

# **The Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a Like Vehicle Advance Rules, 1986**

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## **The Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a Like Vehicle Advance Rules, 1986**

### **Rule**

### **THE-ORISSA-LEGISLATIVE-ASSEMBLY-MEMBERS-JEEP-MOTOR-CY of 1986**

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The Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a Like Vehicle Advance Rules, 1986 Published vide Notification Orissa Gazette Extraordinary No. 650/29.5.1986 Notification No. 7877-Gen., dated 9th May, 1986. - In exercise of the powers conferred by Sub-section (2) of Section 4-AA read with Sub-section (1) of Section 7 of the Orissa Legislative Assembly Members' Salary, Allowances and Pension Act, 1954 (Orissa Act 19 of 1954), the State Government hereby make the following rules, namely :

#### **1. Short title.**

(1) These rules may be called the Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a like Vehicle Advance Rules, 1986. (2) Commencement - They shall come into force on the date of their publication in the Official Gazette.

#### **2. Definitions.**

- In these rules, unless the context otherwise requires-(a)"Act" means the Orissa Legislative Assembly Members' Salary, Allowances and Pension Act, 1954;(b)"advance" means an advance sanctioned to a member for the purposes under Section 4-AA of the Act;(c)"Assembly" means the Orissa Legislative Assembly;(d)"Form" means a Form appended to these rules;(e)"Sanctioning Authority" means the Secretary of the Orissa Legislative Assembly Secretariat;(f)"Secretariat" means

the Secretariat of the Orissa Legislative Assembly;(g)"Treasury" includes Sub-Treasury and Special Treasury;(h)words and expressions used but not defined herein shall have the same meanings respectively assigned to them in the Act.

### **3. Advance when admissible.**

- A member may, subject to the terms and conditions hereinafter specified be sanctioned with an advance for purchase of a jeep, motor cycle, scooter or a like vehicle so as to enable him to discharge his duties conveniently and efficiently.

### **4. Maximum amount of advance.**

- The advance which may be sanctioned to a member for purchase of a jeep, motor cycle, scooter or a like vehicle shall not exceed rupees one lakh only or the actual price of the vehicle to be purchased whichever is less.

### **5. Repayment of advance.**

(1)Recovery of the advance sanctioned under these rules together with the interest thereon shall be made from the salary of the member concerned. The principal amount of the advance together with interest accrued thereon shall be recovered in not more than sixty consecutive monthly instalments and within the tenure of office of the member, the first of which shall be deducted from the salary of the month in which the advance is drawn. The State Government may, however, permit recovery to be made in a lesser number of instalments if the member receiving the advance so desires. The advance shall bear interest at the same rate as in the case of advances for the purchase of conveyances made to Government servants. The amount of interest calculated shall be recovered in one or more instalments each such instalment being not more in number than the instalment by which the principal was recovered. The recovery of interest shall commence from the month following that in which the whole of the principal has been recovered.Explanation - (1) The amount to be recovered monthly shall be fixed in whole rupees, except in the case of the last instalment.(2)In case of a member to whom advance has been paid ceases to hold the office before the advance is fully recovered the entire balance then outstanding together with the interest thereon shall become forthwith be payable to the State Government in a lump.

### **6. Sale of jeep, motor cycle, scooter or a like vehicle.**

(1)No jeep, motor cycle, scooter or a like vehicle for the purchase of which an advance has been sanctioned under these rules, shall, at any time before the recovery of the advance together with the interest due thereon, be sold by the member without the previous sanction of the Governor.(2)If the jeep, motor cycle, scooter or a like vehicle is so sold before the advance together with the interest thereon has been fully recovered, the sale proceeds shall be applied, so far as may be necessary towards the repayment of the outstanding balance :Provided that when the jeep, motor cycle, scooter or a like vehicle is sold only for the purpose of purchasing another such vehicle, the

Governor may permit the member to apply the sale proceeds towards such purchase, subject to the following conditions, namely : (a) the amount outstanding shall not exceed the cost of the vehicle to be purchased; (b) the amount outstanding shall continue to be recovered at the rate previously fixed; and (c) the vehicle so purchased shall be insured and mortgaged in favour of the Government. (3) In case if the member who has received the advance desires to sell the jeep, motor cycle, scooter or a like vehicle to another member, he may be permitted to do so by the Governor provided the purchasing member gives a declaration in writing to the effect that he shall be bound by the terms and conditions of the mortgage bond executed in favour of the Government in respect of the jeep, motor cycle, scooter or a like vehicle and agrees to execute a fresh agreement and mortgage bond prescribed under Rule 8.

