

Annexure – 8.40



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA
www.rbi.org.in

RBI/2015-16/286

FIDD.FLC.BC.No.18/12.01.018/2015-16

January 14, 2016

To Chairman/MD & CEO
Scheduled Commercial Banks
(Including RRBs)

Dear Sir/Madam,

Financial Literacy Centres (FLCs) – Revised Guidelines

Please refer to our [circulars RPCD.FLC.No.12452/12.01.018/2011-12 dated June 6, 2012](#) and [RPCD.FLC.No.7641/12.01.018/ 2012-13 dated January 31, 2013](#) issuing operational guidelines for conduct of financial literacy camps by FLCs and rural branches of banks.

Subsequent to the financial inclusion efforts by RBI and opening of accounts by banks through the PMJDY, considerable ground has been covered in the field of financial inclusion. Going forward, the focus is going to be on keeping the already opened accounts active. Financial literacy is central to this in the coming years as it enables consumers to understand the benefits of formal products and providers and to make choices that fit their needs and represent good value for money.

FLCs and rural branches of banks may adopt a tailored approach for different target groups viz. farmers, micro and small entrepreneurs, school children, SHGs, senior citizens etc. There should also be adequate synchronization at the ground level between the different stakeholders viz. LDM, DDM of NABARD, LDO of RBI, District and Local administration, Block level officials, NGOs, SHGs, BCs, Farmers' clubs, panchayats, PACS, village level functionaries etc. during the conduct of financial literacy camps.

In view of the above, the guidelines have been revised to align with the current financial landscape. Accordingly, the revised guidelines for Financial Literacy Centres of Lead Banks and the operational guidelines for the conduct of camps by FLCs and rural branches of banks have been prepared and are **annexed** (Annex I) herewith along with the reporting mechanism to be followed by SLBC Convener banks/lead banks.

Banks may note that this set of revised guidelines supersede [RPCD.FLC.No.12452/12.01.018/2011-12 dated June 6, 2012](#) on Financial Literacy Centres - Guidelines. The financial literacy guide issued vide [circular RPCD.FLC.No.7641/12.01.018/2012-13 dated January 31, 2013](#) may be utilized by trainers as per requirements *barring pages iii, iv and v* that specify the operational guidelines for conduct of camps.

The financial literacy camps will be assessed/evaluated on an ongoing basis by the Lead District Officers (LDOs) of Reserve Bank of India.

Yours faithfully,

Sd/-

(A Udgata)

Principal Chief General Manager

Revised Guidelines for FLCs of banks and Operational Guidelines for conduct of camps**I. Stronger FLC Architecture – Board Approved Policies**

Financial Literacy Centres are the building blocks or the basic units that initiate the financial literacy activities at the ground level. Hence banks should provide the minimum basic infrastructure and strengthen the existing FLC Eco-system.

1. The Financial Literacy Counsellor/Director heading the Financial Literacy Centre is the key stakeholder in driving the financial literacy initiatives at the ground level. Banks should immediately put in place board approved policies on the modalities for engagement/recruitment of Financial Literacy Counsellors in FLCs. Some points to keep in mind are:
 - a) The qualifications and the knowledge/skills of the FL Counsellor in conducting camps
 - b) Prior Experience in banking/related fields
 - c) Working knowledge of computers
 - d) Knowledge of the local language
 - e) Maximum Age for FL Counsellors
 - f) Fixed Remuneration at market rates with incentives for better performance
2. Physical Infrastructure: The FLC being a part of the lead bank office or a rural branch should have a separate room/space with a seating capacity of minimum 10 members to address walk in customers.
3. Basic amenities like Computers/laptops and printers and furniture and fixtures to be provided.
4. Vehicular support may be provided for FL counsellors.
5. Each FLC should have a dedicated Help line for addressing grievances of the public in the district and the helpline should be adequately publicized.
6. Skill building of FL Counsellors: RBI will organize a workshop/training program in collaboration with CAB, Pune to train the Financial Literacy Counsellors this year. Regional offices of RBI will hold workshops at state level every year as part of the Financial Literacy Week in each state.

Each SLBC Convenor bank should update the database on Financial Literacy Centres through their SLBC/UTLBC Website on a real time basis with inputs from the LDMs/Sponsor banks ([Format as per Annex II](#)).

II. Tailored Approach to Financial Literacy and conduct of camps

In a diverse country like ours, financial education should be customized to meet the requirements of different target groups, besides the basic financial literacy that every person is expected to know.

In this regard, FLCs and rural branches should identify different target groups at the ground level and conduct camps for a homogenous audience so that there could be more focus and in depth transmission of financial education.

Going forward, the approach of FLCs and rural branches of banks on conduct of camps will be as follows:

1. Special camps for the newly included people in the financial system, including PMJDY account holders:

FLCs and rural branches of banks across the country should address this target group on a special footing given that they have recently come into the financial system. They should be encouraged to make meaningful transactions and start using the associated benefits of having a bank account. A sample booklet containing the information to this target group has been prepared and is [enclosed herewith](#). Banks may translate the booklet in the local language and provide to the camp participants.

Target: Minimum of one outdoor camp per month by each FLC and rural branch of banks. The special camps need to be conducted for a period of one year. In each camp, efforts may be taken to cover maximum number of participants.

2. Target group specific camps for the following segments:
 - Farmers
 - SHGs
 - Micro and Small Entrepreneurs
 - Senior citizens
 - School children
 - Others (may be identified by the FLCs)

Target: One camp per month for each target group by each FLC and rural branch of banks. Adequate publicity may be given before the conduct of the camps.

III. Concerted Approach & financial support

FLCs should try to get on board as many stakeholders as possible at the district/panchayat/village level viz. LDM, DDM of NABARD, LDO of RBI, District and Local administration, Block level officials, NGOs, SHGs, BCs, Farmers' clubs, panchayats, PACS, village level functionaries etc. during the conduct of the camps. Adequate publicity should be given before the camps are conducted. Distribution of pamphlets, intimation through panchayat and local administration, media publicity etc. should be considered to make the camps a success.

Currently, NABARD is in the process of preparing a comprehensive policy on funding for setting up of FLCs by all banks. With regard to detail on funding on financial literacy activities from the Financial Inclusion Fund, banks may follow guidelines issued by NABARD.

