

**The Goa Salary, Allowances and Pension of  
Members of the Legislative Assembly Act, 2004  
and Rules**



## The Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004

1. **The Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004 (Goa Act 20 of 2004) [24-8-2004]** published in the Official Gazette, Series I No. 22 (Extraordinary) dated 1-9-2004 and came into force w.e.f. 01-07-2004.
2. **The Goa Salary, Allowances and Pension of Members of the Legislative Assembly (Amendment) Act, 2005 (Goa Act 3 of 2006) [15-03-2006]** published in the Official Gazette, Series I No. 51 (Supplement) dated 23-03-2006 and provision related to the Amendment came into force on the date mentioned in the respective places.
3. **The Goa Salary, Allowances and Pension of Members of the Legislative Assembly (Amendment) Act, 2008 (Goa Act 7 of 2008) [5-5-2008]** published in the Official Gazette, Series I No. 5 (Extraordinary No. 2) dated 7-5-2008 and provision related to the Amendment came into force on the date mentioned in the respective places.
4. **The Goa Salary, Allowances and Pension of Members of the Legislative Assembly (Amendment) Act, 2005 (Goa Act 23 of 2009) [15-09-2009]** published in the Official Gazette, Series I No. 25 (Extraordinary) dated 17-09-2009 and came into force w.e.f. 1-4-2009.
5. The Goa (Grant of Housing advance to Members of the Legislative Assembly) Rules, 2006 and came into force on the 1st day of July, 2004.
6. The Goa (Grant of advance to Member of the Legislative Assembly for purchase of new motor car) Rules, 2005.

### Arrangement of Sections

1	Short title and commencement	17	Medical treatment to ex-members
2	Definitions	18	Omitted
3	Salaries and daily allowances	19	Personal assistants
4	Omitted	20	Computer to the members
5	Motor car advance	20A	Computer to the ex-members
6	Housing advance	21	Omitted
7	Interest in case of default	22	Allowances during short intervals between the termination of one session and the commencement of another session, etc.
8	Creation of fund for unrecoverable advances	23	Certain sections not to apply to Chief Minister, Minister, etc.
9	Constituency allowances	24	Power of the Speaker in certain cases
10	Omitted	25	Procedure
11	Pension	26	Power to make rules
12	Nomination	27	Repeal and saving
13	Accommodation in Government Hostel, etc.		Schedule
14	Travelling allowance		
15	Petrol/diesel for personal vehicle		
16	Medical treatment, etc. to members		

**GOVERNMENT OF GOA**  
**Department of Law and Judiciary**  
**Legal Affairs Division**

—  
**Notification**

7/23/2004-LA

The Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004 (Goa Act 20 of 2004), which has been passed by the Legislative Assembly of Goa on 2-8-2004 and assented to by the Governor of Goa on 24-8-2004, is hereby published for general information of the public.

*S. G. Marathe*, Under Secretary (Drafting).

Panaji, 1st September, 2004.

—————  
**The Goa Salary, Allowances and Pension of Members of the  
Legislative Assembly Act, 2004**

**(Goa Act 20 of 2004) [24-8-2004]**

AN

ACT

*to provide for the salary, allowances and pension of Members of the Legislative Assembly of Goa.*

Be it enacted by the Legislative Assembly of Goa in the Fifty-fifth Year of the Republic of India as follows:—

**1. Short title and commencement.**— (1) This Act may be called the Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004.

(2) It shall be deemed to have come into force with effect from the 1st day of July, 2004.

**2. Definitions.**— In this Act, unless the context otherwise requires,—

- (a) “Assembly” means the Legislative Assembly of Goa;
- (b) “Controlling Officer” means the Secretary to the Assembly;
- (c) “committee” means a committee of the Assembly;
- (d) “day” means a period of 24 hours beginning at midnight;
- (e) “family” means a wife residing with the husband and legitimate children wholly dependent on him. If the Member is a married woman, “family” shall include her husband residing with her;

- (f) “Government” means the Government of Goa;
- (g) “member” means a member of the Assembly;
- (h) “notification” means a notification published in the Official Gazette;
- (i) “Official Gazette” means the Gazette published by the Government of Goa;
- (j) “period on duty” means the days on which a Member attends a session of the Assembly or a sitting or a meeting of a committee or when he is on tour for each day of sanctioned travel;
- (k) “prescribed” means prescribed by rules;
- (l) “term of office” in relation to a member means the period beginning with the date when such member takes his seat in the Assembly and ending with the date on which his seat becomes vacant.

**3. Salaries and daily allowances.**— (1) A member shall be entitled to receive salary at the rate of five thousand rupees per month during his term of office and shall also be entitled to receive daily allowances at the rate of <sup>1</sup>[one thousand rupees] for each day during any period on duty.

**Explanation:**— Daily allowance shall be admissible to a member for each day on duty irrespective of the time of his arrival or departure.

(2) A member shall be entitled for an amount of <sup>2</sup>[Rs.750/- (Rupees Seven hundred and fifty only)] for each day on duty in lieu of the accommodation provided under section 13.

#### 4. <sup>3</sup>[Omitted]

**5. Motor car advance.**— (1) Subject to other provisions of this Act and to such conditions as may be prescribed, a Member may be sanctioned, by way of repayable advance, an amount of Rs. 6 lakhs for purchase of new motor car at such installments and interest fixed under the rules:

Provided that a member can avail of the maximum amount of advance of Rs. 6 lakhs and use the same, in part for the purpose of purchase of new motor car and in part for the repayment of outstanding amount of any advance or loan earlier availed of by a member for purchase of motor car either under this Act or any other law or rules made thereunder.

(2) The advance referred to in sub-section (1) may be availed of by a member once every three years provided the member has fully cleared any advance earlier availed under sub-section (1) and if such earlier advance has not been fully cleared, then, the member may be sanctioned a second advance only to the extent of the differential in the amount specified under sub-section (1).

(3) A motor car purchased under sub-section (1) shall be hypothecated to the Government and also insured, in the manner prescribed.

<sup>1</sup> Substituted in place of words “seven hundred and fifty rupees” by the Amendment Act 23 of 2009.

<sup>2</sup> Substituted in place of words “Rs. 300/- (Rupees three hundred only)” by the Amendment Act 23 of 2009.

<sup>3</sup> Omitted by the Amendment Act 7 of 2008 with effect of 5-5-2008 i.e. the day.

(4) A member may be allowed to sell the motor car purchased under sub-section (1) only for the purpose of repaying the entire amount of advance granted under sub-section (1), with the permission, of the sanctioning authority.

(5) Notwithstanding anything contained in sub-section (1), any advance or loan availed of by a member for purchase of motor car under the provision of any other law or rules made thereunder shall continue to be governed by the provision of such other law or rules.

**6. Housing advance.**— (1) Subject to the provisions of this Act, a member may, during his term of office, be sanctioned a housing advance of upto a maximum of <sup>4</sup>[Rs. 30 lakhs], repayable within a maximum <sup>5</sup>[period of twenty years] on such installments and interest as may be fixed by the Speaker, for construction of a house or a bungalow or for acquiring a flat, for residential purpose and such housing advance can be availed of by a member only once during his life time.

<sup>6</sup>[Provided that the balance of the increase in the loan amount can be availed of, by any member who has availed of the loan on an earlier occasion.]

(2) The terms and conditions for the grant of housing advance under sub-section (1) shall be as prescribed and the recovery of the advance shall be made from the salary and pension of the member in the manner prescribed.

(3) Notwithstanding anything contained in sub-section (1), a member may be allowed to use out of the advance sanctioned to him under this section, for the purpose of repaying any existing loan availed of by a Member from any Bank or financial institution for the purpose of housing to full extent or for the purpose of carrying out repairs to his house to the extent of 50% of the limit.

