

The Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1997

GOA

India

The Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1997

Rule

THE-GOA-GRANT-OF-LOAN-TO-WEAKER-SECTIONS-OF-SOCIETY-FO of 1997

- Published on 10 July 1997
- Commenced on 10 July 1997
- [This is the version of this document from 10 July 1997.]
- [Note: The original publication document is not available and this content could not be verified.]

The Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1997Published vide Notification No. 24/2/97/Const. Rep/3109, dated 10-7-1997

24.

/2/97/Const. Rep/3109. - The Government of Goa is hereby pleased to frame a scheme for the grant of loan to weaker sections of society for construction/improvement/repair of houses as follows, namely:-

1. Short title and commencement.

(1)This scheme may be called the Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1997.(2)It shall come into force with effect from 26-3-1997.

2. Eligibility.

- Any person who is born and residing in Goa, since the last 15 years, whose father or mother is born in Goa and whose total annual income including that of his family from all sources does not exceed Rs. 25,000/-, and who does not own any house either in his/her own name or in the name of any of

the family members shall be eligible to avail the benefits of this Scheme.Explanation:- "Family members" means and includes husband, wife, father, mother, unmarried sisters, unmarried daughters, unmarried sons, who are solely dependent on the applicant.

3. Purposes.

- The loan under this Scheme may be sanctioned for the purpose of construction of new house or for repair or improvement of existing house only.

4. Amount of loan.

- The maximum amount of loan which will be sanctioned under this scheme is Rs. 20,000/- which shall be released to the applicant in three instalments. The first instalment shall be of 25% of total loan amount, which shall be released at the time of sanctioning the loan. The second instalment shall be of 50% of total loan amount shall be released on the recommendation of the Block Development Officer after having verified that the construction has reached upto the plinth level. The third and last instalment of 25% of total loan amount shall be released on furnishing the certificate by the Block Development Officer that the construction has reached upto the roof level. Further, in case of repair or improvement of existing house, the loan instalment shall be released as under:(i)First instalment of Rs. 5,000/-. (ii)Second instalment of Rs. 10,000/-. (iii)Third instalment of Rs. 5,000/-.

5. Interest.

- The loan shall carry such interest as may be fixed, from time to time, by the Government.

6. Recovery of loan.

- The principal amount of loan alongwith interest thereon shall be recoverable in 20 equal annual instalments. The first instalment shall be payable on the expiry of 18 months from the date of its disbursement. Thereafter, remaining instalments shall be paid every year. However, the borrower may, if so desired, repay the loan and interest thereon in shorter period.

7. Manner of applying for loan.

(1)The loan shall be applied in the form of Annexure 'A'.(2)The application alongwith other required documents shall be submitted to the Block Development Officer.(3)The Block Development Officer shall forward the application alongwith all other documents and his recommendations thereon to the Director of Panchayats within a week from the receipt thereof.(4)The application for loan shall be accompanied by the following documents:- (a)Title documents;(b)Permission from the Panchayat;(c)Site Plan;(d)Model of the house;(e)Photograph of the applicant;(f)Income Certificate;(g)Residential Certificate;(h)Certificate issued by the Mamlatdar to the effect that the applicant and his father or mother were born in Goa.

8. Other conditions.

(1)The construction of house shall be done as per the approved model.(2)The total estimated cost of construction/improvement/repair of the house shall not exceed Rs. 25,000/-. (3)The loan shall be granted in the joint name of husband and wife, in case the applicant is married.(4)The construction/improvement/repair of house shall be completed within a period of one year from the date of disbursement of the first instalment. Provided that the sanctioning authority may extend the time limit to such period not exceeding one year if the circumstances so desire.(5)In case the construction/improvement/repair, as the case may be, is not completed within the period mentioned above, the amount of loan together with the interest shall be recoverable summarily as arrears of land revenue.(6)The land and the house shall be mortgaged in favour of the Government in the form at Annexure B till the amount of loan together with interest thereon is fully repaid.(7)The applicant shall not create any charge over the land or over the house.(8)Any amount due under this Scheme shall be recoverable as arrears of land revenue.(9)No loan under this Scheme shall be granted to a person who has already obtained or applied for a loan for construction/improvement/repair of house under any other Scheme of the Government, housing society, corporation, either wholly or partly owned by the Government or Central Government, Nationalised or Co-operative Bank, or any Society, etc.(10)The applicant shall at all reasonable times, permit any person or persons authorised by the Block Development Officer, Director of Panchayats, or the Government, to inspect the house under construction and thereafter on completion as and when necessary.(11)The applicant shall maintain the house in good habitable condition.(12)The applicant shall not sell or transfer or assign any right in respect of said house and land in whatsoever manner to any person.(13)The stamp duty payable on the mortgage deed as well as on the Registration of mortgage is exempted.