Reporting Mechanism

SLBC/UTLBCs will submit the enclosed excel sheet ([Annex III- Part A, B and C](#)) on a quarterly basis to the respective Regional offices of RBI within 20 days from the end of the quarter.

Apart from what has been indicated in this circular, FLCs are free to undertake financial literacy activities as deemed necessary, as per local needs.

Annexure –8.41.

MINUTES OF THE MEETING CHAIRED BY THE PRINCIPAL SECRETARY, TAXES DEPARTMENT, ON 13.01.2016 AT 12.45 PM TO DISCUSS ON ISSUES RAISED BY SLBC

Participants:

Sl. No	Name of Official	Organization
1	Sri. Mir Mohammed Ali IAS, Inspector General of Registration	Registration Department
2	Sri. N. Sivasankaran, Convenor, SLBC & General Manager, Canara Bank.	Canara Bank
3	Sri. P.K. SajanKumar, Joint Inspector General	Registration Department
4	Sri. Riza Mohammed, Manager (Law)	State Bank of Travancore.

Sl.No	Issue raised by SLBC	Decision point
1	Registration of Un Divided Share (UDS):- As per the prevalent practice in the State, sale deeds of flats will be executed only after completion of construction of the entire apartment complex. Till then lending banks normally remain virtually unsecured. Hence, transfer of Undivided Share (UDS) in the land shall be insisted at the initial stage itself so that mortgage can be created with the same. However, if a sale deed is executed for the completed flat at the time of transfer of completed flat, stamp duty will have to be paid for the entire consideration. There is no provision for set off of the stamp duty paid for registration of UDS. Hence, provision for set off may be brought in the Kerala Stamp Act, 1959.	The proviso to Schedule 21 of the Kerala Stamp Act, 1959 is as follows: “ if the conveyance relates to any transfer of undivided share of any land and refers to any agreement relating to the construction on any building or part of building, including flat or apartment or room etc., the value of such building or such part of the building shall also be included in such consideration, and the stamp duty if any paid in respect of such agreement shall be deducted from the stamp duty payable for the conveyance”. In view of the above provision, there is no need of any amendment or remission of stamp duty, as demanded by SLBC. Thus, this issue raised by the SLBC stands solved. Convenor, SLBC may communicate to everybody about this provision.
2	Amendment to Section 17(1) (f) of the Registration Act, 1908:- Power of Attorney creating any power or right of management, administration, development, transfer or any other transaction relating to	The IGR will furnish a concrete proposal on this item, within a week, and Government shall examine the same and take a decision shortly.

	immovable property of the value of one hundred rupees and upwards other than those executed in favour of father, mother, wife, husband, son, adopted son, daughter, adopted daughter, brother, sister, son-in-law or daughter -in- law of the executant, has been made compulsorily registrable as per amendment in the Registration Act, which has come into force from 13/9/2013. This requirement has adversely affected lots of NRI costumers. The Act may be further amended by including the in- laws, especially father-in-law and mother-in-law also in the list of the relatives mentioned above.	
3	Charging of Stamp Duty on ATM Lease Deeds:- As per amendment effected through the Finance Act,2014 in Schedule No.5 of the Kerala Stamp Act, 1959, stamp duty payable on an agreement or memorandum of agreement relating to installation of an ATM between a Bank and the land owner and renewal thereof shall be Rs. 2,500/- per year. The grievance of the Banks is that , where a bank takes a building on lease as premises for the Branch office and if an ATM is placed within the same premises, the Sub Registrars are asking to pay stamp duty @ Rs. 2500/- per annum for the ATM space separately. The additional stamp duty shall not be charged.	Apparently the intention of the provision is not to charge twice, once for the lease deed and another for ATM. The IGR may examine this issue and submit within a week for a decision by the Government.
4	Waiving of stamp duty on loan sanctioned against pension to Senior Citizens:-Banks are now providing finance as term loans with higher limits to suit to the urgent needs of various pensioners. For availing such loans, pensioners have to bear the cost of stamps for executing the loan agreements. Nowadays pensioners and senior citizens are extended many benefits from the Government as Social Security measures. Hence, the stamp duty on loan agreements to be executed by the senior citizens may be waived.	The IGR will furnish a proposal in this regard within a week and Government shall take a suitable decision on the matter in consultation with the Finance Department.

The meeting came to an end at 1.30 PM.

Annexure – 8.42.

കുടുംബശ്രീ - ജെ.എൽ.ജി - സംഘകൃഷി ഗ്രൂപ്പുകൾക്ക് ബാങ്ക് വായ്പയ്ക്കുള്ള അപേക്ഷാ ഫോറം

ബാങ്കിന്റെ പേര്: ബ്രാഞ്ച്: അപേക്ഷാ തീയതി:

1. സി.ഡി.എസിന്റെ പേര് :
2. എ.ഡി.എസ്സ് / വാർഡ് പേര്/ നമ്പർ :
3. ജോയിന്റ് ലയബിലിറ്റി ഗ്രൂപ്പിന്റെ പേര് :
4. ജോയിന്റ് ലയബിലിറ്റി ഗ്രൂപ്പിന്റെ അഫിലിയേഷൻ നമ്പർ :
5. ജോയിന്റ് ലയബിലിറ്റി ഗ്രൂപ്പിലെ ആകെ അംഗങ്ങളുടെ എണ്ണം :

ബി.പി.എൽ അംഗങ്ങൾ :

എ.പി.എൽ അംഗങ്ങൾ :

എസ്.സി :, എസ്.ടി :, ജനറൽ :

6. ആവശ്യമുള്ള വായ്പാ തുക :
7. അംഗങ്ങളുടെ വിവരങ്ങൾ :

ക്രമ നം.	പേര്	മേൽവിലാസം	ഫോൺ
1.			
2.			
3.			

4.			
5.			
6.			
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9.			
10.			

4

8. കൃഷി ചെയ്യുന്ന വിളയുടെ പേര് :

9. കൃഷി സ്ഥലത്തിന്റെ വിസ്തൃതി (ഏക്കറിൽ) :

മേൽ പറഞ്ഞ വിവരങ്ങൾ സത്യമാണെന്ന് സാക്ഷ്യപ്പെടുത്തുന്നു.