(4) A house, bungalow, etc. constructed or a flat acquired with the advance granted under this section shall be mortgaged to the Government by means of a registered deed of mortgage in the manner prescribed and the member shall have no right to sell, mortgage, assign, transfer or alienate in any manner whatsoever such house bungalow, flat, etc, until the entire advance granted under this section is repaid by the member and such mortgage to the Government shall have priority over all other dues.

**7. Interest in case of default.**— In the event of default committed by a member in the repayment of even a single installment of any loan or advance granted to a member under any provision of this Act by the due date as fixed by the sanctioning authority, the concerned member shall be liable to pay penal interest at such rate as may be prescribed, on the entire amount of the loan or advance sanctioned, from the date of drawal of such loan or advance till the repayment of the full amount of such loan or advance.

**8. Creation of fund for unrecoverable advances.**— There shall be created a fund under the authority of the Speaker to which shall be credited by every member who has availed of an advance under section 5 or section 6 of this Act, an amount of Rs. 200/- per annum for every lakh of rupees of advance granted under the said sections, and the

<sup>4</sup> Substituted in place of words "Rs. 12 lakhs" by the Amendment Act 23 of 2009.

<sup>5</sup> Substituted in place of words "period of ten years" by the Amendment Act 23 of 2009.

<sup>6</sup> Inserted by the Amendment Act 23 of 2009.

amount in such fund shall be used towards meeting the unrecoverable advances under any of the provisions of this Act as and when such situation arises, in the manner prescribed. However, the amount credited to such fund shall not be considered as repayment towards the principal or interest of any advance or loan availed of by a member under this Act.

**9. Constituency allowances.**— Notwithstanding anything contained in any other law for the time being in force, there shall be paid to each member a constituency allowance at the rate of <sup>7</sup>[fifty five thousand rupees] per every calendar month or a part thereof, during the term of the Assembly.

**10.** <sup>8</sup>[Omitted]

**11. Pension.**— (1) Subject to the other provisions of this Act, with effect from the 1st day of July, 2004, there shall be paid to every person who has been a member, a pension of <sup>9</sup>[rupees eight thousand] per mensem for the first year and <sup>10</sup>[<sup>11</sup>{one thousand and two hundred fifty rupees}] per month for every successive year of his membership in the Assembly subject to a maximum of <sup>12</sup>{rupees fifty thousand}] per month and while reckoning the period of one year, days exceeding 180 days in a calendar year shall be counted as one year:

<sup>13</sup>[Provided that the members of the First Legislative Assembly, the members nominated to the Second Legislative Assembly and the members of the Sixth Legislative Assembly elected from the constituencies of Daman and Diu, of the then Union Territory of Goa, Daman and Diu, and who have served as such members for a period which falls short of five years, shall be deemed to have completed a term of five years and be paid pension accordingly:

Provided further that pension shall also be paid to the members nominated to the Sixth Legislative Assembly:

Provided also that the said members of the Sixth Legislative Assembly elected from the constituencies of Daman and Diu shall not draw the pension as long as they serve as Councillors of the Union Territory of Daman and Diu.]

<sup>14</sup>[Provided also that] after the death of the person as aforesaid, the pension shall be payable to his widow or her widower, as the case may be, as long as she or he does not remarry and after the death of the widow or widower, as the case may be, the pension

<sup>7</sup> Original entry “eight thousand rupees per every” was substituted by the Amendment Act 7 of 2008 (which came into force w.e.f. 5-5-2008) with the words “twenty six thousand” which was further substituted with present entry by the Amendment Act 23 of 2009 which came into force w.e.f. 1-4-2009.

<sup>8</sup> Omitted by the Amendment Act 7 of 2008 which came into force w.e.f. 5-5-2008 i.e. the day Governor assented to the Act.

<sup>9</sup> Substituted in place of words “Rs. five thousand” by the Amendment Act 23 of 2009.

<sup>10</sup> Substituted by the Amendment Act 3 of 2006 in place of words “five hundred rupees per month for every successive years of his membership in the Assembly subject to a maximum of Rupees fifteen thousand per month” and this provisions came into force w.e.f. 15-3-2006 i.e. the Act assented by the Governor of Goa.

<sup>11</sup> Substituted by the Amendment Act 23 of 2009.

<sup>12</sup> Substituted by the Amendment Act 23 of 2009.

<sup>13</sup> Inserted by the Amendment Act 3 of 2006 these provisions came into force w.e.f. 1-7-2004.

<sup>14</sup> Substituted by the Amendment Act 3 of 2006 these provisions came into force w.e.f. 1-7-2004.

shall be payable to the <sup>15</sup>[dependent family members of the person as aforesaid till they attain the age of 25 years ] and to unmarried dependent daughter till she gets married or till her death, whichever is earlier, and such pension shall be payable subject to the provisions in, the succeeding sub-sections of this section and the other provisions of this Act.

(2) The pension payable to a person under sub-section (1) in case there be any outstanding amount or loan or any facilities availed under this Act, it shall be first adjusted towards repayment of such outstanding amount or loan or any facility availed of, including interest payable thereon, till such entire outstanding amount or loan or facility is cleared.

(3) Where any person entitled to pension under sub-section (1)—

(i) is elected to the office of the President or Vice-President or is appointed to the office of the Governor of any State or the Administrator of any Union Territory; or

(ii) becomes a member of the Council of States or the House of the People or any Legislative Assembly of a State or Union Territory or any Legislative Council of a State; or

(iii) is employed on a salary under the Central Government, or any State Government or any Corporation owned or controlled by the Central Government or by any State Government or any local authority or becomes otherwise entitled to any remuneration from such Government, Corporation or local authority, such person shall not be entitled to any pension under sub-section (1) for the period during which he continues to hold such office or as such member, or is so employed, or continues to be entitled to such remuneration:

Provided that where the salary payable to such person for holding such office or being such member or so employed or whom the remuneration referred to in clause (iii) payable to such person is, in either case, less than the pension payable to him under sub-section (1), such person shall be entitled only to receive the balance as pension under that sub-section.

(4) Where any person entitled to pension under sub-section (1) is also entitled to any pension from the Central Government or any State Government, or any corporation owned or controlled by the Central Government or any State Government, or any local authority under any law or otherwise, then,

(a) where the amount of pension to which he is entitled under such law or otherwise, is equal to or in excess of that to which he is entitled under sub-section (1), such person shall not be entitled to any pension under that sub-section; and

(b) where the amount of pension to which he is entitled under such law or otherwise, is less than that to which he is entitled under sub-section (1), such person shall be entitled to pension under that sub-section only of an amount which falls short of the amount of pension to which he is otherwise entitled under that sub-section:

---

<sup>15</sup> Substituted by the Amendment Act 7 of 2008 and came into force w.e.f. 27-8-2007.



Provided that any pension (whether known as Swatantra Sainik Samman pension or by any other name) received by such pensioner as a freedom fighter or any pension received by such pensioner as a teacher in an aided educational institution shall not be taken into account for the purpose of this sub-section and such person shall be entitled to receive such pension in addition to the pension to which he is entitled under sub-section (1).

(5) In computing the number of years for the purpose of sub-section (1), the period during which a person has served as a Minister as defined in the Goa Salaries and Allowances of Ministers Act, 1964 (Act 3 of 1965) or as a Speaker or Deputy Speaker as defined in the Goa Salaries and Allowances of the Speaker and Deputy Speaker Act, 1964 (Act 4 of 1965) shall also be taken into account.

**12. Nomination.**— (1) Any person to whom any pension mentioned in section 11 is payable (hereinafter referred to as “the pensioner”), may nominate any other person (hereinafter referred to as the “nominee”) in such manner as may be prescribed, to receive after the death of the pensioner, all moneys payable to the pensioner on account of such pension, at, before or after the date of such nomination and which remains unpaid immediately before the death of the pensioner.