9. Sanctioning Authority.

- The Director of Panchayats, shall be the sanctioning authority under this Scheme.

10. Miscellaneous.

- The Government may modify, alter, add or cancel any conditions of this Scheme from time to time. The instructions to the Block Development Officer are at Annexure C attached hereto. This supersedes the Government Notification No. HS-22-1/68 dated 10th September, 1968, published in the Government Gazette No. 27, Series I dated 3-10-1968, as amended. Annexure 'A' Form of Application For grant of loans for construction/improvement/repair of houses (1) Name of Applicant (in Block letter) : (2) Age : (3) Name of father/husband : (4) Name of Village and Taluka : (5) Occupation of the applicant : (6) Annual income (Give details of Agricultural land and other property). (7) (a) Survey number or numbers of the house site : (b) Boundaries of the site-North, South, West and East. (8) Total area and the market value of the house-site/house to be improved. (9) Details of the documents to prove ownership of the house-site/and house to be improved. (10) Encumbrances, if any, attached to the house-site/land house to be improved. For construction of new house or complete re-building of old house (11) Particulars of the house to be built (if one of the model plans is to be followed, then state its design number): (a) Cost; (b) Plinth

area;(In case some modifications are required in the model plans to suit individual requirements attach a rough plan of the house as it should be with approximate estimate of the cost and specifications)For improvement of existing houses(12)Particulars of the improvements proposed to be made:-(a)Cost:(b)Nature and extent (Mention in details the purpose for which the loan is required, i. e. whether it is for enlarging a accommodation, construction of a kitchen, store, cattleshed, re-flooring, re-roofing, provision of doors, windows and ventilators etc.)(13)Amount of loan required for construction/re-construction/improvement of the house.(14)Total amount to be invested by the applicant:(a)In cash;(b)In the form of material;(c)In the form of his own labour or the members of his family.(15)Details of loans and advances from all sources outstanding against the applicant:

Purpose of loan Amount (in rupees) Amount still to be repaid (in rupees)
(16)Period of repayment: (Number and amount of instalments to be specified).(17)Any other information considered appropriate or essential by the applicant.I
Son of resident of do hereby solemnly affirm and declare that the contents of this application are correct and true to the best of my knowledge and that I have not concealed or withheld any fact or facts.Station : (Signature or thumb impression of the applicant.)Date :Annexure B Agreement-cum-Mortgage This indenture is made this day of 199..... between hereinafter referred to as the borrower (which expression shall unless repugnant to the context include his heirs, executors, administrators and successors and assigns) of the one part and the Governor of Goa, hereinafter called the Government of the other part.Whereas the borrower is seized/owner and possessed of or otherwise well and sufficiently entitled to the land and premises described in the Schedule hereunder written free from all encumbrances.And Whereas, the borrower intends to construct a house/make improvements on the said house (hereinafter called the said premises) and has applied to the Government for a loan of Rs. (Rupees) only, for the purpose of enabling the borrower to so construct/improve the said house.And Whereas, the Government has sanctioned loan of Rs. (Rupees only) to the borrower subject to the terms and conditions contained in the Goa (Grant of loan to weaker sections of society for construction/improvement/repair of houses) Scheme, 1997 (hereinafter referred to as the scheme a copy of which is hereto annexed and which shall form part of this Indenture) and also those mentioned hereinafter.And Whereas, the Government has agreed to advance the said loan to the borrower on his agreeing to the repayment of the said loan with interest and to execute a mortgage of the premises in favour of the Government.Now this Indenture witnesseth as follows:-

**1. The Government will advance the amount of the loan of Rs.
.....in instalments at the time and in the manner follows:-**

In the case of construction of a house.(a)on the execution of this Deed Rs.
.....(Rupees only);(b)on the completion of the house to plinth level, Rs. (Rupees only); and(c)on the completion of the house upto roof level, Rs. (Rupees only).In the case of improvement/repair of a house.(a)on the

execution of this Deed Rs. (Rupees only);(b)on completion of one half of the work Rs. (Rupees only).

