

The Rajasthan Industrial Housing Allotment Rules, 1957

RAJASTHAN

India

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Rule

THE-RAJASTHAN-INDUSTRIAL-HOUSING-ALLOTMENT-RULES-1957 of 1957

- Published on 8 May 1957
- Commenced on 8 May 1957
- [This is the version of this document from 8 May 1957.]
- [Note: The original publication document is not available and this content could not be verified.]

The Rajasthan Industrial Housing Allotment Rules, 1957Published vide Notification No. F. 1(36) Lab/55, dated 8-5-1957, published in Rajasthan Gazette, Part 4-C, dated 6-6-1957, page 100Whereas it is expedient to regulate the allotment and rent collection of houses constructed by the Government of Rajasthan under the Government of India Subsidised Industrial Housing Scheme the Government of Rajasthan, therefore, hereby makes the following rules, namely:-

1. Short title, extent and commencement.

(1)These rules may be called Rajasthan Industrial Housing Allotment Rules, 1957 and shall come into force from the date of their publication in the Official Gazette.(2)These rules shall extend to the whole of Rajasthan.

2. Definitions.

- In these rules, unless there is anything repugnant in the subject or context:-(a)"Chairman" means the Chairman of the Managing Committee;(b)"Committee" means the Managing Committee constituted under rule 3;(c)"Employer" means a person owning or having the charge of an other person acting in the general management or control of such establishment;(d)"Family" includes the wife or the husband, children, step children, parents, brothers and sisters as are ordinarily residing and messing with a worker;(e)"Form" means the forms appended to rules;(f)"Government" means the Government, of Rajasthan;(g)"House" means a tenement constructed under the Scheme together with all installations and appurtenances attached thereto;(h)"Rent" means the monthly rent payable for a house;(i)"Scheme" means the Government of India Subsidised Industrial Housing Scheme;(j)"Wages" means the normal monthly wages earned by a worker including dearness

allowance and other compensatory allowances including overtime pay bonus and travelling allowance; and (k) "Worker" means a worker as defined in the Factories Act, 1948.

3. Constitution of the Managing Committee.

(1) There shall be constituted a Committee for the purpose of these rules. (2) The Committee for each Centre, where houses have been constructed under the Subsidised Industrial Housing Scheme, shall consist of:-

- | | |
|--|------------------|
| (a) Labour Officer of the Division | Chairman |
| (b) Two representatives of employers to be nominated by Government | Members |
| (c) Two representatives of workers to be nominated by Government | Members |
| (d) An officer of the Labour Department. | Member/Secretary |

Note.- In clause (a) the words 'Labour Officer of the Division' have been substituted by the words "Collector of the Division" vide Government Notification No. F. 1(36) /Lab / 56, dated 12-8-1957 published in Rajasthan Rajpatra Part IV(Ga) dated 12-9-1957 page 388. For clauses (c) and (d) clauses (b) and (c) have been renumbered as formerly this clause (d) was as under-(e) Labour officer of the Division by notification dated 12-9- 1957. In clause (d) the words "Labour Officer of the Division" has been substituted by the words "Labour Welfare Inspector" - Ibid. Further in clause (d) the words "An Officer of the Labour Department - Member Secretary" have been substituted by the words "Labour Welfare Inspector" vide Notification No. F. 9(1)(56) Lab. 163, dated 6-6-1966, pub. in Raj. Rajpatra, Pt. IV(Ga) dt. 14-7-1966, p. 225.

4. Meeting of Committee.

(a) For Every meeting of the Managing Committee, the quorum shall be, besides the Chairman, one-half of the total number of members, subject to the condition that at least one representative of the workers and the employer shall be present. (b) In the event of a difference of opinion, votes shall be taken and the opinion, of the majority shall prevail, the Chairman voting only in the event of equality of votes. (c) In the absence of the Chairman, the Vice-Chairman shall preside over the meetings of the Committee. (d) The Members of the Managing Committee shall be appointed for three years but shall be eligible for re-appointment. Casual vacancies arising during the period of three years shall be filled up in the same manner as for original appointment, but for the unexpired period only. (e) The minutes of a meeting shall be kept in a separate book (known as the Minutes Book) specially maintained for the purpose. The minutes of each meeting shall be confirmed with such notifications as may be necessary, at the next meeting and shall be signed by the Chairman.

5. Eligibility for Allotment.

- The house constructed under the Scheme shall be allotted only to workers. Applications for the allotment of houses shall be submitted in Form I.