ഒപ്പ്. തീയതി

ഒപ്പ്. തീയതി

ജെ.എൽ.ജി പ്രസിഡന്റ്

ജെ.എൽ.ജി സെക്രട്ടറി

പേര്

പേര്

വിലാസം

വിലാസം

ഫോൺ നമ്പർ

((ഗ്രൂപ്പിന്റെ മുദ്ര))

ഫോൺ നമ്പർ

എ.ഡി.എസ്സിന്റെ മേലൊപ്പ്

ഒപ്പ് തീയതി

എ.ഡി.എസ്സ് ചെയർപേഴ്സൺ/സെക്രട്ടറി

പേര്

സീൽ

സി.ഡി.എസ്സിന്റെ ശുപാർശ

സംരക്ഷിത ചെയ്യുന്ന ജെ.എൽ.ജി.ക്ക് പലിശ സബ്സിഡി സ്കീമിൽ ഉൾപ്പെടുത്ത
വായ്പ അനുവദിക്കാവുന്നതാണ്.

ഒപ്പ് തീയതി

സി.ഡി.എസ്സ് ചെയർപേഴ്സൺ

പേര്

ഒപ്പ് തീയതി

മെമ്പർ സെക്രട്ടറി

പേര്

(ഓഫീസ് മുദ്ര)

സാക്ഷ്യപത്രം

ശ്രീ/ശ്രീമതി.....യുടെ ഉടമസ്ഥതയിലുള്ള
.....സർവ്വേ നമ്പറിൽപ്പെട്ടസെന്റ്/ഏക്കർ
കൃഷിഭൂമി.....പഞ്ചായത്തിലെജെ.എൽ.ജി
(.....യു.ഐ.ഡി നമ്പർ)കൃഷി
ചെയ്യുന്നതിനായി കാലയളവിലേക്ക് പാട്ടത്തിലെടു
ത്തിരിക്കുന്നുവെന്ന് ഇതിനാൽ സാക്ഷ്യപ്പെടുത്തുന്നു.

ഒപ്പ്

സി.ഡി.എസ്സ് ചെയർപേഴ്സൺ

സീൽ

ഒപ്പ്

മെമ്പർസെക്രട്ടറി

സീൽ

Annexure – 8.43.

Minutes of the meeting of Banks and Government on the Special Housing Loan scheme for credit participation in the “Housing for all” Programme of the Government of Kerala held on 05.02.2016 at Canara Bank, Circle Office, Trivandrum
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Preliminary meeting for approving the draft scheme “Housing for All” of Government of Kerala held on 05.02.2016 at Canara Bank, Circle Office, Trivandrum.

The Government of Kerala had announced a “Housing For all Programme’ in its Budget Proposals for 2015-16.

As requested by the Chief Minister of Kerala, the State Level Review Meeting of SLBC, Kerala held on 22nd June, 2015 deliberated on the Scheme of Government of Kerala and formed a sub-committee headed by Sri. C. V. Venkatesh, General Manager of State Bank of India.

At the request of the Chief Secretary to the Govt of Kerala, a meeting of the committee was held on 2017 January 27th in his chamber. In addition to the members of the committee the meeting was also attended by the Chief Secretary Sri. Jiji Thomson IAS, Sri. James Varghese IAS, Principal Secretary, Housing and Dr. S. Karthikeyan IAS, Housing Commissioner.

Government informed that it intended to launch the scheme at the earliest with credit participation from banks. The Government also informed that the credit facilities extended by the banks under this programme would be repaid by the Government of Kerala. The committee examined various models of financing and arrived at the conclusion that the retail model of financing the individual beneficiaries would be suitable for the scheme. It was decided that SLBC cell would prepare a draft loan scheme, which would be placed for approval in a meeting of the member banks, to be called in the first week of February.

Accordingly a meeting of the Banks was held on 2016 February 5th at Canara Bank, Circle Office, Trivandrum. The meeting was chaired by **Sri. N. Sivasankaran**, Convenor SLBC Kerala & General Manager, Canara Bank and attended by **Sri. James Varghese IAS**, Principal Secretary, Local Self Government Department, **Dr. S. Karthikeyan IAS**, Housing Commissioner, Government of Kerala and top officials from Banks. The meeting commenced at 4 p.m. List of Participants is annexed.

Pursuant the initial remarks, the committee made a thorough discussion on the draft housing scheme presented before the meeting and approved the same with certain changes in the draft.

The scheme approved by the committee is given in Annexure. It was also decided that the SLBC cell would draft a MOU and submit the same to the Government for approval.

The meeting concluded at 6.15 p.m.

Special Housing Loan Scheme for Housing for All Programme of Govt of Kerala

Introduction

- This is a Kerala Govt Sponsored Housing Loan Scheme for construction of new houses to beneficiaries in the economically weaker sections.
- This special scheme is formulated to support “Housing For all Programme” announced by the Govt of Kerala in its Budget Proposals for 2015 -16
- The repayment will be guaranteed by the Govt of Kerala
- For this purpose, the Govt had introduced an additional tax on Petrol and Diesel (*Please see Annexure III for excerpts from the Govt of Kerala Budget Speech 2015-16*)

Objective

To resolve the problem of homelessness of economically weaker sections in Kerala

Purpose

Financial assistance by way of Housing loan for construction of new residential houses covering the following beneficiaries

1. Beneficiaries of the erstwhile Lakshom Veedu Scheme - For Construction of new houses in place of the existing dilapidated houses
2. Land owning applicants under the Chief Minister’s Jana Samparka Programme – For construction of new houses
3. Land allottees under the Zero Land Less Initiative of Govt of Kerala – For construction of new houses

Prioritizing among the above three as well as identification of the beneficiary will be done by the Govt of Kerala

Eligibility

1. Only individuals who are residents of Kerala state are eligible
2. The application should be sponsored under this scheme by the Nodal Agency of the Government of Kerala.
3. He/She should be owning the land on which the house is proposed to be built over which the applicant should have free and marketable title.
4. If the land is jointly owned with a close relative (father/mother/ brother/sister/ husband/ wife/ son/daughter), that relative shall be a party to the loan
5. The KYC document of the applicant should match with the title of the land
6. Age of the borrower should be between 18 and 55 years .If he/she is above 55 years, the next legal heir has to become a party to the loan

Eligible Amount

The project cost is based on the building plan and estimate approved by the Govt Nodal agency

