

Panaji, 2nd April, 2015 (Chaitra 12, 1937)

SERIES II No. 1

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 52 dated 26-03-2015 as follows:-

- (1) Extraordinary dated 27-03-2015 from pages 1141 to 1144 regarding Notification from Department of Panchayati Raj Community Development
- (2) Extraordinary (No. 2) dated 31-03-2015 from pages 1145 to 1146 regarding Notifications from Department of Finance.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 3/5/EXT/48/2014-15/D.Agri/665

Approval of the Government is hereby conveyed for appointment of the Director of Agriculture, to be a member on the Advisory Committee of "Don Bosco College of Agriculture" at Sulcorna in Quepem Taluka.

By order and in the name of the Governor of Goa.

Orlando Rodrigues, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 26th March, 2015.

Department of Finance

Revenue & Control Division

Notification

No. 15/1/2015-Fin (R&C)/130

In exercise of the powers conferred by Clause (kk) of Section 2 of the Goa Excise Duty Act, 1964 (No. 5 of 1964) and Clause (f) of Rule 2 of the Goa, Daman and Diu Excise Duty Rules, 1964, the

Government of Goa hereby declares "*liqueur*" manufactured in India, as '*Indian made foreign liquor*'.

By order and in the name of the Governor of Goa.

Ajit S. Pawaskar, Under Secretary, Finance (R&C).

Porvorim, 31st March, 2015.

Department of Home

Home—General Division

Notification

No. 2/2/2002-HD(G)/950

Read: 1) Government Notification No. 1/15/92-HD(G) dated 03-07-1992, published in the Official Gazette, Series II No. 16 dated 16-07-1992.

2) Government Notification No. 2/2/2002-HD(G) dated 17-01-2005, published in the Official Gazette, Series II No. 44, dated 27-01-2005.

In exercise of the powers conferred by Clause (s) of Section 2 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974), read with Section 21 of the General Clauses Act, 1897 (10 of 1897), the Government of Goa hereby amends the Government Notification No. 1/15/92-HD(G) dated 03-07-1992, published in the Official Gazette, Series II No. 16 dated 16-07-1992 (hereinafter referred to as the "Principal Notification"), as follows, namely:-

In the Principal Notification, for the expression "Office of the Criminal Investigation Department, Panaji" the expression "Office of the Criminal Investigation Department, Ribandar, Panaji, Goa" shall be substituted.

This Notification shall come into force with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).
Porvorim, 27th March, 2015.



Department of Labour

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Notification

No. 28/1/2015-Lab/Part-I/377

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 05-01-2015 in reference No. IT/51/12 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 11th March, 2015.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT GOVERNMENT OF GOA AT PANAJI

(Before Ms. Bimba K. Thaly, Presiding Officer)

Ref. No. IT/51/12

M/s. Hindustan Unilever Ltd.,
Plot No. 128-139 and 324-32,
Kundaim Industrial Estate,
Kundaim, Goa

... Employer/Party I

V/s

Workmen

Rep. by the President,

Kamgarancho Ekvott,

Gurudutt Building, 3rd Floor,

Dr. Dada Vaidhya Road,

Panaji-Goa

... Workmen/Party II

Employer/Party I represented by Adv. Shri P. C. Chawdikar.

Workman/Party II represented by Shri Subhash Naik.

AWARD

(Passed on 5th day of January, 2015)

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (for

short the Act) the Government of Goa by order dated 6-8-12 bearing number 28/29/2010-LAB/436 has referred the following dispute for adjudication by this Tribunal.

“(1) Whether the following demands made by the management of M/s. Hindustan Unilever Limited against their workmen, vide their letter dated 23-11-2009, are legal and justified?

(A) Productivity:

(1) It is demanded that the management would look at manning of each of lines/depts on zero base and arrive at optimum manning levels both at department level and at factory level. Manpower optimization would be called for in various departments and possibly at factory level and manpower productivity level and machine productivity levels would also be enhanced.

(2) It is assured by the management that it shall endeavor to continuously maintain company's capacity to pay in order to ensure viability faced with fluctuating production plans. We would need to increasingly link much greater proportion of workmen wages with production/productivity to ensure that we pay when the factory produces and indeed has the capacity to pay.

(3) The manning and speeds for operation in different departments is subject to change based on increasing skill levels and machine improvements. It is demanded that the company shall have the right to increase the machine speeds as and when it deems fit. Surplus generated by these manning reductions would be re-deployed to jobs available.