(2) The nominee shall be entitled, subject to there being no outstanding amount of any repayable advance or loan, on the death of the pensioner, to receive, to the exclusion of all other persons, all such moneys which have remained unpaid:

Provided that if the nominee predeceases the pensioner, the nomination shall, so far as it relates to the right conferred upon the said nominee, become void and of no effect:

Provided further that where provision has been duly made in the nomination, in accordance with rules made by the Government conferring upon some other person, the right to receive all such moneys, which have so remained unpaid, in the event of the nominee predeceasing, the pensioner, such right shall, upon the death as aforesaid of the nominee, pass to such other persons.

**13. Accommodation in Government Hostel, etc.**— During his period on duty, a member may be given a single room accommodation in the Government Guest House at Panaji, or any other Government owned Hostel or Hotel on rent at the rate of one rupee per day for lodging only.

**14. Travelling allowance.**— (1) In respect of every journey performed by a member for attending to any official business connected with his duties as a member outside the State, he shall be entitled to travelling allowance from his usual place of residence to such place where the business is to be transacted and for the return journey from such place to his usual place of residence, the amount of such allowance being such as would be admissible in respect of journeys on tour to a Group ‘A’ Officer of the Central Government serving in connection with the administration of the State of Goa and shall also be entitled to an advance of travelling allowance when proceeding on tour outside the State of Goa in connection with his duties as a member on the same terms and conditions as are applicable to the grant of an advance to the Group ‘A’ officer aforesaid in connection with a tour.

(2) Notwithstanding anything contained in sub-section (1), a member who performs a journey by road or by air between places connected by rail, whether wholly or in part, may draw the road mileage in place of the travelling allowance which would have been admissible to him if he had travelled by rail or actual air fare for each journey undertaken, as the case may be:

Provided that the total amount of travelling allowance drawn by such member for the entire journey shall not exceed the amount which would have been admissible to him, had he performed the journey by rail or actual, air fare with respect to journey undertaken, as the case may be.

(3) A member travelling outside the State, either in the capacity of committee member or in any other official capacity, shall be entitled for reimbursement of an amount to the extent of Rs. 2500/- per day in lieu of his/her accommodation/stay during his/her travel as aforesaid.

**15. Petrol/diesel for personal vehicle.**— A member shall be entitled for a maximum of two hundred and fifty litres of petrol/diesel per month, for the use of his personal vehicle, the cost of which shall be borne by the Legislature Secretariat, in the manner prescribed.

**16. Medical treatment, etc. to members.**— (1) A Member and the members of his family shall be entitled, free of charge, to accommodation in hospitals maintained by the Government and also to medical treatment in the manner prescribed under this Act.

(2) The Speaker shall have power to sanction medical bills upto an amount of Rs. 3,00,000/- (Rupees Three lakhs only), and for amounts exceeding Rs. 3,00,000/- (Rupees Three lakhs only), the medical bills shall be referred to a panel consisting of the Chief Minister, the Speaker and the Leader of Opposition, for sanction. The operation of this section shall be in the manner prescribed by rules.

**17. Medical treatment to ex-members.**— Every person who is not a sitting member but has served for any period as a member, and <sup>16</sup>[his immediate dependent family members] shall be entitled, free of charge, to accommodation in hospitals maintained by the Government and also to medical treatment as prescribed and the medical bills shall be submitted to the Speaker or to the panel referred to in sub-section (2) of section 16, as the case may be, for sanction, in the manner prescribed.

**18.** <sup>17</sup>[Omitted]

**19. Personal assistants.**— Subject to the provisions of the rules made in this behalf, a member may appoint not more than four persons possessing such qualifications and on such terms, and conditions as may be prescribed, as his personal assistants and the total remuneration payable to all such personal assistants shall not exceed <sup>18</sup>[Rs. 32,000/- (Rupees Thirty two thousand only)] per month:

<sup>16</sup> Substituted by the Amendment Act 7 of 2008 and come into force w.e.f. 27-08-2007.

<sup>17</sup> Omitted by the Amendment Act 7 of 2008 which come into force w.e.f. 5-5-08 i.e. the day Governor assented to the Act.

<sup>18</sup> Substituted in place of words "Rs. 18,000/- (Rupees eighteen thousand only)" by the Amendment Act 23 of 2009.

Provided that in case a member engages the services of a serving Government employee as his personal assistant then the total remuneration of <sup>19</sup>[Rs. 32,000/- (Rupees Thirty two thousand only)] shall be reduced by an amount equivalent to the basic salary drawn by such Government employee at the time of his engagement as personal assistant.

**20. Computer to the members.**— (1) Every member shall be provided with, either a laptop or a desktop computer, as per the choice of the member concerned, with an approved pre-loaded software, a printer and U.P.S. alongwith necessary connecting cables, for installation at a place identified by the member, and the total cost whereof, which shall be borne by the Legislature Secretariat, shall not exceed Rs. 1,25,000/- (Rupees One lakh twenty five thousand only).

(2) The member, however, shall bear the cost of all consumables and the cost of repairs, etc. to the hardware, as well as the cost incurred on further updating the pre-loaded software.

(3) After expiry of a period of three years from the date of supply of the computer under sub-section (1), the member shall have the option to purchase the computer provided to him under sub-section (1) after paying the depreciated cost of the computer.

(4) The Legislative Assembly Secretariat shall be responsible for purchase of hardware, software and other connected equipments for distribution to members as aforesaid and the Speaker shall frame the necessary rules for giving effect to the provisions contained in this section.

<sup>20</sup>[**20A. Computer to the ex-members.**—Every person who is not a sitting member but has served for any period as a member shall, once during his lifetime, be provided with, either a laptop or a desktop computer, as per the choice of the ex-member concerned, and the total cost whereof which shall be borne by the Legislature Secretariat shall not exceed Rs. 50,000/- (Rupees Fifty thousand only).]

**21.** <sup>21</sup>[**Omitted**]

**22. Allowances during short intervals between the termination of one session and the commencement of another session, etc.**— Where the interval between the adjournment of the Assembly or, as the case may be, one sitting of a committee and the re-assembly of that Assembly or the next sitting of the committee at the same place does not exceed three days and the member concerned elects to remain at such place during the interval, he shall be entitled to draw for each day on duty at such place a daily allowance at the rate specified in section 3:

Provided that if the member leaves such place during the interval, absence from the place shall be treated as absence during a session of the Assembly or a sitting of the committee, as the case may be, and the provisions of section 3 shall apply accordingly.

<sup>19</sup>Substituted in place of words “Rs. 18,000/- (Rupees eighteen thousand only)” by the Amendment Act 23 of 2009.

<sup>20</sup>Inserted by the Amendment Act 7 of 2008 which came into force w.e.f. 5-5-08 i.e. the day Governor assented to the Act.

<sup>21</sup>Omitted by the Amendment Act 7 of 2008 which came into force w.e.f. 5-5-08 i.e. the day Governor assented to the Act.

**23. Certain sections not to apply to Chief Minister, Minister, etc.**— The provisions of sections 3, 13, 14, <sup>22</sup>[19 and 22] of this Act shall not be applicable to a member who is appointed as the Chief Minister, a Minister, a Minister of State, a Deputy Minister, or elected as the Speaker or Deputy Speaker.

**24. Power of the Speaker in certain cases.**— Separate accounts shall be created for implementation of the provisions of sections 5, 6 and 16 of this Act and the Speaker shall lay down guidelines and procedure for their operation.

**25. Procedure.**— The procedural provisions of the Schedule to this Act shall apply in respect of all claims for salary and allowances.