## **7. Period within which negotiation for purchase of jeep, motor cycle, scooter or a like vehicle may be completed.**

- A member who draws an advance shall complete negotiation for the purchase of a jeep, motor cycle, scooter or a like vehicle and make final payment for such purchase within one month from the date of which he draws the advance, failing which the full amount of the advance drawn, with interest thereon for one month, shall be refunded to the Government.

## **8. Execution of agreement.**

(1) At the time of drawing the advance, the member shall execute an agreement in Form I and on completing the purchase he shall further execute a mortgage bond in Form II hypothecating the jeep, motor cycle, scooter or a like vehicle to the Governor of Orissa as security for the advance. (2) The agreement executed by the member shall be presented at the Treasury along with the bill for drawing the advance, The Treasury Officer shall scrutinise the agreement before payment is made and after the payment is made shall transmit the same to the Secretary, Orissa Legislative Assembly. The Treasury Officer shall also record on the bill a certificate to the following effect: "Certified that the requisite agreement has been executed in the proper form and presented before me with the bill and I have transmitted the same to the Secretary, Orissa Legislative Assembly." (3) The Treasury Officer shall intimate the date on which the advance was drawn, to the Secretary, Orissa Legislative Assembly. The sanctioning authority shall then furnish to the Accountant-General, Orissa, a certificate that the agreement in Form I has been signed by the member drawing the advance and that it has been examined and found to be in order. (4) The mortgage bond in Form II shall be executed within one month from the date of drawal of the advance and submitted to the Secretary, Orissa Legislative Assembly for transmission to the Accountant-General, Orissa, who after necessary check shall send it to the Inspector-General of Registration, Orissa for safe custody, when the advance has been fully repaid, the mortgage bond shall be duly cancelled and returned to the member concerned, after obtaining a certificate from the Accountant-General, Orissa, as to the complete repayment of the advance and the interest accrued thereon. (5) The order sanctioning an advance shall remain valid for only six months from the date of issue.

## **9. Insurance of jeep, motor cycle, scooter or a like vehicle.**

(1)The jeep, motor cycle, scooter or a like vehicle purchased with the advance shall be fully insured against loss by fire, theft, or accident. Insurance policies at reduced rate of premium shall, however, be accepted as adequate in cases where-(a)the owner of the jeep, motor cycle, scooter or a like vehicle undertakes to meet the first Rs. 100 or so of a claim preferred against an Insurance Company in the event of an accident; or(b)the jeep, motor cycle, scooter or a like vehicle is not insured against accident for any reason of the year during which it is not in use but is stored in a garage.(2)Such insurance shall be effected within one month from the date of purchase of the jeep, motor cycle, scooter or a like vehicle.(3)A clause as in Form III shall be inserted in all policies of insurance in respect of the jeep.(4)A clause as in Form III shall be inserted in all policies of insurance in respect of the Jeep, motor cycle, scooter or a like vehicle purchased by the member with the help of advance taken from Government under these rules. The member taking advance for purchase of jeep, motor cycle, scooter or a like vehicle shall disclose to the insurer the fact of the vehicle having been purchased with the help of such advance and also have the aforesaid clause inserted in the policy of insurance of the said vehicle. The jeep, motor cycle, scooter or a like vehicle shall in no case be insured with an insurance company if it does not agree to include the clause in the policy.(5)On receipt of the certificate prescribed in Rule 8 the Accountant-General, Orissa, shall obtain from the member drawing the advance a letter in Form IV to the Motor Insurance Company with whom the jeep, motor cycle, scooter or like vehicle is insured to notify to them the fact that the Government are interested in the insurance policy secured. He shall himself forward this letter to the company and obtain, their acknowledgement. In the case of insurances effected on annual basis, the process prescribed above shall be repeated every year until the advance has been fully repaid.(6)If the jeep, motor cycle, scooter or a like vehicle purchased has not been insured within the prescribed period or has not been reinsured before the expiry of the period of policy, the Accountant-General, Orissa, shall call upon the member either to refund the outstanding balance at once or to produce evidence of insurance or reinsurance, as the case may be, within 10 days of receipt of the notice served in that behalf by the Accountant-General, Orissa. The amount for which the jeep, motor cycle, scooter or a like vehicle is insured during any period shall not be less than balance of the advance together with the interest outstanding at the beginning of that period and the insurance shall be renewed from time to time until the amount due is completely repaid. If, at any time and for any reason, the amount insured under a current policy is less than the outstanding balance of the advance together with the interest the member shall refund the difference to Government. The amount to be refunded shall be recovered in not more than 3 monthly instalments.