(4) It is demanded that the current operations need to continuously improve and it is expected that all workmen shall render full support to all efforts aimed at increasing productivity, quality, delivery, safety and reducing costs. It is demanded that the workmen shall ensure that full potential of all plants and machinery is utilized and there is no blocking of productivity for any reason whatsoever.

(5) It is demanded that the incentive scheme shall be based on factory Balance Scorecard with the following being its integral part.

(i) Bare Bone Operational Equipment Efficiency.

(ii) Attendance Incentive shall be paid only to those employees who shall be physically present on 22 days or more.

- (iii) Safety.
- (iv) Quality Shift/Line Defects per thousand; Rejections; Holds.
- (v) Giveaway %.
- (vi) Packaging Material wastage.
- (vii) Distilled Fatty Acid yield.
- (viii) Steam, water consumption and electrical energy per ton.

(6) It is demanded that during no plan period, no incentive shall be payable.

(7) It is demanded that Distilled Fatty Acid being a continuous operation shall be manned on all days (inclusive of holidays) as per business requirement.

(8) It is demanded that based on business exigencies, if required, any workman shall be called for work on holidays or weekly offs and the same shall be compensated in line with the Factories Act, 1948.

(B) Quality:

(1) It is demanded that in order to reduce customer and consumer complaints the Management shall take up new initiatives in improving the quality of products and all workmen shall co-operate fully to bring about the said changes successfully.

(2) It is demanded that all operators would check product quality on line and during process and would report any deviations immediately to the Officer-in-charge.

(3) It is demanded that quality incentive clause shall include depot defects per thousand as key component and shall be "Nil" in case of my depot deviation/hold in month.

(C) Flexibility and cost consciousness:

(1) It is demanded that in view of the likely changes in plant machinery and packaging or technology workmen would render all possible co-operation and achieve productivity and quality targets expected of them at the earliest. In such a case, the plant manager would decide the new outputs and manning and would be final and binding on all workmen. It is further demanded that all workmen would co-operate fully to respond to such changes which are likely to become even more frequent.

(2) It is demanded that depending on exigencies, if directed by the managers/officers, employees will continue with their jobs if the relievers do not turn up.

(3) It is demanded that over a period of time, the jobs would continue to evolve and full co-operation from all workmen is expected at all times.

(4) Faced with challenge to reduce costs, the Company will be making a conscious effort to reduce contract labour. It is demanded that all workmen will have to co-operate with and implement any change/take over any additional work that any arise due to this.

(5) It is demanded that the relieving shall be done 1 to 5 in place of 1 to 3.

(6) It is demanded that change over on machines shall be done by operators only.

(7) The transportation cost is currently being borne by the management. It is demanded that this financial impact shall be shared by employees also to keep the same facility viable and sustainable and that the management henceforth will be bearing only the fixed component of this facility and the variable cost shall be borne by the employees as is there in all other Hindustan unilever limited sites. The functioning of this facility will be responsibility of the union and co-operative society only.

(8) It is demanded that the management shall not be held responsible for any delays and stoppages in transport due to any reasons. The onus of reaching on time is entirely on the employees.

(D) Housekeeping, Safety, Health and Environment:

It is demanded that:-

(1) All safety norms prescribed shall be adhered to fully by all workmen at all times without fail;

(2) Safety being a condition of employment, appropriate disciplinary action shall be taken against all safety violations i.e. minor, serious and cardinal as per the progressive discipline attached;

(3) Workmen individually and collectively shall be responsible for their own, colleagues and contract workmen's safety. They shall always be alert and avoid unsafe act and ensure safe working conditions;

(4) Environment being a key area of focus for the company and to bring the attention and focus of everyone in the factory to environment incidents, the environment incidents shall form part of the safety incentive calculation for the month;

(5) Good house keeping being a part of the normal job of any workmen irrespective of the grade Pride in the job must be demonstrated by keeping the work area clean. It is demanded that all workmen shall ensure that their respective area is cleaned and handed over to the next shift as per the specified standard. Employees should also keep the common area like canteen, training centre, welfare block and roads etc. clean and should make an endeavor for the better upkeep of the same.