**26. Power to make rules.**— The Government or the Speaker as the case may be, may by notification in the Official Gazette, make rules for carrying out the purposes of this Act.

**27. Repeal and saving.**— (1) The Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 1964 (Act 2 of 1965) is hereby repealed.

(2) Notwithstanding such repeal,—

(a) anything done or any action taken or purported to have been done or taken including any rule, notification, scheme, order or notice made or issued or any appointment, confirmation or declaration made or any licence, permission, authorization or exemption or loan or advance granted or any document or instrument executed or any direction given under the repealed Act shall be deemed to have been done or taken under the corresponding provisions of this Act;

(b) all rules or any schemes framed under the repealed Act shall, to the extent permissible and expedient, continue to be in force till the necessary rules or schemes, as the case may be, are framed under the provisions of this Act.

---

<sup>22</sup>Substituted by the Amendment Act 7 of 2008 which came into force w.e.f. 5-5-08 i.e. the day Governor assented to the Act.

SCHEDULE

(See Section 25)

**Procedural provisions.**— (1) Every member shall, as soon as possible after he is elected or nominated, declare his usual place of residence to the Controlling Officer and any subsequent change in the usual place of residence so declared shall be notified to the Controlling Officer in Form ‘A’ appended to this Schedule.

(2) A member who claims any travelling or other allowance under this Act shall support his claim by a certificate in the following form, namely:—

“Certified that no travelling allowance in respect of the journey or daily allowance for the period mentioned in this bill has been or will be claimed from any other official source”.

(3) Where no part of the journey is performed by a conveyance provided at the expense of the Government or a Local Fund, the following certificate shall be furnished, namely:—

“Certified that I have not performed any part of the journey by a conveyance provided at the expenses of the Government or a Local Fund”.

(4) After completing each final return journey on termination of a session of the Assembly or a sitting of a committee or any other business connected with duties as a member, a member shall furnish a certificate in Form ‘B’ appended to this Schedule.

(5) Ordinarily, any non-governmental dues outstanding against a member shall not be recovered from his salaries and allowances but where such dues are on account of certain services rendered to him in the course of his duties as a member, such as, when he is on tour with a committee, and the arrangements for such services have been made by or at the instance of semi-Government institutions or private parties at the request of officers of the Assembly, and where such member, inspite of repeated requests, had failed to make payment of such dues, recovery thereof may be effected from the salary or travelling or daily allowance bills of such member.

—————

FORM ‘A’

I have changed my usual place of residence from ..... to .....  
with effect from ..... due to .....  
(here state the reasons).

I may henceforward be allowed travelling allowances from .....

(Signature).....

(Constituency) .....

(Date) .....

FORM 'B'

Departure and Return Journey Certificate

(The Certificates may kindly be filled in, signed and returned to the Secretary, Legislative Assembly, as soon as possible after the completion of the return journey).

(1) Certified that I performed the return journey under section 14 of the Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004, leaving ..... (place) on the ..... (Date) I arrived at ..... (Place) on the ..... (Date).

(2) Certified that I have not performed any part of journey (other than the railway journey) by a conveyance provided at the expense of the Government or a Local Fund.

(3) Certified that I actually travelled by air from ..... (Place) to ..... (Place) by day/night service.

Payment of the Supplementary bill is required at (station).

Station .....

Dated .....

.....

Member of the Legislative Assembly  
Constituency .....

Secretariat Annexe,  
Panaji-Goa.

L. S. SHETYE,  
Secretary to the Govt. of Goa,  
Law Department (Legal Affairs).

Dated: 1st September, 2004.

GOVERNMENT OF GOA  
**Goa Legislature Secretariat**

—  
**Notification**

LA/C/189/2006

In exercise of the powers conferred by sections 26 read with sections 6 and 7 of the Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004 (Act 20 of 2004), the Speaker hereby makes the following rules, namely:—

**1. Short title and commencement.**— (1) These rules may be called the Goa (Grant of Housing advance to Members of the Legislative Assembly) Rules, 2006.

(2) They shall be deemed to have come into force on the 1st day of July, 2004.

**2. Definitions.**— In these rules, unless the context otherwise requires:—

(a) “Act” means the Goa Salary, Allowance and Pension of Members of the Legislative Assembly Act, 2004 (Act 20 of 2004);

(b) “Accounts Officer” means the Director of Accounts;

(c) “Sanctioning Authority” means the Secretary to the Goa Legislative Assembly/  
/Goa Legislature Secretariat;

(d) “Speaker” means the Speaker of the Goa Legislative Assembly;

(e) Words and expressions used in these rules but not defined shall; have the same meaning respectively assigned to them in the Act.

**3. Application for grant of housing advance.**— (1) An application for grant of housing advance under these rules shall be made in Form-I hereto to the Sanctioning Authority.

(2) The housing advance granted under these rules shall be charged interest at the rate of two percent per annum.

(3) The advance shall be paid by cheque in favour of the Member.

(4) At the time of drawing the housing advance, the Member shall execute an Agreement in Form-II hereto and on completing the construction of house or bungalow or acquisition of a flat, as the case may be, shall execute a mortgage deed in Form-III hereto mortgaging

the house or bungalow or flat, as the case may be, in favour of the Government as security for the housing advance and interest thereon.

(5) When a housing advance is drawn, the Sanctioning Authority shall furnish to the Accounts Officer, a certificate that the Agreement in Form-II hereto has been signed by the Member drawing the housing advance and that it has been found to be in order. The Sanctioning Authority shall ensure that the house or bungalow or flat, as the case may be is constructed or acquired, as the case be within 24 months from the date of receipt of the advance by the Member and shall keep every mortgage deed, after examination for record.

(6) The mortgage deed shall be kept in the safe custody of the Sanctioning Authority. When the advance together with interest thereon and the penal interest, if any, has been fully repaid, the mortgage deed shall be returned to the Member duly cancelled after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and the interest thereon and the penal interest, if any—

(7) The Sanctioning Authority shall require the Member to furnish additional collateral security, where considered necessary. The collateral security may be in the form of assignment of Life Insurance Policies or title deeds of other properties.

**4. Repayment.**— (1) The housing advance granted to a Member under these rules shall be repaid within such period as determined by the Speaker, not exceeding a maximum period of 10 years, by equal monthly installments as fixed by the Speaker.

(2) The recovery of housing advance shall be made by deduction from the salary, allowances and pension admissible to the Member under the Act. The recovery by deduction from the salary and other allowances shall commence from the month following that in which the housing advance is drawn and in order to insure the recovery and accounting thereof, the bills of the Members to whom housing advance has been granted shall be routed through Sanctioning Authority.

(3) If a person ceases to be a Member of the Legislative Assembly for any reason, the amount due towards each monthly installment or towards interest on advance or towards penal interest may be deducted from the pension payable to him or such person may repay such amount by remitting in cash in; any Government Treasury and shall produce Treasury Challan every month for having so remitted the amount unless he repays the entire dues in respect of housing advance in lump sum and produces receipt therefore.

(4) A Member who has repaid the entire principal amount of advance and interest thereon and penal interest if any shall he entitled to have the mortgage deed returned to him duly redeemed.



(5) In the event of death of a Member before the recovery of entire dues towards the housing advance, interest and penal interest if any, the Goa Legislature Secretariat shall be entitled to enforce the mortgage deed and take such other action to effect recovery of the outstanding amount as may be permissible including recovery from pension.

(6) The amount of advance to be recovered by monthly installment shall be fixed in whole rupee except in case of last installment, when the remaining balance including any fraction of rupee shall be recovered.