- Project Cost : Rs. 3,61,000.00
- Margin : Rs. 36,000.00
- Loan amount : Rs. 3,25,000.00

Disbursement

- The beneficiary will have two options for building the house
- He / she can build the house own his/her own , or
- He/she can entrust the work to the nodal agency appointed by the government for building the house
- The financial institution will disburse the loan directly to the borrower/nodal agency as the case may be
- The disbursement shall be in 4 stages
- First instalment (20 %) shall be disbursed at time of sanction
- Second instalment (30%) after completion of plinth level structure
- Third instalment (30 %) after completion of full structure including plastering.
- Fourth (Final) Instalment (20%) the completion of the house
- At each stage , the nodal agency has to issue a stage certificate and request to the bank to release the next instalment (applicable to both the options of construction)
- For release of the final instalment the nodal agency has to issue completion certificate and photograph of the house to the lending institution
- Project has to be completed within 12 months from the date of first disbursement.
- Nodal agency and the bank to ensure satisfactory end use of the funds.

Rate of Interest: Lowest rate of interest charged for housing loans in the concerned bank.

Security

1. Mortgage of immovable residential property on which the house is to be constructed
2. Kerala Government Guarantee (For this purpose the \Individual banks/FI will sign MOU with Govt of Kerala)

Documentation

- The application shall be made in the prescribed form of the respective bank
- Documentation shall as prescribed for housing loans by the respective banks

Repayment of the loan

- Loan with interest and charges will be repaid by the Government in 20 years commencing from the date of disbursement of the first instalment.
- There shall not be any repayment holiday.

- The Principal amount shall be repaid in 80 equal quarterly instalments. The first of such instalments will be due in 90 days from the date of the first disbursement. Interest and other charges shall be due for payment as and when debited.
- The State Controlling office of the institution has to prefer quarterly claim to the Government listing the dues in respect of all the loans granted by the institution under the scheme (Pl see annexure I for claim format) This claim shall be generated as on the last day of the quarter and submitted to the Government within 15 days from the quarter end. The Government will be crediting the claimed amount to the bank within the next 15 days

IRAC Norms

As applicable to Priority sector advances

Financing Institution

The Service area scheduled commercial bank branch shall process the application

Nodal Agency of the Government

Commissioner of Housing
The Housing Commissionerate
Govt of Kerala
KSHB Building, Govt Press Road, Thiruvananthapuram
0471-2330720, Email: housingcommissioner@gmail.com

Validity of the Scheme

The scheme will be valid till 2017 March 31st. Renewal of the scheme for further period shall be after review of performance under the scheme

Other Conditions

- a. There shall be no Processing or Service Charges other than the applicable stamp duty and CERSAI Registration charges
- b. The Government will be arranging for the insurance cover at full value of the securities against all risks
- c. CIBIL Search report and income proof may be waived
- d. The Government will be certifying the free and marketable title of the property on which the house is proposed to be built
- e. Based on the above Government certification , LSR from Panel lawyer may be waived
- f. The applicant should have /open savings bank account with the financing bank

Annexure I – Quarterly claim from the Financial Institution for Loan Instalments

Name of the Bank : _____ Claim for the Quarter ending : _____

Branch Name	A/c no	Nodal agency Ref No	Name of Borrower	Loan amount	Liability	Instalment of Principal	Interest Due	Other Charges due	Total dues for the quarter

Annexure II - Documents to be submitted to the Lending Institution

- 1 Duly filled in, dated and signed Application in the prescribed form of the respective bank/FI with recent photograph of applicant/joint applicants
- 2 Photo ID Proof of applicant (Pan Card/Voter ID/Driving License/ration card/Aadhar Card etc)
- 3 Address Proof of applicant (Passport /Voter ID /Ration Card/ Aadhar Card, Driving license, etc)
- 5 Photo ID proof of joint applicants -where the land is jointly owned or if the land owner is above 55 years -(Pan Card/Voter ID/Driving /License/ration card/Aadhar Card etc)
- 6 Address proof of joint applicants -where the land is jointly owned or if the land owner is above 55 years (Pan Card/Voter ID/Driving /License/ration card/Aadhar Card etc)
- 7 Sponsorship letter & certificate from the Government regarding free and marketable title to the property in favour of the applicant
- 8 Current year's Land tax Receipt
- 9 Possession certificate from Village Office
- 10 Thandapper register Extract from Village Office
- 11 Location sketch from village office
- 12 Original Title deeds covering the past 13 years
- 13 Encumbrance certificate covering the past 13 years from the Sub Registrar
- 14 Grama Panchayat/Urban Local Body approved building plan and estimate
- 15 SB Account number in the Bank. If applicant is not an account holder in that bank , he/she has to open SB account

Annexure III– Excerpts from the Kerala Govt Budget Speech – 2015-16

Housing for all

39. Under the State Housing Policy the goal of this Government is to ensure that every family has a roof over its head. I have great pleasure in being able to announce three new schemes in the State to provide affordable housing for 1.75 lakh families.

40. Availability of land in even rural areas, not to speak of towns and cities has become a critical constraint in implementing housing schemes. Therefore to resolve the problem of homelessness of our BPL population, we need to take up vertical housing schemes if we are to address this challenge effectively. District Housing Societies will be formed which will take up bankable schemes for BPL families including the purchase of land and raise funds from banks, with Government Guarantee. Under the scheme, residential flats for the poor up to four floors will be constructed. District Level Empowered Committees headed by District Collectors will be empowered to purchase land needed for the project. The construction will use prefab technology to the extent possible to complete the project in one year. Government will directly repay principal and interest on the funds borrowed by each District Housing Society to the Bank. I am constituting a Housing Fund into which Government shall make annual payments from the Budget. Priority will be given to those Panchayats which are willing to commit 5% of their annual plan allocation each year for this purpose. 75,000 houses shall be taken up for construction this year. 3000 houses will be exclusively set apart for fishermen. I am setting aside Rs.162 crore for making the annual payment into the Housing Fund this year as Government's share.

41. I am happy to announce a new integrated bank loan linked scheme to build 75,000 houses for landless BPL and low income families. This scheme will be implemented in collaboration with the leading banks of the State. BPL beneficiaries will be subsidised up to 75% of the annual payment on principal and interest that will be disbursed by Government directly to Banks on amounts up to Rs.4 lakhs for a period of 20 years for the purchase of house plots and construction of houses. For persons with income up to Rs.2 lakhs per year, the subsidy shall be 50% of the annual payment. I am setting apart an amount of Rs.180 crore for this in my budget.