6. Publicity for Vacant Houses.

- Due publicity as regards vacant tenements offered for allotment specifying their location, size and rent shall be given:- (a) by affixing a notice on the notice board- (i) at the office of the Chairman and Labour Commissioner, (ii) at some conspicuous place of the locality where the houses are situated, and (iii) in the office of the employees, and (b) by publication in one or more local newspapers.

7. Maintenance of Register.

- A Register shall be maintained in Form 2, in which applications received for the allotment of houses shall be registered in a serial order.

8. Allotment of Houses.

- A list shall be prepared by the Managing Committee of such workers whose wages are not more than Rs. 200/- per month, who do not own a house of their own near the Scheme colony and have not already been provided with suitable house by the employer concerned and are desirous of allotment of houses constructed under the Scheme. The list shall be arranged in the order of service, provided that the Committee may in its discretion, allot, out of turn 10 per cent of the accommodation available for reasons to be recorded in writing in each case.

9. Execution of Agreement.

- The allottee shall, before occupying the house, execute a rent agreement in Form 3 and deposit in the office of the Committee one month's rent in advance within a week from the date of allotment. If the allottee fails to do so, his name shall be deleted from the register. In case he refuses to take the house allotted to him, his Statement shall be recorded and his name shall be deleted from the register and the house shall be allotted to the applicant next following in the list prepared under rule 8. (2) The allotment made by the Committee shall be final. (3) [x x x] [Deleted by Notification dated 19-6-1982.]

10. Particulars of the workers to be verified.

(1) The Committee shall, at the time of allotment of the house, verify, to its satisfaction that the applicant fulfills the requirements of rule 8. (2) Preference in allotment shall be given to an applicant who- (a) does not possess a residence of his own in the vicinity of the houses constructed under these rules, over the one who does not possess such residence, and (b) who is a worker employed on permanent basis over a temporary employee.

11. Subletting or sharing of accommodation.

(a) No worker shall sub-let a house allotted to him or any part, thereof to any other worker or person not being a member of his family. Note.- Sub-letting includes sharing of accommodation with the

allottee with or without rent but does not include guests.(b)Should a worker sub-let a house allotted to him or a portion thereof or use it for a purpose other than that for which it has been allotted or fail to observe and abide by the terms and conditions contained therein, the Committee shall cancel the allotment.(c)No order shall be passed under sub-rule (b) without giving the allottee an opportunity of being heard in the matter.

12. Cancellation of Allotment.

(1)An allotment under these rules shall be effective from the date on which a house is occupied by the worker and shall continue until:-(a)the Chairman requires the house to be vacated,(b)the worker ceases to occupy the house; or(c)it is surrendered to the Committee by the worker concerned;(d)it is otherwise cancelled by the Committee under sub-rule (b) of rule 11:Provided that when a worker dies, goes on transfer, retires, resigns or ceases to be a worker, the allotment may with the approval of the Committee continue upto the period as detailed below:-(i)in the case of death or transfer for a period not exceeding two months from the date of death or transfer as the case may be;(ii)in the case of retirement, resignation or termination of service, for a period not exceeding one month from the date of retirement, resignation or termination of service as the case may be;(iii)in the case of medical or ordinary leave, for the period of leave.(2)Where a worker-(i)contravenes any provisions of the agreement executed under rule 9; or(ii)continues to occupy the house after cancellation of allotment under sub-rule (b) of rule 11 and this rule or occupies the house in contravention of any other of these rules; the Chairman shall, with the previous approval of the Committee. order that the worker be ejected from the house.

13. Notice of ejection.

(1)Before making an order under rule 12, the Committee shall issue a notice requiring the worker to vacate the house within the time specified therein.(2)Failure to comply with the notice under sub-rule (1) shall render the worker liable to be ejected from the house.(3)The expenses, if any, incurred for getting the house vacated shall be recoverable from the worker or the occupier, as the case may be, in the manner specified for the recovery of rent.

14. Deduction of rent from wages.

- No house shall be allotted to any worker unless his employer agrees to execute an agreement in Form 3 providing inter alia that-(i)The rent shall be a first charge on the wages of the workers and every employer shall on receipt of a demand-note from the Secretary of the Committee, deduct the rent from the wages of workers and shall remit the amount, of rent so deducted to the Secretary on or before the [20th day] [Substituted by Notification 17-9-1957.] of each month;(ii)The employer shall, within ten days of the death, transfer, retirement, resignation or termination of service of a worker intimate the same to the Secretary. Failure of the employer to give intimation shall render him liable for payment of rent for the period for which the worker continues to occupy the house in excess of the period allowed under rule 8;(iii)The amount due from the employer under this rule shall be recovered in the manner hereinafter laid down for the recovery of rent.

