MINISTRY OF CIVIL AVIATION

(AIRPORTS AUTHORITY OF INDIA)

NOTIFICATION

New Delhi, the 11th July, 2003

F. No. AAI/PERS/EDPA/REG/2002.—In exercise of the powers conferred by Sub-section (1), read with clause (c) of Sub-section (2) of Section 42 of the Airports Authority of India Act, 1994 (55 of 1994), the Airports Authority of India, with the approval of the Central Government hereby makes following regulations, namely :—

1. Short title, commencement and applications :- (1)These regulations may be called the Airports Authority of India (House Building Advance) Regulations, 2003.

(2) They shall come into force on the date of their publications in the Official Gazette.

(3) They shall apply to all whole-time employees of the Authority except, -

(a) persons appointed on deputation to the Authority who shall continue to be governed during the period of their deputation by House Building Advance Regulations applicable to them of their parent Department / Organization;
(b) persons in casual or daily rated or part time employment, apprentices and trainees;
(c) persons employed on contract unless the terms of contract provide otherwise.

2. Definitions. – (1) In these regulations, unless the context otherwise requires :-

(a) "Act" means the Airports Authority of India Act, 1994 (55 of 1994);
(b) "Authority" means Airports Authority of India, constituted under section 3 of the Act;
(c) "Chairperson" means the Chairperson of the Authority appointed under clause (a) of sub-section (3) of section 3 of the Act;
(d) "Competent Authority" means the Chairperson or any Officer authorised in this behalf by the Chairperson;
(e) "Pay" means basic pay including officiating pay, dearness allowance, personal pay and special pay.

(2) Words and expressions used and not defined in these regulations but defined in the Act or rules or regulations made thereunder, shall have the same meanings respectively as assigned to them in the Act or rules or regulations made thereunder.

3. Admissibility for the House Building Advance. - Subject to the provisions hereinafter provided, House Building Advance may be granted individually to any of the eligible employees of the Authority at any place in India for the purpose of : -

(a) acquisition of land or plots and construction of dwelling house thereon; or
(b) construction of dwelling houses on land or plots already owned or leased; or
(c) purchase of ready built houses or flats on ownership basis from Delhi Development Authority or other Government Agency or Agency authorised by the Authority in this behalf;

(d) purchase of ready built houses or flats through Registered Group Housing Societies;

(e) enlarging a house already owned by an employee solely in his own name.

(f) deposit of registration fee with the Delhi Development Authority or Other Statutory Bodies, as the case may be, on behalf of the employees for becoming eligible for allotment of plots/ready built flats/ houses by the Delhi Development of Authority or other Statutory bodies which have not been occupied after construction, the cheque/demand shall be made by the Authority in favour of the Delhi Development Authority or other Statutory Bodies on behalf of the employees or in favour of employees and the Delhi Development Authority / Other Statutory Bodies shall issue a receipt in favour of the Authority or employee concerned, as the case may be . All transactions in connection with the deposit relating to payment of interest, refund etc, shall be made by the Delhi Development Authority or Other Statutory Bodies with the Authority or employees concerned, as the case may be. Interest earned on the deposit made by the Authority on behalf of the employees or by the employees out of the registration fee granted to them by the Authority shall be payable to Authority.

4. Power to sanction loans. – The Competent Authority or any officer authorised by him in this behalf may exercise the power to sanction the House Building Advance.

5. General Conditions . - (1) Subject to the availability of funds, the House Building Advance shall be granted by the Competent Authority, and the employee shall not claim such advance as a matter of right.

(2) The House Building Advance shall be granted to an employee, if he is a permanent or confirmed employee and has completed three years of continuous service in the Authority;

Explanation: For the purposes of this regulation, in computing the period which a person has held any post in the Authority or Central Government or State Government or Public Sector Undertaking shall be included as the case may be.