## **10. Repeal and saving.**

(1)All rules and orders in force immediately before the commencement of these rules in so far as they relate to matters provided for in these rules are hereby repealed.(2)Notwithstanding such repeal claims in respect of advance granted prior to the commencement of these rules shall be disposed of under these rules. Form I[See Rule 8]Form of agreement to be executed before drawing an advance for the purchase of jeep, motor cycle, scooter or a like vehicleAn agreement made on.....day of.....Two thousand and..... between Shri.....(hereinafter called the Borrower which expression shall include his heirs, administrators, executors and legal

representative) of the one part and the Governor of Orissa (hereinafter called the Governor which expression shall include his successors and assignees) of the other part; Whereas the Borrower has under the provisions of the Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a Like Vehicle Advance Rules, 1986 (hereinafter referred to as the said rules which expression shall include any amendment thereof for the time being in force) applied to the Governor for a loan of Rs for the purchase of jeep, motor cycle, scooter or a like vehicle; And whereas the Governor 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 rupees.....to be paid by the Governor to the Borrower, the Borrower hereby agrees with the Governor-(1) to pay to the Governor the said amount with interest calculated according to the said rules by monthly deductions from his salary as provided for in the said rules and hereby authorise the Governor to make such deductions; and (2) within one month from the date of payment of the said sum to expend the full amount of the said loan in the purchase of a jeep, motor cycle, scooter or a like vehicle or if the actual price paid is less than the loan to repay the difference to the Governor forthwith; and (3) to execute a document hypothecating the said jeep, motor cycle, scooter or a like vehicle to the Governor as security for the amount to be lent to the Borrower as aforesaid and interest in the form provided by the said rules; And it is hereby lastly agreed and declared that if the jeep, motor cycle, scooter or a like vehicle has not been purchased and hypothecated as aforesaid within one month from the date of payment of the said sum or if the Borrower within that period becomes insolvent or ceases to hold the office or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable and that in any case the advance including the interest due thereon under these presents shall be recoverable as a public demand. In witness whereof the Mortgagor/Borrower has hereunto set his hand and Shri.....Treasury Officer/Sub-Treasury Officer, Government of Orissa, for and on behalf of the Governor of Orissa has hereunto set his hand on the dates specified under their respective signatures.

Signature and designation of the Borrower

In the presence of -

Witnesses and  
address-

- 1.
- 2.

Signature and designation of the Officer acting in the Premises for and on behalf of the Governor

In the presence of -

Witnesses and  
address-

- 1.
- 2.

