together with interest and other charges thereon, I shall/have deposit/deposited _____ with ITPO the original title deed of my said property.
- (6) That I am fully competent to deal with and dispose of, create charges/mortgage the said property in the manner. I like, until the loan has been repaid in full. The Borrower shall also furnish to the ITPO an annual certificate to the above effect.
- (7) The Borrower shall at its own cost have the said property insured against all risk and indicate ITPO as beneficiary. The insurance should be for the full value of the property and to remain in force and effect until the whole amount of loan/advance is recovered with interest.

IN WITNESS WHEREOF SHRI
(Designation)

for and on behalf of India Trade Promotion Organisation has hereunto set his hand and the BORROWER has set his hand/hereunto at New Delhi on the date written above.

Schedule refund to above.

Flat/House/Land No.
Building/Floor/Place
Location etc.
BORROWER)

(Signature of

Date: _____

In the presence of : _____

Ist witness : _____

Name : _____

Address occupation : _____

IInd witness : _____

Name : _____

Address : _____

Occupation : _____

(Signature of Authorised Signatory of ITPO)

(ON NON JUDICIAL STAMP PAPER)

POWER OF ATTORNEY

I _____ KNOW ALL MEN BY THIS POWER OF ATTORNEY THAT
_____ Son/Daughter/Wife of Shri
_____ resident of
_____ presently
working with INDIA TRADE PROMOTION ORGANIZATION, posted at
_____ have executed an Agreement dated _____ for
securing the House Building Advance of Rs. _____ received
from ITPO, against mortgage of my immovable property bearing Plot/flat/House
No. _____ situated at _____, I do hereby
irrevocably and unconditionally appoint ITPO or any officer of ITPO nominated for
the purpose to be my lawful attorney to act in my name and on my behalf for the
purpose hereinafter mentioned:-

- (I) To create execute the mortgage deed in the form known as English Mortgage of the whole of my aforesaid property including future accretion thereto in favour of ITPO as security towards repayment of the sum of Rs. _____ borrowed by me from ITPO alongwith interest secured, costs and charges there on and present it before Registration Authority and to get it registered.
- (II) To do all such other acts with full authority as my Attorney for the purpose of securing the repayment of House Building Advance together with interest accrued, costs and charges.
- (iii) To do all such acts necessary in relation to the Flat/House/land and have all my right title and interest on the said property of mine including the following.
 - (a) To sign execute all the deeds papers in relation to purchase of said lang/plot house.

- (b) To sign execute all necessary papers of the society to be found by the purchaser of the flat/plot/house and exercise all rights as member.
- (c) To sign and execute all necessary papers for transfer of building/plot by the owner/builder of the building wherein the flat/house is situated in favour of society.
- (d) Generally to act as purchasor of the flat/plot and member of society.

And I do hereby authorise and empower ITPO to appoint any person or persons as its substitute to exercise, execute and carry out all the papers acts deeds and things which ITPO itself hereby authorise and empower to exercise, executed carry out and to any such substitute or substitutes or appoint another in his/their places from time to time.

And I HEREBY AGREE to ratify and confirm all and whatever my said Attorney may do pursuance of the said authority.

IN WITNESS WHEREOF I _____ have hereunto set my hand this day _____ of _____ one thousand nine hundred _____ at New Delhi in the presence of witnesses.

SIGNATURE OF THE BORROWER
(Executant)

WITNESSES:

1. Name _____
Designation _____
Address _____

2. Name _____
Designation _____
Address _____