(E) Discipline:

It is demanded that:-

(1) No use of personal cell phones in the factory. Persons with official cell numbers only shall be allowed to enter at workplace;

(2) Exit gate passes during working hours will be strictly controlled (will be given only in case of medical emergencies). However, it will be considered as half day leave in case it has been after 4 hours and full day leave, if it has been taken before 4 hours start of shift;

(3) Shift changes will be discouraged. Only under extreme exigencies, it will be allowed and with mutual interchange only, however, it will be management prerogation to allow such changes even then. This mutual interchange has to be therefore one complete month amongst these persons. Also, a person cannot ask for shift change in 2 consecutive quarters;

(4) Recreation room usage will be allowed for only those employees who have come earlier on the duty. During shift workings, the use of recreation room is not allowed. This is to ensure that the manning on lines remains on line all the time;

(5) No workman will be allowed to work if he/she reports to duty without uniform. If permission is given on management discretion to return on the same duty with uniform, the time taken by the employees will be treated as "No Wage" period;

(6) The system of running handover has to be strictly followed. In case of delay buses, the earlier shift person has to stay back on the line till his reliever has come unless he has been instructed by the shift executive to go. There will not be any overtime for this staying back.

(7) Code of Business Principles rules of the company should be followed at all times;

(8) Online dewrapping and other activities to be done by the respective workmen;

(9) Daily report, Checklists inspections to be done as required;

(10) In case any employee is found sleeping, his full wages for that day/night shall be deducted besides other disciplinary actions.

(F) Attendance:

It is demanded that:-

(1) Those employees who have not completed even 240 days of actual attendance in the year 2008 would not receive any benefit from this settlement;

(2) Late arrival to factory shall be as stipulated in Standing Order i.e. 5 mins. workmen reporting later than 5 mins. would not be allowed entry;

(3) Causal leave will not be granted if the employee has failed to get two increments in 5 yrs. of service span;

(4) Minimum attendance of 270 days is required in a year to earn increment as per scale;

(5) No authorization of earned leave and medical leave (> 1 day) post leave has already been taken;

(6) Incentives to be paid on physically present days. Minimum 22 days physical attendance required to earn incentives;

(7) Leave Reduction:

Considering that loss of manpower is a big problem resulting in low productivity of the factory it is proposed to curtail the number of days of leave.

Leave	Present	Proposed
Privilege Leave	As per Factories Act	As per Factories Act
Sick Leave	3 (Employees State Insurance)	2
	6 (Non Employees State Insurance)	3
Casual Leave	8	4

(G) Total productive Maintenance Every Day Great Execution/Skill development:

(1) In the background of tough business scenario and very intense completion, total productive maintenance every day great execution has been identified as a strategic thrust

to ensure continued viability. Hence participation in total productive maintenance every day great execution and other continuous improvement activities is a must for all workmen. It is expected that all workmen would fully adopt total productive maintenance every day great execution culture and ways of doing things. Skills need to be upgraded to work in total productive maintenance environment. Adherence to the 8 pillars of total productive maintenance would require faster up gradation of skill and knowledge.

(2) Acquisition of additional skills is necessary to deliver better results. Multi-skilling and multi-tasking is required of all employees and they will whole heartedly participate in any venture to improve their skill. The workmen would need to develop their capability to perform all jobs in their dept and at least three other jobs in other departments.

(3) Each grade of workmen needs to have the requisite skills. Due to some reason, it is possible that there are workers in higher grade with lower than required skills. They shall endeavour to acquire relevant knowledge, skills and actually demonstrate it on the job. Skill sets would be identified for each category of workmen and which would be used for on-the job performance whenever there is need. The company would provide all support to such skill upgradation. Skill acquisition and its demonstration would be key factors in employee development.

(H) Engineering/other Departments:

(1) Electrical departments workmen are required to upgrade their contribution and performance in the factory by taking up all electrical and instrumentation jobs including the ones currently done by the contractor.

(2) The fitters must be present in departments assigned to them and also come in shifts if assigned.

(3) The existing workmen in the lab would be required to take care of any additional tests that might be required in view of any possible changes in further like new plants, process, new technology, raw materials, new tests being introduced, etc.

(4) All workmen in commercial department (Raw Material/Packing Material, Stores and dispatch) would work as a common team with responsibility of all aspects of the function amongst themselves and not restrict themselves to one particular area.

(I) General:

- (1) The workmen shall wholeheartedly accept other workmen who may be transferred from other factories to our factory and do not object to the wage fitment as deemed fit by management.
- (2) Long term settlement shall be prospective from date of signing and will be for a period of 4 years.
- (3) The pay scales will be frozen at the current levels.

2. If the answer to issue No. (1) above is in the negative, then, to what relief the management is entitled?"

3. In the claim statement at Exb. 5 Party I has reproduced their demands which are so stated in the schedule to the reference. Party I has stated that the company faces heightened competition and uncertain and low business planes. It is stated that this poses a threat to the profitability and consequently the viability of the company and thus in order to just sustain itself, the company expects the best efforts for productivity improvement, quality improvement, cost reduction and much greater flexibility and against this background, some key counter demands of the company were raised in its management charter of demands.