Form II[See Rule 8]Form of mortgage bond for jeep, motor cycle, scooter or a like vehicle advanceThis indenture made this..... day of..... two thousand..... between Shri..... (hereinafter called 'the borrower') of the one part and the Governor of Orissa of the other part; Whereas the Borrower has applied for and has been granted an advance of rupees.....to purchase a jeep, motor cycle, scooter or a like vehicle on the terms of the Orissa Legislative Assembly Members' Jeep, Motor Cycle, Scooter or a Like Vehicle Advance Rules, 1986 (hereinafter

referred to as "the said rules" which expression shall include any amendment thereof or addition thereto for the time being in force);And whereas one of the conditions upon which the said advance has been/was granted to the Borrower is/was that the Borrower will/ would hypothecate the said jeep, motor cycle, scooter or a like vehicle to the Governor of Orissa as security for the amount lent to the Borrower;And whereas the Borrower has purchased with or partly with the amount so advanced as aforesaid the jeep, motor cycle, scooter or a like vehicle particulars whereof are set out in the Schedule hereunder written;Now this Indenture witnesseth that in pursuance of the said agreement and for the consideration aforesaid the Borrower doth hereby covenant to pay to the Governor of Orissa the sum of Rs..... aforesaid or the balance thereof remaining unpaid at the date of these presents by equal instalments of Rs.....each on the first day of every month and will pay interest on the sum for the time being remaining due to and owing calculated according to the said rules and the Borrower doth agree that such payment may be recovered by monthly deductions from his salary in the manner provided by the said rules and in further pursuance of the said agreement the Borrower doth hereby assign and transfer on to the Governor of Orissa the jeep, motor cycle, scooter or a like vehicle the particulars whereof are set out in the Scheduled hereunto written by way of security for the said advance and the interest thereon 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 jeep, motor cycle, scooter or a like vehicle and that the same is his absolute property and that he has not pledged and so long as any money remain payable to the Governor of Orissa in respect of the said advance will not sell, pledge or part with the property in or possession of the said jeep, motor cycle, scooter or a like vehicle ;Provided always and it is hereby agreed and declared that if any of the said instalments of principal or interest 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 in office of Member of Orissa Legislative Assembly or if the Borrower shall sell or pledge or part with the property in or possession of the said jeep, motor cycle, scooter or a like vehicle 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 interest thereon calculated as aforesaid shall forthwith become payable and it is hereby agreed and declared that the Governor of Orissa may on the happening of any of the events hereinbefore mentioned seize and take possession of the said jeep, motor cycle, scooter or a like vehicle and either remain in possession thereof without removing the same or else may remove and sell the said jeep, motor cycle, scooter or a like vehicle either by public auction or private contract and may out of the sale proceeds retain the balance of the said advance then remaining unpaid and any interest due thereon calculated aforesaid and all costs, charges, expenses and payment properly incurred or made in maintaining, defending or realising his rights hereunder and shall pay over the surplus, if, any, to the Borrower, his executors, administrators or personal representatives :Provided further that the aforesaid power of taking possession or selling of the said jeep/motor cycle/scooter or a like vehicle shall not prejudice the right of the Governor of Orissa to sue the Borrower or his personal representatives for the said balance remaining due and interest or in the case of the jeep/motor cycle/scooter or a like vehicle being sold the amount by which the net sale proceeds 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 Governor of Orissa he, the Borrower, will insure and keep insured the said jeep/motor cycle/scooter or a like vehicle against loss or damage by fire, theft or accident with an

Insurance Company to be approved by the Accountant-General concerned and will produce evidence to the satisfaction of the Accountant-General that the Motor Insurance Company with whom the said jeep/motor cycle/scooter or a like vehicle is insured have received notice that the Governor of Orissa is interested in the policy; And the Borrower hereby further agrees that he will not permit or suffer the said jeep/motor cycle/scooter or a like vehicle to be destroyed or injured or to deteriorate in a greater degree 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 jeep/motor cycle/scooter or a like vehicle the Borrower will forthwith have the same repair and made good. In witness whereof the said (Borrower) hath hereunto set his hand the day and the year first above written. The Schedule Description of jeep, motor cycle, scooter or a like vehicle : Maker's name.....Description.....No. of Cylinders.....Engine number.....Chassis number.....Cost price.....Registration No.....Name of the Insurance Company and Policy No.....In the presence of witnesses-

1.

2.