2. In consideration of the premises, the borrower covenants with the Government to repay to the Government the full amount of the said loan of Rs. together with interest thereof in 20 (twenty) annual equated instalments. The repayment of the loan in the manner aforesaid shall commence from the expiry of eighteen months from the date of the receipt by the borrower of the first instalment (as per clause 6 of the scheme) of the said loan provided always that in the event of borrower committing a breach of any of the terms and conditions herein contained, the Government shall without prejudice to any other right or remedy available to it hereunder as well as in law be entitled to recover from the borrower interest on the said loan or the balance as then may be due at the rate of - per annum being the normal rate of interest payable by the borrower to the Government in respect of the said loan.

3. The borrower shall pay interest at the rate of - per annum provided always that if on the day of which the payment of interest ought to be made the borrower, having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan, shall pay interest to the Government on the said loan or part thereof remaining due and payable at the rate of - per annum, the Government shall accept such payment in satisfaction of payment of interest at the rate hereinbefore mentioned.

4. If the borrower shall make default in punctual payment of the instalment either of the principal or interest or if the borrower shall become insolvent or if the borrower shall fail to observe or perform any of the terms, conditions and stipulations herein contained or in the scheme and on his part to be observed and performed, then and in any such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Government with interest thereon at the rate of - per annum calculated from the date(s) of the payment by the Government of the respective instalments.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of these presents the borrowers doth hereby grant, convey, transfer unto the Government all that piece or parcel of land or ground and buildings together with messuages, tenements or dwelling house hereafter to be erected thereon situate at and more particularly described in the said schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown as surrounded by boundary line (hereinafter referred to as the premises) with all rights, easements and appurtenances thereon belonging TO HOLD said premises upto and to the use of the Government absolutely forever free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by these presents payable by the borrower to the Government, than the Government at any time thereafter upon the request and at the cost of the borrower reconvey the said premises unto and to the use of the borrower or as he may direct.

6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to the Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises 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 or vary any contract for sell and to resell without being responsible for any loss or diminution which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Government shall think fit and the aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within the meaning of section 69 of the Transfer of Property Act, 1882 and it IS HEREBY AGREED and declared that the receipt by the Government of the purchase money of

the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof AND IT is hereby further declared that the Government 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 apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the covenants herein contained the borrower hereby hypothecate all the building materials and articles purchased by the borrower for the construction/improvement of the said house and any other building materials and articles which may hereafter be purchased by the borrower for the construction thereof TO THE INTENT that all such building materials and articles shall remain and form additional security for the repayment to the Government of the mortgage debt in the manner aforesaid PROVIDED THAT if there shall be any breach by the borrower of any of the covenants and stipulations on his part to be observed and performed or if the borrower shall commit default in the payment of any instalment of principal or interest due hereunder on the due dates hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or the mortgage debt becomes payable to the Government forthwith hereunder then and in any of such cases for the purpose of recovering any amount as may become due to the Government, the Government shall have power without the intervention of the Court to take possession of the building materials and articles hereby hypothecated and sell or concur with any other person in selling the same or any part thereof either together or in lots and either by public auction or by private contract subject in any such case it shall be lawful for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, duties and outgoing AND all moneys, costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings shall be a charge upon the mortgaged premises jointly with all

the principal moneys and interest hereby secured as if they had formed a part thereof.