42. I am pleased to announce a special Housing Scheme of Government to provide one house in each ward of every Local Body in the State. 50% of the funds will be provided by Government and the rest by Local Bodies. 22000 houses will be completed with the participation of Local Bodies. I am providing Rs.110 crore as State's share for this.

43. Under the Zero Landless Scheme – the State's Flagship Project implemented by the Revenue Department, Government have been able to provide land to over a lakh of persons. This path breaking project will be fully implemented. Persons who have been allotted land under this scheme will be given priority in the new housing schemes that I have announced.

44. I will also provide an additional Rs. 20 crore for building 1500 houses under the Grihasree Housing Scheme this year.

45. I am also providing an amount of Rs.10 crore for the Sowbhagya Housing Scheme.

46. To finance these ambitious schemes, I intend to raise additional resources through an additional tax of one rupee on every litre of petrol and diesel. I am committing an amount of Rs.482 crore this year for the Housing For All initiative.

42. സംസ്ഥാനത്തെ ഓരോ തദ്ദേശ സ്വയംഭരണ സ്ഥാപനത്തിന്റെയും ഓരോ വാർഡിലും ഒരു വീട് നൽകുവാനുദ്ദേശിച്ചു കൊണ്ട് ഒരു സവിശേഷ ഭവന പദ്ധതി ഞാൻ പ്രഖ്യാപിക്കുന്നു. തദ്ദേശ സ്വയംഭരണ സ്ഥാപനങ്ങളുടെ പങ്കാളിത്തത്തോടെ 22000 വീടുകൾ ഇതുവഴി പൂർത്തിയാക്കുന്നതാണ്. ഈ പദ്ധതിക്കുള്ള തുകയുടെ 50% സർക്കാരും ബാക്കി തദ്ദേശ സ്വയം ഭരണസ്ഥാപനങ്ങളും വഹിക്കുന്നതാണ്. ഇതിനുള്ള സംസ്ഥാന വിഹിതമായി 110 കോടി രൂപ ഞാൻ വകയിരുത്തുന്നു.
43. റവന്യൂ വകുപ്പ് മുഖേന നടപ്പിലാക്കിയ സുപ്രധാന പദ്ധതിയായ ഭൂരഹിതർ ഇല്ലാത്ത കേരളം എന്നതിലൂടെ ഒരു ലക്ഷത്തിലധികം ആളുകൾക്ക് ഭൂമി നൽകാൻ സർക്കാരിന് കഴിഞ്ഞിട്ടുണ്ട്. ഈ ചരിത്ര പദ്ധതി പൂർണ്ണ തോതിൽ ഈ വർഷവും നടപ്പിലാക്കുന്നതാണ്. ഇപ്രകാരം ഭൂമി ലഭിച്ച വ്യക്തികൾക്ക് സർക്കാർ പുതുതായി പ്രഖ്യാപിച്ച ഭവന പദ്ധതികളിൽ മുൻഗണന നൽകുന്നതാണ്.
44. ഗൃഹശ്രീ ഹൗസിംഗ് പദ്ധതിയിൻ കീഴിൽ 1500 വീടുകൾ നിർമ്മിക്കുന്നതിനായി 20 കോടി രൂപ അധികമായി അനുവദിക്കുന്നതാണ്.
45. സൗഭാഗ്യ ഭവന പദ്ധതിക്കായി ഞാൻ 10 കോടി രൂപ വകയിരുത്തുന്നു.
46. ഈ സ്വപ്ന പദ്ധതികൾ നടപ്പിലാക്കുന്നതിന് പെട്രോളിനും, ഡീസലിനും ലിറ്ററിന് ഒരു രൂപ നിരക്കിൽ ഒരു അധിക നികുതി ഏർപ്പെടുത്താൻ ഞാൻ ഉദ്ദേശിക്കുന്നു. മേൽപ്പറഞ്ഞ ഭവന നിർമ്മാണ പദ്ധതികൾ നടപ്പിലാക്കുന്നതിനായി ഈ വർഷം 482 കോടി രൂപ ഞാൻ ഉറപ്പുവരുത്തുന്നു.

Annexure -8.44.

Draft MOU for Government of Kerala Housing for All Loan Scheme

MEMORANDUM OF UNDERSTANDING

BETWEEN

_____ **BANK & GOVERNOR OF KERALA**
THROUGH COMMISSIONER OF HOUSING, GOVERNMENT OF KERALA

FOR FINANCING UNDER

“Government of Kerala Housing for All Programme

THIS MEMORANDUM OF UNDERSTANDING (MOU) executed at Thiruvananthapuram, on this _____(Date) between Governor of Kerala represented by the Housing Commissioner , _____ Housing Commissionerate, KSHB Building, Govt Press Road, Thiruvananthapuram (Present : Shri. _____ residing at _____) (hereinafter also referred to as the Government which expression shall, unless repugnant to the context or meaning, includes its successors and assigns) of the one Part,

And

_____ Bank , a Body Corporate constituted under the _____ and having its Head Office at _____ and having offices and Branches throughout India, represented by Sri. _____ (hereinafter referred as the Bank” which expression shall, unless repugnant to the context or meaning, includes its successors and assigns) of the Other Part.

The Government of Kerala and _____ Bank are hereinafter collectively referred to as “Parties” and individually as “Party”.