4. Party II has given the justification for their demands which are as per the schedule to the terms of reference and has prayed to hold that their demands are legal and justified and to grant them which retrospective effect from 1-4-09.

5. In the written statement Party II has stated that Party I is a subsidiary of the giant multinational firm Unilever PLC who holds around 52% of the share capital of Party I. It is stated that Party I is a wholly owned subsidiary of Unilever PLC. It is stated that on 30-4-13, Unilever PLC announced a voluntary open offer to increase its stake in Party I, its publicly listed subsidiary in India, from 52.48% to upto 75% at a price of Indian Rupees 600 per share amounting to Rs. 29220 Crores. It is stated that Party I is currently engaged in the soaps, detergents, personal care, fine chemicals, ice-creams, frozen desserts, foods, tea, coffee and beverages, culinary products, processed foods etc. It is stated that all the brands manufactured by the Goa factory are owned by Unilever London and HUL head office is the licensed user of the same in India. It is stated that the products manufactured by the

company are fast moving consumer products and has a virtual monopoly in all the segments that it operates in. It is stated that financial position of the company is extremely sound and that the profits have increased from the period of the last settlement. It is stated that today HUL is number one marketing company in India. It is stated that the company does not face any threat to the profitability and viability due to competition. It is stated that company has the paying capacity and its turnover and profits are increasing day by day. It is stated that the shareholders and the managers are paid increased dividends and that there has been drastic increase in the cost of living. It is stated that Party I company pays how much salary to the workers working to the same company at its Research and Development centre situated at Andheri. It is stated that there is huge disparity ratio between the salary of the highest paid executive and the lowest grade workers in the factory. It is stated that the wages of the workers are very low when calculated on the basis of the norms laid by the 15th labour conference as adopted by the sixth pay commission for the lowest grade worker at the start of the salary and if the wages are calculated on this basis the wages of workers of all grades will be much higher than what is presently being paid. It is stated that the demands of the management are to delay an increase in wages commensurate with comparable companies like Nestle, Colgate, P&G and other comparable companies. Party II has further stated that the demands raised in this reference are with a view to frustrate and delay the just demands of the workers. Party II has after highlighting the grounds as to how the demands made by Party I are not tenable, has prayed to reject the said demands.

6. In the rejoinder Party I has denied the case setup by Party II in the written statement.

7. In the further course of proceedings Party I examined 8 witnesses. When the matter was at the stage of further evidence of Party I, both the parties settled the matter amicably amongst themselves by filing the settlement terms at Exb.135. The said terms read as under:

- (1) That, it is agreed mutually the parties that the Management of M/s. Hindustan Unilever Ltd, Party I, shall give all the benefits as are given to the workmen as per settlement dated 7-11-2011 and/or as per Award dated 22-11-2011 published in the Govt. of Goa, Official Gazette Series II, No. 8 dated 24-5-2012 to the workmen in

the present reference. These benefits will be paid with effect from 1-11-2011. The same shall be paid to the workmen within 30 days after adjusting the interim amount paid to the workmen as per the order of the Hon'ble High Court.

- (2) It is mutually agreed between the parties that the Management of M/s. Hindustan Unilever Ltd., Party I shall give lumpsum ex gratia payment of Rs. 77,500 to all the workmen covered under the present reference as mentioned in the said settlement and Award in view of the settlement for the period 1-4-2009 to 31-10-2011. Distribution of the said amount shall be as per the said settlement and said award. The said payment shall be based on actual physical attendance on pro rata basis.
- (3) It is mutually agreed between the parties that the Management of M/s. Hindustan Unilever Ltd., Party I shall pay to the workmen as per the list of workmen covered under the present reference and whose names as mentioned in the **Annexure A** (Comprising of 193 employees) to this terms of settlement employed in the Party I Goa Unit a sum of Rs. 714/- per month as Personal Pay (which shall attract PF as per statutory norms) with effect from 1-11-2011. This amount is agreed to be paid as one time correction and is therefore adjusted in Personal Pay on account of high cost of living in Goa. The parties agree that this will not create any precedent in any other unit of the Party No. I company. The employees who have resigned/terminated from the services, they shall be eligible for the benefits of this clause on pro rata basis till the date of their resignation/termination.
- (4) It is mutually agreed between the parties that the Management of M/s. Hindustan Unilever Ltd., Party I, shall do a one-time correction by giving the existing Rs. 0.25 neutralization over January 2001 points as against April 2005 points. This will amount to Rs. 98/- per month and the same shall be paid to the workers covered under the present reference and whose names are mentioned in the **Annexure A** (Comprising of 193 employees) to this settlement with effect from 1-11-2011. The

employees who have resigned/terminated from the services, they shall be eligible for the benefits of this clause on pro rata basis till the date of their resignation/termination.