(3) An applicant for the House Building Advance, under these regulations, shall not be eligible for such advance, as the case may be, if the applicant, or his or her wife or husband or minor son(s) individually or jointly owns a house in the town or urban agglomeration in which a house is proposed to be constructed or purchased by the applicant :

Provided that if the house already so owned by the applicant as mentioned above is a coparcenary property belonging to Hindu undivided property of which the applicant is a member, or a joint property in which the applicant has a share or interest together with persons other than (or in addition to) his or her wife or husband or minor son(s), then the applicant shall be eligible to House Building Advance not exceeding 60 percent of the amount which would otherwise have been normally admissible to him from Authority under these regulations, for construction or purchase of a house with the advance from the Authority.

Explanation: For the purpose of this sub-regulation, "house" includes flat.

(4) In cases where both husband and wife are in service of the Authority and eligible for advance it shall be admissible to only one of them.

(5) Only one House Building Advance shall be granted for any of the purposes under these regulations in the entire service of an employee.

(6) No House Building Advance shall be sanctioned, to construct or purchase a dwelling house, or leased hold land, unless the unexpired residue of the lease period on the date of advance is more than 25 years in the case of individual employees.

(7) Utilisation of the loan for the purpose other than that for which it is sanctioned shall render the employee liable to disciplinary action under the promise of any regulation made by the Authority in this behalf apart from his being called upon to refund to the Authority forthwith the entire loan drawn by him together with interest upto date .

(8) In case the advance is required for enlarging living accommodation in an existing house, the original deed showing the clear title of the house and site plan shall be deposited with the Authority.

(9) In case where applicant is in possession of land and desired to build a new house on it, a copy of the sale deed or other documentary proof of the applicant having a clear title of the land on which the house is proposed to be built alongwith a duly certified site plan shall be furnished. If the land happens to be lease hold, the original lease deed shall also be enclosed.

(10) In case where the applicant desires to purchase land, 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 handover the vacant possession of a clearly demarcated developed plot of land to the applicant, within a period of three months from the date of his letter shall be furnished. If the applicant does not complete the necessary formalities like registration etc within three months, the entire amount of advance together with interest thereon shall be refunded forthwith.

(11)In case where the applicant desires to purchase a flat, 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 handover the vacant possession of a clearly distinguishable flat to the applicant within a period of three months from the date of his letter shall be furnished.

(12) In case an employee who has been granted House Building Advance under these regulations resigns, dismissed or terminated from the service of the Authority, he shall have to forthwith discharge his liability regarding the outstanding amount of the loan together with the amount of interest due thereon .

6. **Amount of Advance :** (1)The amount of House Building Advance may be sanctioned subject to the repaying capacity of the employee as mentioned hereunder.

(a) No House Building Advance shall exceed 75 times the monthly Pay plus 25% of the existing entitlement of the employee at the time he applies for it or Rs.7.50 lakhs, whichever is less.

(b) In case the House Building Advance is for the purpose of ready built house or flat from Delhi Development Authority or Government or other approved agencies, actual cost of the flat/house or 75 times of pay plus 25% of the entitlement of the applicant or Rs.7.5 lacs whichever is less.

(c) In case an employee who has not been sanctioned any House Building Advance and he is living in a house inherited or owned by the official for enlargement of the living accommodation, the employee may be sanctioned House Building Advance subject to 50 times of Pay or Rs.1,80,000/- whichever is less. In rural areas it shall be restricted to Rs.1,45,000. It will be subject to approved plans.

(2) The repaying capacity of the applicant shall be computed in the manner as specified in the table below :

TABLE

S.No.	Length of remaining service	Slab of repaying capacity
(1)	(2)	(3)
1	Employees retiring after 20 years	50% of Pay
2	Employees retiring after 10 years but not later than 20 years	60% of Pay
3	Employees retiring within 10 years	67 % of Pay

(3) The rate of interest on the House Building Advance shall be as specified in the Table below :

TABLE

Loan Amount	Interest rate
(i) For amount upto Rs.4 lakhs	@5.5% per annum
(ii)For amount exceeding Rs.4 lakhs	Sliding Rates of Interest charged by Government of India for such advances from time to time.

7. Repayment Of Advance. - (1)The House Building Advance granted to an employee under these regulations, together with interest thereon shall be repaid in full by monthly installments within a period not exceeding 20 years. Firstly, the recovery of the advance shall be made in not more than 180 monthly installment and then interest shall be recovered in not more than 60 monthly installments.