**5. Terms and conditions for the grant of housing advance.**— (1) The necessary estimate of the house or bungalow to be constructed along with a plan duly approved by the concerned authority namely Village Panchayat or Municipality or Municipal corporation as the case may be and/or planning and Development Authority as the case may be and in case of acquisition of flat a valuation certificate from a Government approved valuer, shall be submitted along with the application.

(2) On production of all documents, the Sanctioning Authority shall process the application and submit the same for the approval of the Speaker.

(3) The occupancy certificate shall be produced by the Member availing housing advance to the Legislature Secretariat for necessary record.

**6. Penal Interest in case of default.**— In the event of default committed by a Member in the repayment of even a single installment of housing advance granted to a Member under these rules by the due date as fixed by the Sanctioning Authority, the concerned Member, shall be liable to pay penal interest at the rate of one percent per annum on the entire amount of the housing advance sanctioned, from the date of draw of housing advance till the repayment of the full amount of such advance.

**7. House/Bungalow/Flat to be insured.**— A Member who has been sanctioned a housing advance under these rules for the purpose of constructing a house/bungalow/acquiring a flat may insure said house/bungalow/flat at his own cost with Life Insurance Corporation of India, for a sum not less than the amount of the advance sanctioned and may keep it so insured against loss or damage by fire, flood and lightning till the advance is fully repaid and deposits the policy of insurance with the Sanctioning Authority.

By order and in the name of the Speaker.

*T. N. Dhruva Kumar*, Secretary to the Goa Legislative Assembly.

FORM - I

[See rule 3(1)]

The Goa (Grant of Housing advance to Members of the Legislative Assembly)  
Rules, 2006

Application for grant of housing Advance:

- (1) Name of Applicant (in block letters):—
- (2) Applicant’s Designation:—
- (3) District, station and permanent address:—
- (4) (i) Salary:—  
(ii) Other Allowances:—
- (5) Estimate of the house or Bungalow or valuation of flat:
- (6) Amount of advance required:—
- (7) Date/Month of expiry of term:—
- (8) Number of installments in which the advance is desired to be repaid:—
- (9) Name and address of the contractor:—
- (10) Such other details as required by the Sanction Authority:—

Certified that the information given above is complete and true.

*Applicant’s signature*

\_\_\_\_\_

FORM - II

[See rule 3(4)]

The Goa (Grant of Housing advance to Members of the Legislative Assembly)  
Rules, 2006

Form of Agreement to be executed before drawing a housing advance.

This Agreement is made at ..... on this .....day of .....  
..... in the year 200 between ..... (hereinafter called the  
“Borrower” which expression shall include his heirs, administrators, executors and legal  
representatives) of the One Part and the Goa Legislature Secretariat (hereinafter called the  
“Sanctioning Authority”) of the Other Part.

Whereas vide application No. .... dated ..... the Borrower has, under the  
provisions of the Goa (Grant of Housing advance to Members of the Legislative Assembly) Rules  
2006 (hereinafter referred to as the “said Rules” which expression shall include any amendments  
thereof for the time being in force), applied to the Sanctioning Authority for grant of a Housing

advance of Rs ..... (Rupees ..... only) For the purpose of:—

- (i) Constructing a house/Bungalow;
- (ii) Acquiring a ready built flat.

And whereas vide Order No. .... dated ....., The Sanctioning Authority has agreed to lend an amount of rupees ..... to the Borrower on the terms and conditions hereinafter contained.

Now, therefore, this Agreement witnesses and the parties hereto hereby agrees as follows:—

(1) In consideration of the sum of Rs ..... (Rupees ..... to be paid by the Sanctioning Authority to the Borrower hereby agrees with the Sanctioning Authority,

(i) to pay the Sanctioning Authority the said amount with interest thereon and penal interest, in any, leviable calculated according to the said Rules by monthly deduction from his salary and other allowances as provided in the said Rules and hereby authorizes the Sanctioning Authority to make the requisite deductions; and

(ii) to, within ..... months from the date of payment of said advance, execute a Mortgage Deed mortgaging the house/bungalow constructed or flat acquired, through the said housing advance, and also to furnish additional collateral security in the form of assignment of Life Insurance Policy or title deeds of other properties in favour of the Sanctioning Authority as security for the amount lent to the Borrower as aforesaid and for interest thereon and penal interest, if any, leviable in the form provided; by the said Rules and it is hereby lastly agreed and declared that if the house/bungalow/flat has not been mortgaged as aforesaid within ..... months from; the date of payment of the said advance or if the Borrower within that period becomes insolvent or ceases to be a Member or defaults in payment of installment or dies, the whole amount of the advance and interest thereon and penal interest, if any, leviable, accrued thereon shall immediately become due and payable;

(iii) to, within ..... months from the date of the receipt of aforesaid advance of Rs. ....(Rupees .....) expend the aforesaid amount in; the construction of house/bungalow or acquisition of flat, as the case may be, and mortgage it to the Sanctioning Authority failing which the Borrower shall refund forthwith to the Sanctioning Authority the entire amount of advance received by him together with; interest thereon unless an extension of time is granted by the Government.

(iv) To complete the construction of house/bungalow or acquisition of flat within..... months of receipt of the aforesaid amount strictly in accordance with the plan and specifications approved by the Sanctioning Authority and on the basis of which the amount of advance is sanctioned finally or within such extended period as may be laid down by the Sanctioning Authority.

(2) If the Borrower fails to complete the construction of the house or bungalow or acquisition of flat as hereinbefore agreed, then the entire amount of advance together with interest accruing thereon shall immediately become due and payable to the Sanctioning Authority.

(3) Without prejudice to any other right of the Sanctioning Authority in that behalf if any amount becomes refundable or payable by the Borrower to the Sanctioning Authority, the Sanctioning Authority will be entitled to recover the same as arrears of land revenue.

(4) The stamp duty payable on these presents shall be borne shall be paid by the .....

In witness whereof the parties to this Agreement have signed the Agreement on the day and place as hereinabove mentioned.

Signed by

Signed by

Shri .....

Shri .....

(Name and designation)  
for and on behalf of the Goa Legislature  
Secretariat in the presence of

(Designation)  
(BORROWER)  
Witnesses:

1

1

2

2

(Signature of Witnesses)

FORM - III

[See rule 3(4)]

This Indenture is made at ..... this ..... day of .....  
two thousand and ..... between, .....son/daughter of .....  
....., residing at .....(hereinafter called “the Mortgagor” which  
expression; shall unless repugnant to the subject or context, include his/her heirs, executors,  
administrators, legal representatives and assigns) of the ONE PART and the GOVERNOR OF  
GOA (hereinafter called “THE MORTGAGEE”) of the OTHER PART.

Whereas vide application No. .... dated ....., the Borrower has,  
under the provisions of the Goa (Grant of Housing advance to Members of the Legislative  
Assembly) Rules, 2006 (hereinafter referred to as the “said Rules” which expression shall include  
any amendments thereof for the time being in force), applied to the Sanctioning Authority for  
grant of a Housing advance of Rs. .... (Rupees .....only) For the  
purpose of:—

(iii) Constructing a house/Bungalow;

(iv) Acquiring a ready built flat.

And whereas vide Order No ..... dated ....., the  
Sanctioning Authority has agreed to lend an amount of rupees ..... to the  
Mortgagor subject to certain terms and conditions;

And WHEREAS the Mortgagor has constructed a house/bungalow/acquired a flat, more particularly described in the Schedule hereto, with the advance sanctioned vide said Order No. .... dated.....

And WHEREAS the mortgagor is the absolute and sole beneficial owner and is seized and possessed of or otherwise well and sufficiently entitled to the land and/or house/bungalow or flat hereditaments and premises hereinafter described in the said Schedule hereunder written and for greater clearness delineated on the plan annexed hereto and thereon shown with the boundaries thereof coloured .....and expressed to be hereby conveyed transferred and assured (hereinafter referred to as “the said mortgaged property”).