Whereas Government of Kerala has accorded Administrative sanction for implementation of “Housing for All Programme for providing affordable housing to the Houseless families belonging to the Economically weaker sections in the State of Kerala . The scheme is envisaged to facilitate loan for them from associating Banks and other financial institutions to construct new residential houses on the housing plots owned by them. The Housing Commissioner of Government of Kerala has been appointed as the administrator of the scheme. The loans upto an amount of Rs.3,25,000/- (Rupees Three Lakhs Twenty Five Thousand only) granted by the associating banks and Financial Institutions will be guaranteed for the repayment of the Principal , interest and other charges by the Government of Kerala and , such amount due to the banks from time to time will be paid by the Government of Kerala within 20 years from the date of the first disbursement in each loan account

Whereas the Government of Kerala approached _____ Bank for providing need based finance to the beneficiaries identified by the Government under its Housing For All Programme , for construction of residential houses on the house plots owned by these beneficiaries and the Bank has agreed to the same on the terms and conditions contained herein.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSTH AS UNDER:

1. This loan scheme shall be named as the Special Housing Loan Scheme for Housing For All Programme of Govt of Kerala.
2. The objective of the loan scheme is to provide financial assistance by way of Housing loan for construction of new residential houses to those economically weaker section beneficiaries of the State of Kerala, who fall under the following categories
 - a. Beneficiaries of the erstwhile Laksham Veedu Scheme - For Construction of new houses in place of the existing dilapidated houses
 - b. Land owning applicants under the Chief Minister’s Jana Samparka Programme – For

construction of new houses

c. Land allottees under the Zero Land Less Initiative of Govt of Kerala – For construction of new houses

4. The administrator & Nodal agency for the said scheme shall be The Commissioner of Housing, Government of Kerala

5. Scheme shall be operative at all branches of the Bank in the state of Kerala.

6. The validity of the scheme shall be till 31.03.2017. Renewal of the scheme for further period shall be after review of performance under the scheme.

7. The purpose of the loan scheme is to provide need based housing loans to beneficiaries identified by the Government of Kerala and whose applications are forwarded to the Bank along with necessary documents for construction of new residential houses on the housing plots owned by these beneficiaries.

8. The applicants under scheme shall have the following eligibility traits:

a. The applicants shall be permanent residents of Kerala State

b. The applicants should have free and marketable titles over the housing plots on which the houses are proposed to be built

c. If the land is jointly owned with a close relative (father/mother/ brother/sister/ husband/ wife/ son/daughter), that relative shall be a party to the loan

d. The KYC document of the applicant should match with the title of the land.

e. Age of the borrower should be between 18 and 55 years .If he/she is above 55 years, the next legal heir has to become a party to the loan

9. The Government shall identify the Loan Applicant (hereinafter also called “Applicant”) and direct the applicants to submit the following documents to the concerned branch.

a. Duly filled in, dated and signed Application in the prescribed form of the bank with recent photograph of applicant/joint applicants

b. Photo ID Proof of applicant (Pan Card/Voter ID/Driving / License /ration card /Aadhar Card etc)

c. Address Proof of applicant (Passport /Voter ID /Ration Card/ Aadhar Card, Driving license, etc)

d. Photo ID proof of joint applicants -where the land is jointly owned or if the land owner is above 55 years -(Pan Card/Voter ID/Driving / License /ration card/Aadhar Card etc)

e. Address proof of joint applicants -where the land is jointly owned or if the land owner is above 55 years (Pan Card/Voter ID/Driving /License /ration card/Aadhar Card etc)

f. Sponsorship letter & certificate from the Government regarding free and marketable title to the

property in favour of the applicant

g. Current year's Land tax Receipt

h. Possession certificate from Village Office

i. Thandapper Register Extract from Village Office

j. Location sketch from village office

k. Original Title deeds covering the past 13 years

l. Encumbrance certificate covering the past 13 years from the Sub Registrar

m. Panchayat/Urban body approved building plan and estimate

n. Savings Bank Account number in the Bank

10. The Government of Kerala shall ensure the credentials of the applicant's eligibility as a beneficiary under the programme and the branches concerned shall process only those applications sponsored by the government in this scheme.

11. The Government will ensure that the applicants have free and marketable title to the house plot on which the house is proposed to be built and the Government will certify the same while sponsoring the application to the bank.

12. On receipt of the documents, the Bank shall process the loan in terms of the guidelines issued by the Bank and sanction the loan. Upon sanction, the applicant shall execute the necessary documents as required by the Bank for availing the loan. If the applicant is not eligible for the loan in terms of the Bank guidelines, the Bank shall inform the applicant and Government accordingly.

13. The Government hereby agrees that it is the absolute discretion of the Bank to sanction the loan and applicant is not entitled to claim loan under this MOU, as a matter of right.

14. The loan amount recommended by the Government shall be up to Rs.3,25,000/-(Rupees Three Lakhs Twenty Five Thousand only) . The bank may sanction the loan at its discretion provided the applicant is eligible for the loan as per the guidelines of the Bank

15. Loan availed by the applicant shall be secured by

a The mortgage of the landed property on which the house is proposed to be built

b. Guarantee by the Government of Kerala for the repayment of the loan amount with interest and other charges there on for which purpose, the Government is entering to this memorandum of agreement with the Bank

c. The beneficiary will also be personally liable as the borrower to repay the loan, for which purpose the bank will be obtaining necessary loan documents from the beneficiary.

16. In case the borrower indulges in misrepresentation / forgery /deception or resort to any

fraudulent ways to secure the loan it shall be dealt appropriately as per the Bank's norms and such instances identified shall be notified to the Government for legal recourse..

17. The Rate of Interest applicable for the loans is _____% above the Bank's Base Rate (present Base Rate being _____% and the applicable RoI at present being _____% p.a). This rate shall not exceed the lowest prevailing rate of interest in the bank for Housing loans. The Rate of interest is floating and shall change as and when there is change in Bank's Base Rate. Penal interest as per prevailing guidelines will be charged for default in repayment.

18. The bank shall not charge any processing fee/service charge other than that is actually incurred as stamp duty and CERSAI Registration fee

19. Primary security for the loans sanctioned under the scheme will be the mortgage of the house property and other assets created out of the loan

20. The disbursement of the loan shall be as follows

a) The beneficiary will have two options for building the house .He / she can build the house own his/her own, or He/she can entrust the work to the nodal agency appointed by the government for building the house

b) The Bank shall disburse the loan directly to the borrower/nodal agency as the case may be

c) The disbursement shall be in four stages. First instalment (20 %) shall be disbursed at time of sanction .Second instalment (30%) after completion of plinth level structure .Third instalment (30 %) after completion of full structure including plastering. The Fourth (Final) Instalment (20%) on the completion of the house

d) At each stage, the nodal agency shall issue a stage certificate and request the bank to release the next instalment (applicable to both the options of construction)

e) For release of the final instalment the nodal agency will issue completion certificate and photograph of the house to the Bank

f. Project has to be completed within 12 months from the date of first disbursement.

g. Nodal agency and the Financing Institution shall ensure the satisfactory end use of the funds.