Note : (a) The amount to be recovered monthly shall be fixed in whole rupee except in the case of the last installment when the remaining balance including any fraction of a rupees, shall be recovered.

(b) Recovery of the House Building Advance sanctioned partly for purchase of land and partly for construction shall commence from the pay of the month following the completion of the house or the pay of the 24months after date on which the installment for purchase of land is paid to the employee concerned, whichever is earlier. Recovery of the House Building Advance sanctioned for constructing a new house or enlarging living accommodation in an existing house shall commence from the pay of the month following the completion of the house or the pay of the 15 month after the date on which the first installment of House Building advance is paid to the employee concerned, whichever is earlier. In the case of House Building Advance taken for purchasing a ready built house, recovery shall commence from the pay of the month following that in which the advance is drawn.

(c) It may be open to the employee to repay the amount in a shorter period if he so desires. In any case, the entire advance shall be repaid in full (with interest thereon) before the date on which he is due to retire from service of Authority .

(d) In case the employee concerned does not repay the balance of the House Building Advance due to Authority on or before the date of his retirement, it shall be open to Authority 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 any law this being in force.

(2) Recovery of advance shall be effected through the monthly pay/leave salary/subsistence allowance bills of the employees concerned by the Competent Authority. The recovery shall not be held up or postponed except with the prior concurrence of the Competent Authority. In the event of subsistence allowance payable being reduced on prolonged suspension of the employee concerned, the recoveries may be suitably reduced by the Competent Authority.

(3) If an employee cease to be in service of the Authority for any reason other than normal retirement/superannuation, or dies, before repayment of the advance in full, the entire outstanding amount of the loan, shall become payable to the Authority forthwith. The Authority may, however, in deserving cases, permit the employee concerned or his successor in interest as the case may be, or the sureties if the house has not been completed and/or mortgaged to the Authority by that time, to repay the outstanding amount together with interest thereon, in suitable installments. Failure on the part of the employee concerned or his successor (as the case may be) to repay the advance for any reason whatever, shall entitle the Authority to enforce the mortgage and take such other action to effect recoveries of the outstanding amount, as permissible under any law this being in force.

(4) The property mortgaged to the Authority shall be re-conveyed on the Form annexed to these regulations to the employee concerned (or his successor in the interest as the case may) after the advance, together with interest due thereon, has been repaid to the Authority in full.

8. **Second Mortgage to raise loan from Financial Institution.** - (1) The Competent Authority, may permit to create second charge on the property provided employee obtains prior permission of the Competent Authority. Such a second charge may be created only in respect of loans to be granted for meeting the balance/additional cost of houses/flats by recognised financial institutions as decided by the Competent Authority.

(2) The amount of the House Building Advance sanctioned by the Authority plus interest and the loan raised by the Authority employees from outside institutions, taken together should not exceed the total cost of the House/flat provided the first charge is in favour of Authority. However, the title deposited with Authority for the creation of the equitable mortgage shall not be returned to the employee although a copy thereof may be provided to him if he so desires.

(3) The employee shall ascertain the willingness of the financial institution concerned to accept the second charge before applying for permission of the Competent Authority. The expenditure on registration of the Mortgage Deed etc. shall be borne by the employee himself.

9. **Incidental cost.** - All costs incidental to the investigations of titles, deposit of the title deeds and execution and registration of the mortgage or creation of an equitable mortgage as the case may be in favour of Authority shall be borne and paid by the employee. All costs in respect of reconveyance incurred in this connection shall also be paid in full by the employee.

10. Insurance, taxes, etc..- (1) Immediately on completion of construction or purchase of the house, the employee shall insure the house, at his cost, for an amount not less than cost of the house with the General Insurance Companies of General Insurance Corporation of India till the loan is fully repaid, shall be kept so insured, till the loan with interest is repaid, by the employee in full . Such insurance shall be against destruction or damage by fire/flood/lightening and earthquake or such of those risks as the competent authority may specify. The Insurance Policy shall be assigned in favour of Authority and deposited with the officer nominated by competent authority until the loan together with interest thereon is fully repaid. The premia for such insurance shall be paid regularly by the employee either through deduction from his salary or in any other manner as may deem fit by the Authority. The employee as and when required shall produce the premium receipts for inspection of Competent Authority.