Signature of the Borrower Application form for advances for the purchase of jeep, motor cycle, scooter or a like vehicle

**1. Name, designation and present official address of the applicant.....**

**2. Present monthly basic pay drawn by the applicant.....**

**3. Amount of net monthly pay after all deductions are effected.....**

**4. Date of birth.....**

**5. Date of expiry of the office.....**

**6. Anticipated price of the jeep, motor cycle, scooter or a like vehicle.**

**7. Whether the intention is to purchase a new jeep, motor cycle, scooter or a like vehicle (If so, the allotment order or negotiation document from a regular/reputed dealer or agent of the vehicle, as the case may be, to be furnished).....**

**8. If the intention is to purchase a second hand jeep, motor cycle, scooter or a like vehicle from private individual (The negotiation letter regarding the deal should be furnished).....**

**9. Amount of advance required.....**

**10. The number of monthly consecutive instalments in which the advance is desired to be repaid.....**

**11. Whether advance for similar purpose was availed previously and if so whether for jeep, motor cycle, scooter or a like vehicle.....**

(b) amount and date of drawal of the advance.....(c) whether the principal alongwith the interest has already been paid in full (if so no claim certificate from A.G., Orissa should be furnished) '.....(d) if not, amount of principal/interest outstanding.....(e) sale proceed/anticipated sale proceed of the previous jeep/ motor cycle/scooter or a like vehicle which is intended to be replaced.....

**12. The treasury/sub-treasury from which the advance is to be drawn in case the applicant is not Drawing Officer, the designation of the concerned Drawing Officer should be given.....**

**13. Certified that I have not taken delivery of the jeep, motor cycle, scooter or a like vehicle on account of which I apply for the advance that I shall complete negotiations for the purchase, pay finally and take delivery of jeep, motor cycle, scooter or a like vehicle before expiry of one month from the date of drawal of the advance and that I shall insure it from the date of taking delivery of it.....**

\*\* . Certified that I have not defaulted either in repayment of principal or payment of interest in respect of any loan availed by me from any source of State Government.....\*\*\*. I undertake to intimate any change of designation/Station/ Treasury Sub-Treasury, Drawing Officer, etc. during the pendency, of the application for disposal.....\*\*\*\*. I undertake to intimate the amount drawn and the date of drawal within three days thereof.....Signature of the applicantDate.....Form III[See Rule 9 (3)]Form of the clause to be inserted in jeep/motor cycle/scooter or a like vehicle insurance policies

**1. It is hereby declared and agreed that Shri .....the owner of the jeep/motor cycle/scooter or a like vehicle (hereinafter referred to as the insured in the Schedule to this policy) has hypothecated the car to the Governor of Orissa as security for advances for the purchase of the jeep/motor cycle/scooter or a like vehicle and it is further declared and agreed that the said Governor is interested in any moneys which but for this endorsement be payable to the said Shri.....(the insured under this**



**policy) in respect of the loss or damage to said jeep/motor cycle/scooter or a like vehicle (which loss or damage is not made good by repairs, reinstatement or replacement) and such moneys shall be paid to the Secretary, O.L.A. as long as they are mortgagee of the jeep/motor cycle/scooter or a like vehicle and a receipt passed by a duly authorised officer of the Government of Orissa shall be a valid discharge to the company in respect of such moneys.**

**2. Save as by this endorsement expressly agreed nothing herein shall modify or affect the rights or liabilities of the insured or the company respectively under or in connection with this policy or any term, provision or condition thereof.**

Form IV[See Rule 9 (4)]Letter intimating to the Insurance Company, Government's interest in insurance policies of jeep/motor cycle/scooter or a like vehicle, etc.FromTo(Through the Accountant-General, Orissa)Dear Sir,I beg to inform you that the Governor of Orissa is interested in the jeep/motor cycle/scooter or in a like vehicle Insurance Policy No/.....secured in your Company and to request that you will kindly make a note of the fact in the records of the Company.Yours faithfully,Place.....Date.....Forwarded. The receipt of the letter may kindly be acknowledged. It is also requested that the undersigned may kindly be informed, whenever any claim is paid under the policy and also if the premium is not paid, periodically for renewal.Place.....DateSignature....Designation