AND WHEREAS one of the conditions for the grant of aforesaid advance is that, the Mortgagor should secure the repayment of the said advance and interest thereon and due observance of all the terms and conditions contained in the said Rules by mortgage of the property described in the said Schedule.

NOW THIS INDENTURE WITNESSETH as follows:—

(i) In pursuance of the said Rules and in consideration of the said advance sanctioned/paid by the MORTGAGEE TO THE MORTAGOR pursuant to the provisions contained in the said Rules, the MORTGAGOR DOTH hereby covenant with the MORTGAGEE that the Mortgagor shall always duly observe and perform all the terms and conditions of the said rules and shall repay to the MORTGAGEE the said advance of Rs ..... (rupees ..... only), together with interest thereon at the rate specified in the said Rules, by ..... monthly installments of Rs ..... from the salary and other allowances of the Mortgagor commencing from the month of .....20..... or from the month following the completion of construction of house/bungalow/acquisition of flat, whichever is earlier, till the date of his ceasing to be a Member and the balance then remaining outstanding on his cessation to be a Member together with interest on the amount advanced from the date of the advance to the date of repayment from his pension and the Mortgagor hereby authorizes the Mortgagee to make deductions from his monthly salary and other allowances of the amount of installments and from his pension and other benefits of such of the balances remaining unpaid at the date of; his death or due to his ceasing to be a Member or otherwise failing which the Mortgagee shall be entitled to enforce this security of the mortgage at any time thereafter and recover the balance of; the advance then due together with interest and cost of recovery by sale of the mortgaged property or in such other manner as may be permissible under the law. It will, however, be open to the Mortgagor to repay the amount in a shorter period.

(ii) If the MORTGAGOR shall utilize the advance for a purpose other than that for which the advance is sanctioned or if the MORTGAGOR shall become insolvent or shall cease to be a Member or shall default in payment of installments or if he/she dies before payment of the advance in full, or if the MORTGAGOR shall fail to observe or perform any of the terms, conditions and stipulations specified in the said rules and on his/her part to be observed and performed, then, and in any such cases, the whole of the principal amount of the advance or so much thereof as shall then remain due and unpaid shall become payable forthwith to the MORTGAGEE with interest thereon at the rate specified in the said rules calculated from the date of the payment by the MORTGAGEE of the first installment of the said advance so also penal interest, if any. Notwithstanding anything contained herein, if the Mortgagor utilizes the advance for a purpose other than that for which the advance is sanctioned, it shall be open to the Mortgagee to take such action against the Mortgagor as may; be appropriate under the law in force.

(iii) In further pursuance of the said Rules and for the consideration aforesaid and to Secure repayment of the aforesaid advance and interest thereon as shall at anytime or times hereinafter be due to; the MORTGAGEE under the terms of these presents, the MORTGAGOR doth hereby grant, convey, transfer, assign and assure unto the MORTGAGEE ALL AND SINGULAR the said mortgaged property fully described in the Schedule hereunder written with all rights, easements and appurtenances to the said Mortgaged property or any of them belonging TO HOLD the said Mortgaged property with their appurtenances to the use of the Mortgage absolutely forever free from all encumbrances. SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS AND it is hereby agreed and declared by and between the parties hereto that if the MORTGAGOR shall duly pay to the MORTGAGEE the said principal sum and interest hereby secured in the manner herein provided and also the other moneys (if any) determined to be payable by the MORTGAGOR to the Mortgagee under the terms and conditions of the said Rules, then the MORTGAGEE will at any time thereafter upon the request and at the cost of the MORTGAGOR reconvey, transfer and reassure the said Mortgaged property unto and to the use of the Mortgagor or as he may direct.

(iv) AND IT IS HERE BY EXPRESSLY AGREED AND DECLARED that if there shall be any breach by the MORTGAGOR of the covenants on his/her part herein contained or if the MORTGAGOR shall become insolvent or shall cease to be a Member or if he/she dies before all the dues payable to the Mortgagee under these presents together with interest thereon shall have been fully paid off or if the said advance or any part thereof becomes payable forthwith under these presents or otherwise then and in any of such cases it shall be lawful for the MORTGAGEE without intervention of the Court to sell the said Mortgaged property or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind any contract for sale and to resell without being responsible for any loss which may be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as the MORTGAGEE shall think fit AND IT IS HEREBY DECLARED THAT the receipts of the Mortgagee for the purchase money of the premises sold or any part thereof shall effectually discharged the purchaser or purchasers there from AND IT IS HEREBY declared that the MORTGAGEE shall hold the moneys to arise from any sale in pursuance of the aforesaid power upon TRUST in the first place there out to pay all the expenses incurred on such sale and then to pay moneys in or towards the satisfaction of the moneys for the time being owing on the Security of these presents and the balance, if any, to be paid to the mortgagor.

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

(b) That the Mortgagor shall carry out the construction of the house/bungalow exactly in accordance with the approved plan and specifications on the basis of which the above advance has been sanctioned unless the departure therefrom is permitted by the Mortgagee. The Mortgagor shall certify, when applying for advance under these Rules, that the construction shall be carried out in accordance with the plan and estimates furnished by him to the Mortgagee, and that the amount already drawn out of the sanctioned advance has actually been used on the construction of the; house/bungalow/acquisition of flat. He/She will allow the Mortgagee to carry out, either by himself or through his representative, an inspection to verify the correctness of the aforesaid certificates. If a false certificate is furnished by the Mortgagor, he/she will be liable to pay to the Mortgagee forthwith the entire advance received by him/her together with interest and penal interest, if any.

(c) That the mortgagor shall complete the construction of the house/bungalow/acquisition of flat, within .....months of ..... unless an extension of time is allowed in writing by the Mortgagee. In case of default, the mortgagor shall be liable to repay forthwith the entire amount advanced to him together with interest and penal interest calculated under the said Rules, in one lump sum. The mortgagor shall report to the Mortgagee the date of completion of the house/bungalow/acquisition of flat, and furnish a certificate to the Mortgagee that the full amount of the advance has been utilized for the purpose for which it was sanctioned.

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

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

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

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

(h) That the Mortgagor shall have no right to sell, mortgage, assign, transfer or alienate in any manner whatsoever the house/bungalow constructed or flat acquired, until the entire housing advance granted under the said Rules together with interest thereon and penal interest if any is repaid by the Mortgagor and such mortgage to the Government shall have priority over all other dues.

(i) Notwithstanding anything contained herein, the Mortgagee shall be entitled to recover the balance of the advance with interest remaining unpaid at the time of his death or his ceasing to be a Member from the whole of the pension that may be sanctioned to the Mortgagor.

SCHEDULE ABOVE REFERRED TO

(To be filled in by Mortgagor)

In witness whereof the Mortgagor has hereunto set his hand and Shri .....  
..... (Name and Designation), for and on behalf of the Governor of  
Goa, has hereunto set his hand.

Signed and delivered by

Shri .....

(Mortgagor)

Witness (1)

(2)

ASSEMBLY HALL  
PORVORIM-GOA

Signed, sealed and delivered by

Shri .....  
(name and designation)

For and on behalf of the Governor of Goa.

T. N. DHRUVA KUMAR  
SECRETARY (LEGISLATURE)

To,

All the Members of the Legislative Assembly of the State of Goa including Ministers.



## Goa Legislature Secretariat

### Notification

LA/C/MCA/MLA/352/2006

The Goa (Grant of Motor Car Advance to Members of the Legislative Assembly) Rules, 2006.