- (5) It is mutually agreed between the parties that a sum of Rs. 2,500/- shall be deducted out of the total lump sum ex-gratia payment per person and will be payable towards Union contribution. The Management will pay the said amount directly to the Union Kamgarancho Ekvott, Panaji within 30 days of payment to the workmen. All workmen who are accepting this settlement should give a letter of acceptance as per **Annexure B**.
- (6) It is agreed between the parties that the present settlement shall not be setting any precedent in any other unit of the company and in any other Court case as the same is arrived after mutual negotiations.
- (7) The employees concerned in this settlement agree and confirm that on signing of this settlement and receipt of the payment under the settlement, they have no claim of whatsoever nature under reference Ref. No. IT/11/2011 and Ref. No. IT/51/2012 including any monetary claim against the Company, arising out of the said references. The parties have agreed to co-operate with each other for filing necessary applications for withdrawal of cases in terms of settlement pending before High Court, if any.
- (8) That, the parties hereby agree to file Joint Pursis in Ref (IT) 11 of 2011 and Ref (IT) 51 of 2012 to file the settlement of record and further to pray the Court to pass an Award in terms of this Memorandum of Settlement. The parties confirms that in terms of this settlement, all the claims of applicant and the non-applicant pending against each other have come to an end and the settlement is binding on all the concerned workmen.
- (9) The package and the terms of this settlement have been explained to the employees in Hindi and Konkani in the presence of Union representatives and Advocates on record and the Employees have acknowledged that they have understood the same in entirety. The

parties have signed this settlement without any fraud, coercion acted or played upon them respectively and have read and understood the contents and effect of this settlement and thus shall bear their respective costs.

8. The above terms of settlement are signed by the President Shri. Subhash Naik Jorge and all the other members of Kamgarancho Ekvott Union as well as the Management representatives and their advocate Shri. P.C.Chawdikar. The parties have also annexed, **Annexure A** and **Annexure B**, to which reference is made in the above terms of settlement, to the above terms.

9. I have gone through the above settlement terms which are just and fair. The above terms, in my view, are in the interest of the workers and therefore I accept the same.

In view of above the following:

ORDER

1. The reference stands disposed off by Consent Award in view of the consent terms filed by the parties, at Exb. 135.

2. No order as to costs.

Inform the Government accordingly.

Sd/-
(B. K. Thaly)
Presiding Officer
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2015-Lab/Part-I/381

The following award settled before the Lok-Adalat at Panaji-Goa on 13-12-2014 in reference No. IT/28/05 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 11th March, 2015.

National Lok Adalat

Compromise Memorandum in cases u/s 10 (1) (D) of
Industrial Disputes Act, 1947

Type of cases:- Demand for Payment of Lockout period

Case No.- IT/28/05 Pending before Industrial Tribunal-cum-Labour Court-I, Panaji

Workmen,

Rep. by Goa Trade &

Commercial Workers Union,

Velho Building,

Panaji Goa

... Applicant

V/s

M/s. Garware Goa Nets Ltd. ... Respondent

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that the workmen demanded the wages for lock-out period declared by the management for the period mentioned in the present reference.

We, that is, Workmen and their Union Representative/Applicant and M/s. Garware Goa Nets Ltd., Respondent alongwith our Advocates, authorize Panel/Bench constituting National Lok Adalat in the above said matter that we have arrived at the compromise to settle the matter as follows:

Terms of Compromise


Both parties have agreed to settle the present matter whereby the Management of M/s. Garware Goa Nets Ltd., has agreed to pay each worker a lumpsum amount of Rs. 5,000/- (Rupees five thousand only) for the lockout period mentioned in the present reference to 82 workmen who were employed during this period. The detail names of these workmen is with the employer. It is further agreed that from the above amount of Rs. 5,000/- an amount of Rs. 500/- per worker shall be deducted towards the Union fee and the same shall be remitted to the Goa Trade & Commercial Workers Union. The balance amount of Rs. 4,500/- shall be paid by the management to each worker by a cross cheque drawn in favour of these workmen involved in the present reference within the period of two months from the date of signing of this present settlement. All the cheques shall be handed over by the management to the Union office with a valid receipt and in case some workmen does not collect their individual cheque from the union office within the period of 60 days, the same shall be returned back by the Union to the employer as unclaimed.

