

The Transit Flats Accommodation Rules, 1989

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Rule THE-TRANSIT-FLATS-ACCOMMODATION-RULES-1989 of 1989

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The Transit Flats Accommodation Rules, 1989Published vide Notification Orissa Gazette Supplement/15.12.1989-Resolution No. 20637 C.A./27.11.1989With a view to streamlining the procedure of control, management and upkeep of the Transit Flats instructed under Rental Housing Scheme regulating allotment, Government, after careful considerations, have been pleased to prescribe the following rules, namely :

1.

These rules may be called the "Transit Flats Accommodation Rules, 1989".

2.

They shall come into force at once.

3.

These rules apply to the allotment of Transit Flats at New Capital built under the Capital Instruction Programme, Retail Housing Scheme. The principal aim of these Transit Flats are to vide accommodation to State Government Officers/Employees & others connected with the affairs of the State, who are posted to Bhubaneswar and are not allotted Government quarters immediately.

4.

(i)The Transit Flats shall be allotted by the Director of Estates on an application in the prescribed form Annexure 'A'. Not more than one flat shall be allotted to any one Officer/Employee. Only one fiat will be allotted even if there are more than one Government servants in the family of

applicant.(ii)The rent of this apartment will be charged at the rate of Rs. 300 P.M. @ Rs. 10 per day or at enhanced rate as may be decided by the Government from time to time. The Electricity and water charges will be borne by the occupants.(iii)A Transit flat may be allotted jointly in favour of more than one Government servants. In that event the rent & charges shall be equally shared & paid by them.

5.

The allottee shall retain the flat for a maximum period of 90 days. Under no circumstance, allottee will be allowed to retain the accommodation beyond 90 days.(i)Retention of the flat beyond three months will be treated as unauthorised occupation and the allottee will be charged five times of the rent fixed for the accommodation in addition to initiation of legal action for his/her eviction under the O.P.P. Act, 1972 as amended from time to time.(ii)Unauthorised occupation of the "Transit Mess" will also be treated as misconduct and allottee will be liable for disciplinary action and departmental proceedings which will be initiated by the appointing authority on receipt of intimation from the Director of Estates.

6.

The employee to whom a flat has been allotted will be required to furnish an undertaking in the form specified in Annexure 'B' to the Rent Officer, before occupation of the flat.

7.

The allottee will be required to deposit the rent of the flat for one month in advance through the Care taker/Building Supervisor for taking over charge of the flat. He will take over charge of the furniture, fixture and fittings by acknowledging receipt of the same in a Register maintained by the Care taker or Building Supervisor for the purpose. He will make over the charge of the same at the of vacation of the flat.

8.

The allottee shall be personally responsible for payment of rent and for any loss, damage caused to the building fittings and fixture, furniture and will be liable to pay the cost of the things as may be determined by the Director of Estates.

9.

The Transit Flat/premises, etc. shall not be utilised for organising any function/public entertainment, etc. without the prior written permission of the Director of Estates.

10.

The competent authorities shall be responsible to ensure proper maintenance and upkeep of 'The Transit Apartment'. The Director of Estates may from time to time issue instruction and stand order in this regard and on other matters relating to the management of the flats, mess, etc.

11.

The allottee shall be liable to vacate the Transit Apartments within 3 days of receipt of notice from the Director of Estates.

12.

Allotment of the Transit Flats shall stand automatically cancelled on allotment of quarter favour of the concerned employee.

13.

The daily check in and check-out will be done at 9 A.M. and details of entry and may be mentioned in the Visitor Book to be maintained by the Building Supervisor/Caretaker.

14.

The list of furniture, fixtures, etc. available in the apartment shall be affixed in the flat will also be available with the Caretaker/ Building Supervisor for reference by the allottee and others concerned.

15.

Subject to availability of accommodation the following persons at the discretion of the Competent Authority/Director of Estates may be allowed to occupy the Transit Flats while on duty tour on official business for a maximum period of 90 days.(a)Gazetted officers of other State Governments and Government of India.(b)Officers of State Public Undertakings, Corporation and Co-operative Institutions(c)Non-Officials of standing.Annexure 'A'Application for allotment of a transit flat in the New Capital, Bhubaneswar

1. Name of the applicant :

2. Office in which he serves and his designation:

3. Whether the applicant has come to the New Capital on tour on Official business, if so the purpose of such tour may be mentioned:

4. Married or unmarried. If married, whether he will remain in the flat with his family.

5. The name of the office which will send the occupancy statement in respect of a flat allotted to the applicant :

6. Date of application:

7. The required undertaking duly signed by appended:

Signature of the applicant Office of the.....Annexure 'B'Undertaking

1. (a) Name.....

(b) Designation and Department.....

2. In consideration of the allotment of a flat I do hereby agree that I would abide by the terms and conditions governing the occupation of the Government building allotted in my favour during the tenure of my occupation as laid down in the Special Accommodation Rules, 1959 notified by the Political and Services Department.

3. I hereby agree that I would regularly make payment of the rent of the residence at the prescribed rate under the Transit Flats Accommodation Rules, 1989 alongwith electricity and water charges.

I hereby authorise..... to receive the same from my monthly pay bill. Should it be necessary in the event of non-payment of rent chargeable upon me under the rules, Government may at their discretion for, such acts of default, recover the dues from me by any other penal or legal means.

4. I hereby agree that if in the event of any breach of the conditions of occupation, I may be called upon to surrender the flats. I shall vacate and make over vacant possession of the Government flats within the reasonable period of notice as will be specified by the Estate Officer or his authorised representative from time to time.

In case of non-compliance with the order of the Estate Officer to surrender the Government flats as aforesaid, I shall be liable to pay such penalty by way of damages as would be awarded against me by the Estate Officer acting on behalf of the Government.

5. I do hereby undertake that I shall be held responsible for the safe and proper handling of the Government property such as fixtures and furniture, electric and sanitary installations etc., during the period of my occupation of the Government flats. No materials, structural alternations and additions to the residence during my occupation of the same will be effected by me without prior permission of the competent authority.

6. In case, I fail to occupy the flat within a period of ten days from the date of issue of the order, allotment would lapse and I shall have to forfeit my claim.

7. In the event of failure to comply with the conditions laid down in clause No. 5. I shall be required to make good the damages or lapses not due to natural calamity but due to improper use and careless handling, if any, caused to the structural fittings, fixtures of the building etc., as decided upon by Government in consideration of the extent of damage or loss caused.

Date.....Signature of the applicant