15. Notice of arrears.

(1) If the rent is not paid on the due date, a notice of demand shall be issued in Form 4 and a copy thereof shall be sent to the employer. (2) If the rent is not paid within the time specified in the notice, the same shall be recovered as arrears of land revenue from the worker also.

16. Examination of Records.

- The Government call for and examine the record of any case pending before or disposed of by the Chairman and pass such order as it thinks fit.

17. Conduct of Business.

- The Secretary shall with the approval of the Chairman, regulate the conduct of business to be transacted in the Committee.

18. Power of the Government to vary and alter the Rule.

- The Government shall have the right to vary, add, to cancel, modify and amend all or any of these rules.

19. Interpretation of Rules.

- In all matters concerning these rules, the decision of the Government shall be final. Form No. 1 (See Rule 5) To.....

1. Applicant's

(a) Full name (in Block Letters)..... (b) Present residential address..... (in detail)

2. Applicant's occupation.....

(in detail)

3. (a) Applicant's present pay including allowances etc.....

(b) Total monthly income of all earning members of the applicant's family lodging with the applicant (giving individual details here)

4. Employer's (i) Full name.....

(ii) Full address.....

5. (a) How long has the applicant been in the employment of the employer?.....

(b) Whether the applicant is employed on permanent or temporary basis?.....

6. With whom is the applicant staying at present?.....

7. Details of accommodation required by the applicant.....

I hereby state that the information given by me above is correct and if any part of it is found incorrect, I shall be liable to be evicted out of the tenement by the Chairman, Managing Committee.

Dated 19..... Applicant's
signature.....

Certified that the applicant is employed under us and that the information given by him in respect of items 2 and 3 above is true and correct, I hereby undertake to deduct the amounts of rent payable by the applicant from his wages and remit the same to the Secretary of the Managing Committee.

Dated 19..... Employer's signature.....

Certified Received Application No..... Form No. 2 (See Rule 7)

S. No.	Name of applicant with father's name	Full address	Date of the receipt of application	Employer's name and address	Locality in which the house is desired	The grounds on which preference, if any, is claimed.	Remarks.
1	2	3	4	5	6	7	8

Form No. 3 This agreement made the.....day of..... 19.. between the Government of Rajasthan (hereinafter called the 'Government') of the one part. Shri..... S/o..... age..... resident of..... (hereinafter called the worker) of the second part and..... (hereinafter called the employer) of the third part. Whereas the Government has allotted and given possession of a house No..... situated at in described in the Schedule, and hereto, to the worker on the rent, conditions and covenant herein contained and upon the employer guaranteeing the payment of the rent in the manner contained hereinafter. Now, this deed witnesses as follows:- It has been agreed by and between the parties hereto as follows:-

- 1. The worker hereby declares that he has taken from the Government a house No.....for his own residence in the locality of..... on a monthly rent of Rupees..... subject to the terms and conditions in the Rajasthan Industrial Housing Allotment Rules, 1947 and as per rules, has paid a deposit equal to one month's rent of the house for which the receipt has been given to him.**
- 2. The worker agrees and hereby authorises the employer to pay on his behalf to the Government every month a sum of Rupees towards the payment of rent out of the wages payable to the worker and remit the same to the Secretary of the Committee. But it shall not absolve worker of the obligation for the payment of the amount of any rent due.**
- 3. The worker agrees that if on account of the worker's failure to pay the rent any arrears are outstanding against him the Government shall be entitled to eject him from house and to recover the arrears of rent as arrears of land revenue.**
- 4. The worker shall always keep the house neat and clean on hygienic principles.**
- 5. The worker shall not put any zinc or other shed etc. or undertake any construction or repairs in the house. If he does so the said construction or repairs shall be demolished. The expenses for its incurred by the Committee shall be paid by the worker.**
- 6. The worker shall not knowingly do any act so as to damage causing any depreciation in value thereof. If he does so, the expenses incurred on its, repairs shall be paid by the worker.**
- 7. The worker shall not commit any act or allow any such act. to be committed, which may create trouble or nuisance to the neighbours or the residents of the locality.**
- 8. If the worker vacates the house at any time before the expiry of the time of tenancy he shall not claim any refund of the amount deposited by him in advance.**

9. The worker shall carry out the instructions that may be given to him by the Chairman from time to time and shall give every facility to any person authorised in this behalf by the Chairman for the inspection of the house after a reasonable previous notice.

