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.

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

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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 an 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.

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(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.

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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:—

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(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

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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) (Designation)

for and on behalf of the Goa Legislature (BORROWER)

Secretariat in the presence of 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. .....

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(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 behereby 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 MORTAGEE 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

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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.

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(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. Incase 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 sanction.

(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 by 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

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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 Mortgager.

SCHEDULE ABOVE REFERRED TO

(To be filled in by Mortgagor)

In witness whereof the Mortgagor has hereunto set his hand and Shr.....

.....(Name and Designation), for and on behalf of the Governor of Goa, has hereunto set his hand.

Signed and delivered by
Shri .....

(Mortgagor)

Signed, sealed and delivered by
Shri .....

(name and designation)

For and on behalf of the Governor of Goa.

Witness (1) (2)

ASSEMBLY HALL T. N.

DHRUVA KUMAR PORVORIM-GOA SECRETARY
(LEGISLATURE)

To,

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