We have arrived at the compromise terms willingly before the National Lok Adalat held on 13-12-2014 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court we request the Panel/Bench constituting


the National Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this 13th day of December, 2014.


RAGHU TUREKAR
Signature of the Applicant


Signature of the Advocate for the Applicant



S.V. ATE
Signature of Respondent

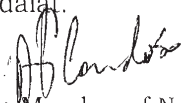

Signature of the Advocate for the Respondent
(Adv. Prashanna C. Chaudhary)

(Signature of the authorized officer of the Government)

AWARD

The matter is amicably settled as above before the National Lok Adalat held on 13th day of December, 2014.


4. Signature of the Presiding Officer of Panel of National Lok Adalat.


5. Signature of the Member of National Lok Adalat


3. Signature of the Panel of National Lok Adalat

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Department of Personnel

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Order

No. 7/30/2014-PER/915

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi order No. 14020/01/2014. UTS-I (part-II) dated 18-03-2015, the Governor of Goa is pleased to relieve Shri Hage Khoda Shalla, IAS (AGMUT:1999), Secretary (Tribal Welfare) from this Administration w.e.f. 27-03-2015 (a.n.) to take up his new assignment at Arunachal Pradesh.

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 25th March, 2015.

Order

No. 6/3/2008-PER/936

Read: 1. Order No. 6/5/2011-PER (a) dated 14-03-2012.

2. Order No. 45/1/2012-GAD-III dated 31-10-2014.

3. Order No. 6/3/2008-PER dated 23-03-2015.

Consequent upon creation of the post of Additional Secretary to Chief Minister vide order read in preamble (2), the Governor of Goa is pleased to appoint Shri Michael M. D'Souza, Selection Grade Officer of Goa Civil Service as Additional Secretary to Hon'ble Chief Minister, w.e.f. 31-10-2014.

Shri D'Souza shall continue to hold the post of Additional Secretary (Finance), until further orders.

This issues in supersession to the order read at preamble (3).

By order and in the name of the Governor of Goa.

Yetindra M. Maralkar, Additional Secretary (Personnel).

Porvorim, 26th March, 2015.

Order

No. 6/3/2008-PER/914

Read: Order No. 6/5/2011-PER (a) dated 14-03-2012.

Order No. 45/1/2012-GAD-III dated 31-10-2014.

Consequent upon creation of the post of Additional Secretary to Chief Minister in the pay scale of PB-3, Rs. 15,600-39,100+ 6,600/- vide order read in preamble (2), the Governor of Goa is pleased to appoint Shri Michael M. D'Souza, Selection Grade Officer of Goa Civil Service as Additional Secretary to Hon'ble Chief Minister, w.e.f. 31-10-2014.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 23rd March, 2015.

Order

No. 6/16/2013-PER/Part/954

Read: Order No. 6/16/2013-PER/Part dated 25-11-2014.

Whereas, on the recommendation of Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(3)/2014/795 dated 19-11-2014, 21 Officers holding the posts included in Schedule-II of the Goa Civil Service Rules, 1997, were promoted to hold Junior Scale post of Goa Civil Service, Group 'A', Gazetted, in the Pay Band-3, ` 15,600-39,100+ GP ` 5,400/- vide Order No. 6/16/2013-PER/Part dated 25-11-2014.

And whereas, Shri Gaurish Shankhwalkar, one of the Officers holding the posts included in Schedule II of the Goa Civil Service Rules, 1997 was also considered by the D.P.C. for promotion to hold Junior Scale post of Goa Civil Service, but the findings of D.P.C. were kept in sealed cover as disciplinary proceedings for minor penalty under Rule 16 of Central Civil Services (Classification, Control and Appeal) Rules, 1965 was initiated against him.

And whereas vide Order No. 15/12/2013-VIG/ /274 dated 06-02-2015 the reviewing authority dropped the aforesaid Disciplinary Proceedings initiated against Shri Shankhwalkar.

And whereas on account of the said Order dated 06-02-2015 the sealed cover was opened, wherein Shri Shankhwalkar was found to be fit and recommended for promotion to the post of Junior Scale Officer of Goa Civil Service.