10. The worker agrees that whenever he keeps the house locked for more than two months without intimating the Chairman before hand, the Chairman shall be entitled to break open the lock and to take back its possession after preparing the 'Panchnama' and the Chairman or the Committee shall not be responsible for any loss or damage caused thereby to the goods of the worker.

11. The worker shall not vacate the house, without giving the Chairman a week's previous notice in writing and equipments inspected by him. In case of any loss or damage caused by any negligence of the worker to the installation and fittings in the house, the Chairman shall be entitled to recover the same from the amount of deposit. If the loss or damage exceeds the amount of deposit the excess may be recovered as arrears of land revenue.

12. (a) The worker shall not sub-let the house allotted to him or any part thereof to any other worker or person not being a member of his family.

Note.- Sub-letting includes sharing of accommodation with the allottee with or without rent but does not include guests.(b)Should a worker sub-let a house allotted to him or portion thereof or use it for a purpose other than that for which it has been allotted or fails to observe and abide by the terms and conditions contained herein, the Committee may cancel the allotment after giving the worker an opportunity of being heard in the matter.

13.

(1)The tenancy shall commence on the date the house is occupied by the worker and shall continue until-(a)the Chairman requires the house to be vacated;(b)the worker ceases to occupy the house; or(c)it is surrendered to the Committee by the worker;(d)it is otherwise cancelled by the Committee under any rules in this behalf:Provided that if the worker dies, goes on transfer, retires, resigns or ceases to be in the work of the employer the tenancy may, with the approval of the Committee continue up to the period as detailed below:-(i)in the case of death or transfer for a period not exceeding two months from the date of death or transfer as the case may be;(ii)in the case of retirement, resignation or termination of service, for a period not exceeding one month from the date of retirement, resignation or termination of service as the case may be;(iii)in the case of

medical or ordinary leave, for the period of leave: Provided further that in case of (i) and (ii) the worker or his legal representative pays the rent in advance. (2) Where a worker- (i) contravenes any provisions of the agreement; or (ii) continues to occupy the house after cancellation of allotment or occupies the house in contravention of any rules made in this behalf, the Chairman shall, with the previous approval of the Committee, order that the worker be ejected from the house.

14.

(1) Before making an order for eviction, the Committee shall issue a notice requiring the worker to vacate the house within the time specified therein. (2) Failure to comply such notice shall render the worker liable to be ejected from the house. (3) The expenses, if any, incurred for getting the house vacated shall be recoverable from the worker in the manner specified for the recovery of rent.

15. The employer in pursuance of the authority given to him by the worker hereby agrees to guarantee for the regular payment of the rent herein reserved in the manner specified to the Government.

16. (i) The rent shall be a first charge on the wages of the worker and the employer shall, on receipt of a demand note from the Secretary of the Committee, deduct the rent from the wages of the worker and shall remit the amount of rent so deducted to the Secretary on or before the 10th day of each month and in case the employer fails to do so, the arrears of rent shall be recoverable from him.

(ii) The employer shall, within ten days of the death, transfer, retirement resignation or termination of service of a worker, intimate the same to the Secretary of the Committee. Failure of the employer to give intimation shall render him liable to payment of rent for the period for which the worker continues to occupy the house in excess of the period allowed under clause 13 thereof. (iii) The amount due from the employer shall be recovered in the manner herein agreed upon for the recovery of rent.

17. In this agreement where the context so admits "Chairman" means the Chairman of the Committee. 'Committee' means the Managing Committee set up in pursuance of the Rajasthan Industrial Housing Allotment Rules, 1957 and the expression, 'the Government', 'the employer' and 'the worker' shall include their heirs, successor administrators and legal representatives and assigns.

In witness whereof the parties hereto have put their signatures to these presents.

Signed on behalf of the Governor Signed by the worker Signed by the employer

Witness (i)..... (i)..... (i).....

Witness (ii)..... (ii)..... (ii).....

Form No. 4[See rule 15(1)]To.....residing at..... take notice that a sum of Rs..... is due from you on account of rent of House No..... for the period commencing on day of..... 19.... and ending with.....day of.... 19.. and that if within fifteen days from the service of this notice, the said sum is not remitted to the Secretary or sufficient cause for non-payment of the sum is not shown to the satisfaction of the said Secretary, action, will be taken for the recovery of the same from you as arrears of land revenue and for your eviction from the said premises.Dated this.....day of..... 19.....Signatureof the Secretary of theManaging Committee.