In exercise of the powers conferred by Section 26 read with sections 5 and 7 of the Goa Salary, Allowances and Pension of Members of the Legislative Assembly Act, 2004 (Act 20 of 2004), the Speaker hereby makes the following rules, namely:—

**1. Short title and commencement.**— (1) These rules may be called the Goa (Grant of advance to Member of the Legislative Assembly for purchase of new motor car) Rules, 2005.

(2) These rules shall come into force w.e.f. 1-4-2005.

**2. Definitions.**— In these rules, unless the context otherwise requires:—

(a) “Act” means the Goa Salary, Allowances and Pension of Members of the Legislative Act, 2004 (Act 20 of 2004);

(b) “Accounts Officer” means the Director of Accounts;

(c) “Sanctioning Authority” means the Secretary to the Goa Legislative Assembly;

(d) “Section” means section of the Act;

(e) “Speaker” means the Speaker of the Goa Legislative Assembly;

(f) words and expression used in these rules but not defined shall; have the same meaning respectively assigned in the Act.

**3. Application for grant of advance.**— An application for grant of advance under these rules shall be made in Form - I hereto to the Sanctioning Authority.

**4. Amount of advance admissible to Members.**— (1) Subject to other provisions in the Act, a Member may be sanctioned by way of repayable advance, an amount as specified in section 5 of the Act, for purchase of new motor car. A member can avail of the maximum amount of advance as specified in said section 5 of the Act and use of the same in part for the purchase of new motor car and in part for the repayment of outstanding amount of any advance or loan earlier availed of by a member for purchase of motor car, either under the Act or any other law or rules made thereunder.

(2) The advance shall be paid by P.A.O. cheque/Demand draft drawn in favour of the reputed dealer.

**5. Repayment.**— (1) The advance granted to a member under these rules together with interest thereon shall be repaid in such number of equal monthly installments not exceeding one hundred and twenty as the Sanctioning Authority may decide in each case. The Sanctioning Authority may further refix the total number of monthly

installments as may be decided in each case for recovering the balance amount of loan along with interest and penal interest, if any on ceasing to be Member of Assembly. Recovery shall be made by deduction from the salary and other allowances admissible under the Act to the Member. The Sanctioning Authority may, if a Member so desires, permit the recovery to be made in a lesser number of installments. The recovery by deduction from; the salary and other allowances shall commence from the month following that in which the advance is drawn, and in order to ensure the recovery and accounting thereof, the bills of the Members to whom motor car advance have been granted shall be routed through the Sanctioning Authority.

(2) Simple interest at the rate of Two (2) percent per annum shall be charged on the advance granted under these rules. Interest shall be calculated from the date of drawl of advance, on the balance outstanding. The rate fixed at the time of sanction of the advance shall hold good for the entire duration of advance.

(3) If a person ceases to be a Member of the Assembly for any reason, the amount due towards each; monthly installment with interest and penal interest if any, thereon may be deducted from the pension payable to him or such person may repay such; amount remitting in cash in any Government Treasury, and shall produce Treasury challan every month for having so remitted the amount unless he repays the entire dues in lump sum and produces receipt therefore.

(4) A member may be allowed to sell the motor car purchased by advance only for the purpose of repaying the entire amount of advance granted under these rules, with the prior permission of the Sanctioning Authority. Every Member shall, before selling the motor car purchased under these rules, obtain the prior permission of the Sanctioning Authority, except when he, upon ceasing to be a member has repaid the entire principal amount with the interest and penal interest, if any, thereon due towards the advance.

(5) A person who ceases to be a Member and makes default in payment of monthly installments of the principal amount or interest or penal interest shall, on his becoming an insolvent or contravening any of the terms and conditions of the loan, repay at once the whole of the principal amount and the interest therein and penal interest, if any, or the; balance unpaid.

(6) In the event of death of a Member before the recovery of entire dues towards the advance, the Government shall be entitled to enforce the mortgaged and take such other action to effect recovery of the outstanding amount, as may be permissible.

(7) The amount of advance to be recovered by monthly installment shall be fixed in whole rupee except in case of last installment, when the remaining balance including any fraction of rupee shall be recovered.

**6. Negotiations for purchase of motor car—** (1) A Member to whom an advance is sanctioned for the purchase of new motor car shall complete his negotiations for the purchase and shall make final payment for the motor car within one month from the date on which he draws the advance and failing such completion and payment, the full amount of the advance drawn with interest thereon for the month shall be refunded to the Government. The period of one month for completion of negotiation may, however,

be extended by the Sanctioning Authority in any individual case on merits. An advance will not be admissible when a motor car has already been purchased and paid for in full. In a case in which payment has been made in part, the amount of advance will be limited to the balance to be paid as certified by; the member.

(2) At the time of drawing the advance, the Member shall execute an Agreement in Form II and on completing the purchase he shall further execute a mortgage bond in Form III hypothecating the motor car to the Government as security for the advance. The cost price of the motor car shall be entered in the Schedule of specifications attached to the mortgage bond.

(3) The Sanctioning Authority shall require the Member to furnish additional collateral security, wherein considered necessary. The collateral security may be in form of assignment of Life Insurance Policies or title deeds of other properties.

(4) When an advance is drawn, the Sanctioning Authority shall furnish to the Accounts Officer, a certificate that the agreement in Form II has been signed by the Member drawing the advance and that has been found to be in order. The Sanctioning Authority shall ensure that the motor car is purchased within one month from the date on which the advance is drawn or within such period as may have been specifically allowed in any individual case by the Sanctioning Authority for completion of the negotiation under sub-rule (1) and shall submit every mortgage bond, promptly to the Accounts Officer for examination before being finally kept for record.

(5) The Mortgage bond shall be kept in the safe custody of the Sanctioning Authority. When the advance together with the interest and the penal interest, if any thereon has been fully repaid, the bond shall be returned to the Member duly cancelled after obtaining a certificate from the Accounts Officer as to the complete repayment of the advance and the interest and penal interest, if any, thereon.

(6) The motor car purchased with the advance shall be insured against full loss by fire, theft or accident with the General Insurance Corporation of India or any subsidiary company thereto. The insurance policy shall contain a clause by which the Corporation or the Subsidiary Company agrees to pay to the Government instead of the owner any sums payable in respect of loss or damages to the motor car which is not made good by repair, reinstatement or replacement. Such insurance should be effected within one month from the date of purchase.

**7. Penal interest in case of default.**— In the event of default committed by a member in the repayment of even a single installment of advance granted to Member under these rules by the due date as fixed by the Sanctioning Authority, the concerned Member shall be liable to pay a penal interest at the rate of one percent per annum on the entire amount of the advance sanctioned, from the date of drawl of the advance till the repayment of the full amount of such advance.

By order and in the name of Speaker.

*T. N. Dhruva Kumar*, Secretary (Goa Legislative Assembly).

Porvorim, 15th May, 2006.

FORM – I

**The Goa (Grant of Advance to Members of the Legislative Assembly for  
purchase of new motor car) Rules, 2005**

(See rule 3)

**Application for advance to purchase new motor car by Member of the  
Legislative Assembly**

1. Name of Applicant (in block letters).
2. Applicant’s Designation.
3. District and station.
4. (i) Salary.  
(ii) Other Allowances.
5. Anticipated price of motor car.
6. Amount of advance required .
7. Date/Month of expiry of term.
8. Number of installment in which the advance is desired to be repaid.
9. Name and address of the reputed dealer..
10. Are any negotiations or preliminary enquires being made so that delivery of motor car may be taken within one month from the date of the drawl of the advance.
11. (a) Certified that the information given above is complete and true.  
(b) Certified that I have purchased the motor car on account of which I apply for the advance and that I shall complete negotiations for the purchase of motor car and make final payment and take possession of the said motor car before the expiry of one month from the date of drawl of the advance and that I shall insure the motor car with the General Insurance Corporation of India or any Subsidiary Company thereto in accordance with the rules and that I shall; abide by the rules relating to the grant of advance to the Members of the Legislative Assembly for the purchase of new motor car.