Now therefore, the Governor of Goa is pleased to promote and appoint under Rule 14 of the Goa Civil Service Rules, 1997 read with Rule 5 (b) of the said Rules, Shri Gaurish Shankhwalkar holding the post included in Schedule-II of the said Rules to hold Junior Scale post of Goa Civil Service, Group 'A', Gazetted in the Pay Band-3, ` 15,600-39,100+ GP ` 5,400/- notionally w.e.f. 25-11-2014 and place him below Smt. Maria S. D'Souza and above Shri Mahadev Araundekar in the Order dated 25-11-2014.

Shri Gaurish Shankhwalkar shall be on probation for a period of two years from the date of his joining. He shall exercise option for pay fixation within a period of one month from the date of issue of order.

Shri Gaurish Shankhwalkar shall continue in the present posting, until further orders.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 26th March, 2015.



Department of Public Assistance (Provedoria)
Institute of Public Assistance

Order

No. 1-3-98/2014-15/IPA/4329

On the recommendation of the Departmental Promotion Committee the following Superintendents are promoted to the post of Assistant Director (Group 'B', Gazetted) under the cadre of Provedoria in the Pay Band PB—2, Rs. 9,300-34,800 plus Grade Pay Rs. 4,600/- (VIth Pay Commission Scale) on regular basis with immediate effect.

Sr. No.	Name of the Officials
---------	-----------------------

- | | |
|----|--------------------------|
| 1. | Smt. Tejasvi T. Naik. |
| 2. | Shri Pramod J. Bandekar. |

They will be on probation for a period of two years.

They should exercise their option for fixation of their pay under FR 22(1) (a) (1) within one month from the date of issue of this order.

They will continue to hold the charge of the post held by them prior to promotion in addition to the duties assigned as Assistant Director, until further orders.

This issues with the approval of the Government vide U. O. No. 1928/F dated 20-03-2015.

Vasanti H. Parvatkar, Director (Provedoria).

Panaji, 26th March, 2015.



Order

No. 1-167/2014-15/IPA/4330

On the recommendation of the Departmental Promotion Committee, Shri Laximan Humraskar, Junior Engineer is promoted to the post of Assistant Engineer (Group 'B', Gazetted) under the cadre of Provedoria in the Pay Band PB—2,

Rs. 9,300-34,800 plus Grade Pay Rs. 4,600/- (VIth Pay Commission Scale) on regular basis with immediate effect.

He will be on probation for a period of two years.

He should exercise his option for fixation of his pay under FR 22(1) (a) (1) within one month from the date of issue of this order.

He will continue to hold the charge of the post held by him prior to promotion in addition to the duties assigned as Assistant Engineer, until further orders.

This issues with the approval of the Government vide U.O. No. 1929/F dated 20-03-2015.

Vasanti H. Parvatkar, Director, IPA (Provedoria).

Panaji, 26th March, 2015.



Department of Revenue

Order

No. 22/5/2010-RD

Whereas, the Government of Goa, vide Notification No. 22/5/2010-RD dated 17-04-2013, issued under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Act 1 of 1894) (hereinafter referred to as the "said Act"), and published in the Official Gazette, Series II No. 5 dated 02-05-2013 and Corrigendum No. 22/5/2010-RD dated 07-03-2014 published in the Official Gazette, Series II No. 51 dated 20-03-2014, and notified that the land specified in the Schedule thereof (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. Land Acquisition for the development of Government Village School Playground at Chicolna, Bogmalo, Mormugao Taluka (hereinafter referred to as the "said public purpose");

And whereas, the Government of Goa considered the report made by the Collector under sub-section (2) of Section 5A of the said Act and on being satisfied that the said land is needed for the said public purpose, vide Notification No. 22/5/2010-RD dated 26-08-2014, issued under Section 6 of the said Act, and published in the Official Gazette, Series II No. 24 dated 11-09-2014, declared that the said land is required for the said public purpose.

Now, therefore, in exercise of the powers conferred by Section 7 of the Land Acquisition Act, 1894 (Act 1 of 1894), the Government of Goa hereby directs the Collector, South Goa District, Margao-Goa to take the order for acquisition of the said land.

By order and in the name of the Governor of Goa.

Ashutosh Apte, Under Secretary (Revenue-I).
Porvorim, 31st March, 2015.



Department of Town & Country Planning
Office of the Chief Town Planner

Notification

No. 4-5-2-84-UDD(Part)TCP/2015/1291

Read: Notification No. 4-5-2-84-UDD(Part)TCP/2014/5573 dated 31-12-2014.