21. The Government of Kerala hereby guarantees and undertakes to repay the entire loan amount to the Bank with interest and other charges on the due dates as per the repayment schedule detailed below:

22. Loan with interest and charges will be repaid by the Government of Kerala in 20 years commencing from the date of disbursement of the first instalment There shall not be any repayment holiday. The Principal amount shall be repaid in 80 equal quarterly instalments The first of such instalments will be due in 90 days from the date of the first disbursement. Interest and other charges shall be due for payment as and when debited. The Bank has to prefer quarterly claim as on the last day of every quarter to the Government

listing the dues in respect of all the loans granted by the institution under the scheme within 15 days from the end of each quarter. The Government will credit the claimed amount to the bank within the next 15 days

23. The liability of the Government of Kerala under these presents shall be independent of the liability of the applicant/Beneficiary of the loan.

24. If the Government of Kerala fails to repay the loan amount on demand by the Bank under these presents and /or in terms of sanction and loan documents, Bank will resort to the normal recovery steps against the borrower and the Government, jointly and severally, in accordance with Law.

25. This Memorandum of Understanding shall not limit or restrict the right of the Bank in any manner either in getting any loan documents/or acknowledgement of liability, etc, from the borrowers as required by the terms and conditions of the sanction and also in exercising any of the powers under the agreements executed by the respective borrowers.

26. Either Party can terminate this Memorandum of Understanding by giving 30 days notice to the other, provided that the termination of this Memorandum of Understanding shall not affect the rights and obligations accrued to either party prior to termination of this Memorandum of Understanding.

27. The Government and the Bank agree / acknowledge that, either party shall not be restricted to enter similar arrangements with any other institutions.

28. If there is any dispute between the Parties, same shall be resolved amicably through mutual discussion. If disputes are not resolved through mutual discussion, the competent court in the State of Kerala shall have jurisdiction to decide the said disputes.

29. Any communications between parties shall be sent to the address stated above. Any notice/letter sent by either party shall be deemed to have been served on the other party, on delivery of the same to the other party.

30. Signatories represent that they are having necessary permission and sanction under their statutes/bye-laws to enter into this MOU on behalf of the parties.

In witness whereof, the parties hereto have caused this Memorandum of Understanding to be executed by their duly authorised representatives on the date first written.

For and on behalf of Government of Kerala

For and on behalf of _____ Bank

Annexure - 8.45.

Draft Tripartite Agreement (where borrower entrusts construction to Nodal Agency)

TRIPARTITE AGREEMENT

(To be executed by the Borrower, _____ Bank and the BUILDER)

This agreement made this day of 20 between

1.

(Name and Address of the borrower) hereinafter termed as “Borrower” which term shall unless repugnant to the context be deemed to include his / her executors, administrators and assigns;

AND

2.....

a special purpose vehicle formed vide GO No/Notification No ,_____ dt _____ of _____ Department ,Government of Kerala and registered as a _____ Society under _____ / _____ Company by its _____ Sri/Smt _____ hereinafter termed as “the **BUILDER**” which term shall unless repugnant to the context include their successors, administrators and assigns.

AND

3. _____ a _____ body _____ corporate _____ constituted under _____ and having its Registered office at _____ acting through its Branch at (Mention the address of the branch) hereinafter called the “Bank” which expression shall unless repugnant to the context be deemed to include its assigns, successors.

The Borrower, the Builder and the bank are hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS the borrower is the owner/ Power of Attorney holder of the owner of the premises bearing Surey No more fully described in the schedule A annexed hereto (hereinafter also called “the land “)

WHEREAS the BUILDER is the nodal agency designated by the Government of Kerala for the construction of residential houses thereon under the _____ scheme of the Government of Kerala notified vide its GO/Notification No _____ dt _____ of the Department of _____ (hereinafter referred to as the scheme) and

WHEREAS the borrower has been selected as a beneficiary by the Government under the scheme vide its letter no _____ dt _____ and

WHEREAS the Borrower is intending to construct a residential house more fully described in schedule B annexed hereto as (also called as the house) per the scheme and

WHEREAS the borrower has decided to entrust the construction of the house to the Builder and the Builder has accepted the entrustment and

WHEREAS the borrower has approached the bank to grant him a loan of Rs..... for the construction the house and the Bank has vide its sanction letter dated agreed to sanction the loan of Rs..... to the Borrower, on the condition among others that the loan shall be secured by the mortgage of the land

WHEREAS the parties agree that the terms and conditions agreed to by tripartite agreement shall in addition to the conditions set by the bank, be governed by terms of the Memorandum of Agreement dt _____ signed between the Bank and the Government of Kerala copy of which is annexed hereto as Annexure I

WHEREAS the Borrower, in consideration of the Bank agreeing to grant the loan of Rs., shall immediately create mortgage of the land in favour of the Bank as security for the loan granted by Bank.

WHEREAS the borrower shall hand over the possession of the land to the BUILDER

For the construction of the house as described in schedule B and

WHEREAS the BUILDER shall thereafter be in possession of the land till the completion of the house and on completion of the house shall hand over the possession of the land and house back to the Borrower

NOW THE PARTIES TO THIS AGREEMENT COVENANT AS UNDER:

1. It is agreed that, the word "Loan" mentioned above and elsewhere in this Agreement included interest, penal interest and all other sums, payable by the Borrower to the Bank.
2. The sum of Rs..... advanced by the Bank to the Borrower as loan shall be remitted by the Bank directly to the BUILDER as per the demand for payments by the BUILDER or as per the installments prescribed in the Memorandum of Agreement dt _____ between between the Bank and the Government of Kerala copy of which is annexed hereto as annexure I
3. The Bank will make disbursement of the sanctioned loan directly to the BUILDER on behalf of the Borrower and any payment made to the BUILDER by the Bank shall be deemed to be payments made to the Borrower and the Borrower shall in each case, be liable for the amount of loan disbursed on his behalf to the BUILDER as though the same had been disbursed directly to the Borrowers.
4. The borrower shall pay the necessary margin for the construction of the house to the BUILDER directly either in a single lumpsum or in instalments as demanded by the BUILDER
5. It is further agreed by the Borrower that the Bank shall not be responsible or liable to ensure or ascertain the progress of construction and mere demand for payment would be sufficient for the Bank to effect disbursement as aforesaid without prejudice to the

above. Notwithstanding anything to the contrary contained herein, the Bank may at its own discretion refuse to disburse the loan until-

a) the Borrower has paid his own contribution in full to the Builder

b) the progress and need of construction justifies the disbursement requested.