\_\_\_\_\_

FORM-II

**The Goa (Grant of advance to Members of the Legislative Assembly  
for purchase of new motor car) Rules, 2005**

[See rule 6 (2)]

**Form of Agreement executed before drawing an advance for  
the purchase of new motor car**

This Agreement is made on this .....day of .....in the year two thousand and ..... between (hereinafter called the “Borrower” which expression shall include his heirs, administrator, executors and legal representatives) of the One Part and the Governor of Goa (hereinafter called the “Government”) of the Other Part.

Whereas the Borrower has under the provisions of the Goa (Grant of Advance to Members of the Legislative for purchase of new motor car) Rules, 2005 (hereinafter referred to as the "said Rules" which expression shall include any amendments thereof) applied to the Sanctioning Authority for an advance of Rs. ....for the purchase of new motor car.

And whereas the Sanctioning Authority has agreed to lend the said amount to the Borrower on the terms and conditions hereinafter contained.

Now, it is hereby agreed between the parties hereto that in consideration of the sum of Rs. ....to be paid by the Government. The Borrower hereby agrees with the Government.

(1) To pay the Government the said amount with interest. And penal interest, if any, leviable calculated according to the said Rules, by monthly deductions from his salary, pension and allowances as provided in the said Rules and hereby authorises the Government to make the requisite deductions; and

(2) to execute a document hypothecating the said motor car and also to furnish additional collateral security in the form of assignment of life insurance policy or title deeds of other properties in favour of the Government as security for the amount lent to the Borrower as aforesaid and interest and penal interest, if any, leviable in the form provided by the said Rules. And it is hereby lastly agreed and declared that if the motor car has not been hypothecated as aforesaid within one month from the date of the payment of the said sum or if the Borrower within that period becomes insolvent or ceases to be the Member or dies, the whole amount of the advance and interest and penal interest, if any, leviable, accrued thereon shall immediately become due and payable.

In witness whereof the Borrower and .....for and on behalf of the Governor of Goa have hereunto set their hands the day and year first before written.

.....

Signed by Shri .....

(Borrower)

Witnesses :

1. ....

2. ....

Signed, sealed and delivered by

.....

for and on behalf of the Governor  
of Goa, in presence of

1. ....

2. ....

(Signature of Witnesses)

## FORM - III

**The Goa (Grant of advance to Members of the Legislative Assembly  
for purchase of new motor car) Rules, 2005**

[See Rule 6 (2)]

**Form of Mortgage Bond for motor car advance**

The Indenture is made on this .....day of .....in the year two thousand and ..... BETWEEN (hereinafter called the "Borrower" which expression shall include his heirs, administrator, executors and legal representatives) of the One Part and the Governor of Goa (hereinafter called the "Government") of the Other Part.

Whereas the Borrower has applied for and has been granted advance of Rs. ....to purchase a new motor car under the provisions of the Goa (Grant of advance to Members of the Legislative Assembly for purchase of new motor car) Rules, 2005 (hereinafter referred to as the "said Rules" which expression shall include any amendments thereto).

And whereas one of the conditions upon which the said advance has been granted to the Borrower is that the Borrower shall hypothecate the motor car and also furnish additional collateral security in the form of assignment of Life Insurance Policy or title deeds of other properties in favour of the Government as security for the; amount lent to the Borrower.

And Whereas the Borrower has sanctioned an amount of Rs. ....(rupees .....) as advance for purchase of new motor car.

And Whereas the Borrower has purchased with the amount so advanced as aforesaid the new motor car the particulars whereof are set out in the Schedule I hereunder written (hereinafter called the "said motor car").

Now, Therefore, this Indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid, the Borrower does hereby covenant to pay to the Government the sum of Rs. ....aforesaid by equal payment of Rs. ....each on; the first day of every; month and will pay; interest on the sum for the time being remaining due and owing calculated according to the said Rules and penal interest, if any and the Borrower doth agree that such payments may be recovered by monthly deductions from his salary, pension and allowances in the manner provide by the said Rules, and the Borrower doth hereby assign and transfer unto the Government the said motor car and also the Life Insurance Policy bearing No. ....for Rs. .... (Rupees .....) due for maturity on .....(hereinafter called the "said Life Insurance Policy") or the title deed of the property described in Schedule II hereto (hereinafter called the "said Property") by way of security for the said advance and the interest thereon and penal interest if any, as required by the said Rules.

And the Borrower doth hereby agree and declare that he has paid in full the purchase price of the said motor car and that the same is his absolute property and that he has not pledged, and so long as any money remains payable to the Government in respect of the said advance, shall not sell, pledge or part with the said motor car PROVIDED ALWAYS and it is hereby agreed and declared that if any of the said installment of principal or interest and penal interest, if any shall not be paid or recovered in manner aforesaid within ten days after the same are due or if the Borrower shall die or at any time ceases to be a Member of the Legislative Assembly or if the Borrower shall sell or pledge or part with the said motor car or become insolvent or make any composition or arrangement with his creditors or if any person shall take proceedings in execution of any decree or Judgement against the Borrower the whole of

the said principal; sum which shall; then be remaining due and unpaid together with the interest and penal interest if any, thereon calculated as aforesaid shall forthwith become payable. AND IT IS HEREBY AGREED AND DECLARED that the Government may, on the happening of any of the events hereinbefore mentioned seize and take possession of the said motor car and the said Life Insurance Policy or the said property and—

(i) realise the amount from the said Life Insurance Policy; or

- i. sell by public auction or private contract without the intervention of the court and said motor car and the said property and may from the amount realized out of the assigned Life Insurance Policy, or out of the sale money of the said motor car and the said property, as the case may be, retain the balance of the said advance then remaining unpaid and any interest and penal interest, if any due thereon calculated as aforesaid and all costs, charge, expenses and payments properly incurred, or made in maintaining, defending or realizing Government's rights hereunder and shall pay over the surplus, if any to the Borrower, his executors, administrators or legal representatives, PROVIDED FURTHER that the aforesaid power of taking possession or selling of the said motor car and the said property and realization of the amount from the said Life Insurance Policy shall not prejudice the right of the Government to sue the Borrower or his legal representatives for the said balance remaining due and interest and penal interest if any, or and the case of the said motor car and the said property being sold or the amount of the said Life Insurance Policy being realized, the Borrower shall pay the amount by which the net sale proceeds in amount of Life Insurance Policy fall short of the amount owing AND the Borrower hereby further agrees that so long as any moneys are remaining due and owing to the Government, he the Borrower will insure and kept insured the said motor car against loss or damage by fire, theft or accident with the General Insurance Corporation of India or any subsidiary company thereto and will produce evidence to the satisfaction of the Government and that the said Corporation or the Company with whom the said motor car is insured have received notice that the Government is interested in the policy AND hereby further agrees that he will not permit or suffer the said motor car to be destroyed or injured or to deteriorate in a greater than it would deteriorate by reasonable wear and tear thereof AND further that in the event of any damage or accident happening to the said motor car, the Borrower will forthwith have the same repaired and made good.

#### SCHEDULE I

Description of Motor Car

Maker's name

Description

No. of Cylinders

Engine Number

Chassis Number

Cost price

**SCHEDULE II**

(Description of property)

In witness whereof the parties hereto have hereunto set their respective hands on the day and year first above written.

Signed, sealed and  
delivered by

Signed and  
delivered by

Shri .....

Shri .....

.....  
For and on behalf of Governor of Goa

.....  
Borrower

Witnesses :

Witnesses :

(1) .....

(1) .....

(2) .....

(2) .....