In exercise of the powers conferred by the first proviso to sub-rule (1) of Rule 3 of the Goa, Daman and Diu Town & Country Planning (Planning and Development Authorities) Rules, 1977, the Government of Goa hereby extends the term of office of the Chairman and members of the South Goa Planning and Development Authority, constituted vide Notification No. 4-5-2-84-UDD (PART) TCP/2012/1353 dated 24-4-2012, published in Official Gazette, Series II No. 5 dated 03-05-2012, further upto 30-04-2015.

By order and in the name of the Governor of Goa.

Dr. S. T. Puttaraju, Chief Town Planner/ex officio Joint Secretary.

Panaji, 27th March, 2015.



No. 4-5-2-84-UDD(Part)TCP/2015/1292

Read: Notification No. 4-5-2-84-UDD(Part)TCP/2014/5574 dated 31-12-2014.

In exercise of the powers conferred by the first proviso to sub-rule (1) of Rule 3 of the Goa, Daman and Diu Town & Country Planning (Planning and Development Authorities) Rules, 1977, the Government of Goa hereby extends the term of office of the Chairman and members of the North Goa Planning and Development Authority, constituted vide Notification No. 4-5-2-84-UDD

(PART) TCP/2012/1354 dated 24-4-2012, published in Official Gazette, Series II No. 5 dated 03-05-2012, further upto 30-04-2015.

By order and in the name of the Governor of Goa.

Dr. S. T. Puttaraju, Chief Town Planner/ex officio Joint Secretary.

Panaji, 27th March, 2015.

Notification

No. 21/1/TCP/2015/SC/1323

In exercise of the powers conferred by sub-section (1) of Section 6 of the Goa (Regulation of Land Development and Building Construction) Act, 2008 (Goa Act 6 of 2008) and in supersession of the Government Notification No. 21/1/TCP/2014/SC/2611 dated 23-06-2014, published in the Official Gazette, Series II No. 13 dated 26-06-2014, the Government of Goa hereby appoints a "Steering Committee" consisting of the following members, namely:-

- | | | |
|--|---|----------------------|
| 1) Hon'ble Chief Minister | — | Chairman. |
| 2) Hon'ble Dy. Chief Minister/
/Minister for Town and
Country Planning | — | Member. |
| 3) Hon'ble Minister for Urban
Development | — | Member. |
| 4) Hon'ble Minister for
Panchayats | — | Member. |
| 5) Chief Secretary | — | Member. |
| 6) Secretary (Urban
Development) | — | Member. |
| 7) Secretary (Town and Country
Planning) | — | Member. |
| 8) Secretary (Panchayats) | — | Member. |
| 9) Amit Sukhtankar, Architect
and Chairman, of IIA,
Goa Chapter | — | Member. |
| 10) Chief Town Planner,
Government of Goa | — | Member
Secretary. |

By order and in the name of the Governor of Goa.

Dr. S. T. Puttaraju, Chief Town Planner/ex officio Joint Secretary.

Panaji, 31st March, 2015.

Department of Transport

Directorate of Transport

Order

No. 5/2/93-Tpt/2015/1084

The following Assistant Directors of Transport are hereby transferred with immediate effect on administrative grounds and in public interest.

Sr. No.	Name of the Officer	Present posting	Office to which transferred
1.	Shri Guirish S. Dalvi	A.D.T. (HQ)	A.D.T., Bicholim.
2.	Shri Meghashyam Pilankar	A.D.T. Mapusa	A.D.T. (HQ).
3.	Shri Nandakishor Arolkar	A.D.T. Bicholim	A.D.T. Pernem.
4.	Shri Ivo Rodrigues	A.D.T. Pernem	A.D.T. Dharbandora.
5.	Shri Bhalchandra Sawant	A.D.T. Quepem	A.D.T. Panaji.
6.	Shri Rajesh alias Ramkrishna Naik	A.D.T. Dharbandora	A.D.T. Quepem.
7.	Shri Gurudas Narvekar	A.D.T. Panaji	A.D.T. Mapusa.

The above officers stands relieved from their present postings with immediate effect and shall not avail any joining period or any type of leave till they assume their new postings.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Joint Secretary (Transport).

Panaji, 27th March, 2015.

Notification

No. 5/9/90-Tpt/2015/994

In exercise of powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa, hereby exempts New Vehicle Wagon R Minor Lxi-BSIV bearing chassis No. MA3EWDE1S00829464-AF and Engine No. K10BN7456691 of model January, 2015, owned by the Society of The Daughters of St. Paul, H. No. 5/153, Rua De Crusado Road, Fontainhas, Panjim, Goa, from payment of tax due to this State, being a Charitable Institution.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Transport).

Panaji, 23rd March, 2015.

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