The Bank shall be the sole judge thereof.

6. The BUILDER shall maintain a separate account for the Borrower and adjust payment of the loan amount received from the Bank and any other amounts received from the Borrower
7. The BUILDER shall construct the house as per the plan approved by the authority under the scheme and on full and satisfactory completion of the construction, shall handover possession of the land and the house to the Borrower forthwith free of all encumbrances.
8. The cost of construction, in excess of the loan sanctioned by the Bank, shall be borne and paid by the Borrower.
9. If the Borrower fails to pay the balance amount representing the difference between the loan sanctioned by the Bank and the actual cost of the house, the entire amount standing to the credit of the Borrower (including earnest/ advance money and Borrower's contribution) shall be refunded by the Builder to the Bank immediately. The Bank shall refund to the Borrower or his legal representatives any balance remaining after adjusting its entire outstanding liability along with interest, costs and other amount due thereon towards the loan.
10. The covenants hereunder shall not be construed to mean and fasten any responsibility upon the Bank to observe the payment schedule, if any, between the Builder and the Borrower or make payments to the Builder as requested. The Bank shall not be responsible for any delay or omission in disbursement on account of breach or default attributable to the Builder or the Borrower. The Borrower shall be responsible to follow up with the Bank to make disbursement on his behalf as per the arrangement he may have with the Builder.
11. If for any reason there is an increase or escalation in the cost of the apartment, such increase shall be paid and borne by the Borrower without any reference to the Bank and until such increase is paid, the Bank shall have the right to suspend further disbursements of the sanctioned loan.
12. The Borrower shall not further mortgage or charge the land along with the super structure to any other person or financial institution for raising any loan without the prior written consent of the Bank.
13. The Builder shall not entertain any request of the borrower for transfer of the possession of land and house without the prior written consent of the Bank.
14. In the event of any refund becoming due and payable under any agreement or arrangement executed or made between the Borrower and the Builder or otherwise, the Builder agrees not to pay any amount on any account to the Borrower by way of refund or otherwise without the written consent of the Bank. In case if so required by the Bank, any such amount shall be paid by the Builder to the Bank.
15. This Tripartite Agreement shall not limit or restrict the right of the Bank in any manner either in getting any loan documents/or acknowledgement of liability, etc, from the borrower as required by the terms and conditions of the sanction and also in exercising any of the powers under such agreement/document executed by the borrower
16. If there is any dispute between the Parties, same shall be resolved amicably through mutual discussion. If disputes are not resolved through mutual discussion, the competent

court in the State of Kerala shall have jurisdiction to decide the said disputes.

17. Any communications between parties shall be sent to the address stated above. Any notice/letter sent by either party shall be deemed to have been served on the other party, on delivery of the same to the other party.

SCHEDULE A

Description of the land

District	Taluk	village	Sy no	Extent (Ars)	Title document/ Pattayam no	Boundaries

SCHEDULE B

Description of the Residential House to be constructed

Type	Built up area	Additional structures if any	Estimated cost
Single storey residential house			

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET OUT THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED.

BORROWER

BUILDER

BANK

ANNEXUE I - Copy of MOU between bank and the Government

Annexure – 8.46



Indian Banks' Association

No. RB/EL-SLBC/213

February 23, 2016

Mr. N Sivasankaran
Convener, SLBC Kerala
General Manager
Canara Bank
SLBC Cell, Circle Office
Canara Bank Building
M G Road
Thiruvananthapuram 695 001

Dear Sir,

**Recommendations on formulating uniform guidelines for granting Education Loans
[Management Quota admissions]**

Please refer to your letter Ref. No. Kerala SLBC/116 SLBC/336/GN/2015 dated 29th October 2015 on the subject matter.

In this connection, we wish to inform that your recommendations for a standard scheme for granting education loan for those taking loans under management quota were deliberated upon at the IBA Working Group on Educational Loan Scheme meeting held on 8th January 2016. The members of the Working Group were of the view that IBA should come out with the Schemes only, if they, are applicable nationwide. After deliberations, the Group suggested that SLBC Kerala may decide on the *State specific Scheme* for banks operating in the State. The recommendations of the Working Group were placed before the IBA Managing Committee Meeting held on 29th January 2016. The Managing Committee endorsed the views of the Working Group and suggested that SLBC may circulate the Scheme formulated by them amongst its members for uniform adoption in the State.

You may kindly be guided accordingly.

Yours faithfully,

K Unnikrishnan
Deputy Chief Executive

Annexure – 8.47



Handwritten signature in blue ink

**KERALA RAJ BHAVAN
THIRUVANANTHAPURAM
Pin-695 099
Tel. : 2721100
Fax : 2720266**

SECRETARY TO GOVERNOR
No GS4 3540/16

17 February 2016

The Convenor
State Level Bankers Committee
Canara Bank Circle Office
Thiruvandrum 695 001



Sir,

Sub: First meeting of all stake holders to discuss the projects under Swachh Bharat Mission (SBM) at Raj Bhavan, Kerala - Regarding

There has been an unprecedented focus on sanitation since the launch of **Swachh Bharat Mission (SBM)** on 2.10.2014. The SBM provides flexibility to the States in addressing the issue. The State has ambitiously taken steps for full coverage of sanitation at the earliest. Though the programme provides incentives for various components, the construction of toilets in geographically challenged areas like Kuttanad and Attappadi, community sanitary complexes, public toilets, technology innovation, IEC activities etc require additional funds. This demand an innovative meaningful partnership of the State Government with Public and Private sector entities. In order to deliberate upon the same, the Honourable Governor Sri Justice P Sathasivam has convened a meeting at **3 PM on 24.02.2016 at Raj Bhavan auditorium** with Public and Private sector entities, which will be attended by the Honourable Minister for Panchayat and Social Justice. I would be grateful for your support in this venture and request you kindly to attend the said meeting at **3 PM on 24.02.2016**. In case of any inconvenience, a representative may be deputed.

Yours faithfully

Handwritten signature of A. Ajithkumar
(A. Ajithkumar)