8. The borrower hereby covenants with the Government as follows:-

(a)The borrower shall utilise the amount of the loan hereunder for the purpose of the construction of a house/improvement/repair of a house already existing on the said premises and for no other purpose.(b)That the borrower now hath in himself good right/full power and lawful authority to grant, convey transfer and assure the said premises unto the Government in the manner aforesaid.(c)That the borrower, shall out of his own resources, spend on the construction of the said house a minimum amount of Rs. (Rupees only) representing of the cost of the house erected/of the improvement/repair carried out on the house already existing thereon.(d)The borrower shall not, without the previous sanction of the Government, transfer the premises by way of sale, gift, mortgage or otherwise or any right, title or interest thereunder, till such time as whole amount of tile loan and interest remains unpaid.(e)The borrower shall maintain regular and complete account of expenses incurred and of the stock and materials purchased in connection with the construction/improvement of the house and furnish such information to the Government as may be required from time to time and allow any person or persons authorised by the Government to inspect such accounts.(f)The borrower shall permit any person or persons authorised by the Government to inspect the building under construction/improvement as also the building materials and stock.(g)The borrower shall complete the construction/improvement of the house before the end of 199(h)The borrower shall from time to time and at all time during the continuance of these presents keep the said mortgaged premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes and assessments present as well as future and all dues, duties and outgoing whatsoever payable in respect of the same immediately they shall become due and payable AND in case the borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair order or to pay the revenue ground rent, rates, taxes and assessment dues, duties and outgoings as aforesaid, then and in any such case it shall not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, duties and outgoing AND all moneys, costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interests hereby secured as if they had formed a part thereof.Without prejudice to the rights of the Government under the preceding clauses, all sums found due to the Government under or by virtue of these presents shall be recoverable from mortgager in the same manner as an arrear of land revenue under the law in force and any amendment thereof, or in any other manner as the Government deem fit.

10. And it is hereby agreed and declared that the Government shall have the fullest liberty without affecting the security herein to postpone for any time and from time to time any of the powers exercisable by it against the borrower either under these presents or otherwise and either enforce or

forbear and of the terms and conditions herein contained.

of the Property

In Witness whereof the Parties hereto have executed these presents the day and the year herein written. Signed and delivered by the within named borrower in the presence of (1).....(2)..... Signed and delivered by For and on behalf of the Governor of Goa, in the presence of - (1).....(2)..... Annexure Instruction to the Block Development Officer in regard to implementation of the Scheme

1. The Scheme should be given wide publicity in Villages selected for implementing the scheme, through the Village Panchayats and Gramsevakas.

2. As soon as the Villages are selected and grouped together, applications should be invited from the villagers for loan assistance. A reasonable time limit should be prescribed for receipt of such applications.

3. The Extension Officer (Rural Engineering) will render all technical assistance required by the villagers in the preparation of the plan and estimates and in the execution of the work.

4. All applications for loan will be considered by the Block Development Officer and forwarded to the Director of Panchayats, for sanction.

5. The loan granted to each applicant should be kept as low as possible and should be determined in relation to his repaying capacity.

6. (a) In order to ensure the security of loan, the Block Development Officer should make a thorough enquiry to satisfy himself that the title of the applicant to the plot of land on which he proposes to build the house, or to the house proposed to be improved is clear and free from all encumbrances.

(b) The Block Development Officer should also make sure with reference, to the income of the applicant as also with references to any other loans taken or liabilities incurred by the applicant, that the loan asked for under the Scheme would be within the applicant's repaying capacity. While forwarding the applications to the Director of Panchayats or some other authority authorised in this behalf, the Block Development Officer should clearly record his findings and recommendations in this respect. (c) When two solvent sureties are accepted instead of mortgage bond the Block Development Officer should ensure that the concession is not misused and should ascertain about the facts indicated by the applicants.

7. In granting loans preference should be given to such eligible applicants as belong to the lower income group or to backward classes.

8. Generally loans to construct new houses should not be given to any person who has a residential house already; but where there is evidence that the new house to be constructed is essentially needed for his own bonafide residential purposes loan may be granted after being satisfied that all requirements of the Scheme have been fulfilled.

9. The Block Development Officer should give special attention to the all-round development of the villages selected for implementing the Scheme. Improvement of communications, water supply, health and rural sanitation, development of village industries, etc. should receive particular attention. Departmental funds should as far as possible be utilised in these villages in adequate measure.

10. The Block Development Officer will render the village all assistance in the procurement of scarce and controlled materials required for the construction of the houses.

11. The Block Development Officer or such other higher officer as may be prescribed by the Director of Panchayats will be responsible for watching the recovery of the loan under the scheme. They should maintain proper accounts and registers in this regard.