(2) The employee shall also pay regularly all the charges, taxes and penalties levied in respect of the property until the loan is repaid in full and shall produce the receipts or certificates thereof for the inspection on demand.

11. Maintenance. - The house shall be maintained in good repair by the employee. He shall keep it free from all encumbrances.

12. Sale or hire of house. - (1) The employee shall not, except with the express consent in writing of the Competent Authority, sell the house built or acquired by him with the assistance of the House Building Advance before the Hose Building Advance is repaid in full together with interest accrued thereon. If, for any reason, however, the employee desires to sell the house or to give it, or part thereof, on rent before the House Building Advance is so repaid, he shall be bound to give the Authority the first option to purchase or/rent it, as the case may be.

(2) Where the house is to be rented to the Authority, the annual rent to be charged shall not exceed the standard annual rent to be determined on the basis of 10% of the total cost of construction including the cost of land.

(3) Where the house is to be sold to the Authority, the price thereof will be determined by mutual agreement between the Competent Authority and individual employee concerned or arbitration, in case of difference, in accordance with the Arbitration and Conciliation Act, 1996, (26 of 1996)

13. Failure to repay. - Failure on the part of the employee concerned or his successor, as the case may be to repay the House Building Advance for any reason whatever, will entitle the Authority to enforce recovery of the outstanding amount in such manner as may be permissible under any law for the time being in force.

14. Other Conditions for House Building Advance.- The conditions for House Building Advance applicable to an employee in respect of matters for which no provision is made under these regulations shall be the same as may for the time being be applicable to other employees of the Government of India of a corresponding status.

15. Power to relax.- Chairperson may, in deserving cases, for reasons to be recorded in writing, relax any of the conditions for grant of House Building Advance of any kind under these regulations.

S.K. NARULA, Chairman

[ADVT. III/IV/158/2003/Exty.]

FORM

Form of Reconveyance for House Building Advance
[see regulation 7 (4)]

THIS DEED OF RECOVEYANCE IS MADE THIS _____day of _____ 20_____, BETWEEN THE CHAIRPERSON OF AIRPORTS AUTHORITY OF INDIA (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 and _____ of _____ (hereinafter called the Mortgagor which expression shall unless excluded by or repugnant to the subject or context include his/her heirs, executors, administrator's and assigns) of the other part.

WHEREAS by an Indenture of mortgage, dated the _____ day of _____20____ and made BETWEEN the Mortgagor of the one and the Mortgagee of the other part and registered at _____ in 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 MONEYS due and owing to the security of the PRINCIPAL INDENTURE have been fulle paid and satisfied and the Mortgagee has accordingly at the request of the Mortgagor agreed to execute reconveyance the Mortgaged premises as is hereinafter contained. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of the premises the Mortgage doth hereby grant, assign and reconvey unto 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 or upon the said premises by virtue of the PRINCIPAL INDENTURE to have and to hold the premises herebefore expressed to the hereby granted, assigned and rreconveyed unto and to the use of Mortgagor, for even freed and discharged from all moneys, intended, to the secured by the said

PRINCIPAL INDENTURE and from all actions, suits, accounts, claims and demands for, or in respect of the said moneys for, or inrespect of, the PRINCIPAL INDENTURE OR or anything relating to the premises AND THE Mortgagee hereby convenants with the Mortgagor that the mortgagee has not done of Knowingly suffered or been party or privy to anything whereby the said premises or any part thereof, are/is can be impeached, encumbered or effected in title estate or otherwise however, IN WITNESS whereof the Mortgagee has caused _____ on his behalf to set his hand the day and year first above written

SCHEDULE OF ABOVE REFERRED TO

Signed by _____ for and on behalf of the Mortgagee _____

[SIGNATURE]

(For and on behalf of the Chairperson of the Airports Authority of India)

In the presence of :-

Ist Witness :
Address:
Occupation :

2nd Witness :
Address :
Occupation :

IndiaCode

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