

# The U.P. Industrial Housing Rules, 1959

UTTAR PRADESH

India

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### Rule THE-U-P-INDUSTRIAL-HOUSING-RULES-1959 of 1959

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The U.P. Industrial Housing Rules, 1959Published vide Notification No. 722-P/36-374-H-55, dated 1st March, 1961, published in the U. P. Gazette, Part 1-A, dated 11th March, 1961In exercise of the powers conferred by Section 28 of the Industrial Housing Act, 1955 (U. P. Act No. 22 of 1955), the Governor of Uttar Pradesh is pleased to make the following rules :

#### 1. Short title.

- These rules may be called the Uttar Pradesh Industrial Housing Rules, 1959.

#### 2. Definitions.

- In these rules unless there is anything repugnant in the subject or context,-(a)"Act" means the U.P. Industrial Housing Act, 1955;(b)"Agreement" means an agreement in Form "C" appended to these rules;(c)"Chairman" means the Chairman of the Advisory Committee;(d)"Member" means a member of the Advisory Committee;(e)"Form" means a form appended to these rules.

#### 3. Duties and powers of Secretary.

- The Secretary of the Advisory Committee shall carry out routine work of the Committee.

#### 4. Procedure relating to meeting-Disposal of business.

- (1)Every question which the Advisory Committee is required to consider shall be considered either at its meeting or, if its Chairman directs, by sending copies of the necessary papers to all the members for their opinion, provided that the papers need not be sent to a member who is absent from India.(2)Where a question is referred for opinion under sub-rule (1) any member may request that it be considered at a meeting of the Advisory Committee and thereupon the Chairman may allow the request, but if such request is made by four or more members, the Chairman shall direct

that the question be so considered.

## **5. Time and place of meeting.**

- The Advisory Committee shall meet at such place and time as may in each case be fixed by the Chairman.

## **6. Notice of the meeting.**

(1) Notice shall be given to every member of the time and place fixed for each ordinary meeting at least fifteen days before such meeting and each member shall be furnished with a copy of the agenda of the business to be disposed of at that meeting: Provided that when an emergent meeting is called by the Chairman, notice of a shorter period may be given; which would not be less than one week. (2) No business, which is not on the agenda, shall be considered at a meeting without the permission of the Chairman.

## **7. Presiding at meeting.**

- The Chairman shall preside at every meeting of the Committee at which he is present. In the absence of the Chairman the Vice-Chairman shall preside. In the absence of both the Chairman and Vice-Chairman, the members present shall elect one of the members to preside at that meeting. The member so elected to preside at the meeting shall exercise all the powers of the Chairman.

## **8. Quorum.**

- No business shall be conducted at a meeting of the Advisory Committee, whether ordinary or emergent unless at least three members are present: Provided that if at any meeting less than three members are present, the Chairman may adjourn the meeting to a date not less than seven days later, informing the members present and sending notice to other members of the date and time of the adjourned meeting. The business postponed for want of the prescribed quorum shall then be transacted on such date notwithstanding any deficiency in the number of members present.

## **9. Decision by majority.**

(1) Every question that may come, up before the meeting shall be decided by a majority of votes of the members present and voting on that question but any member shall have the right of requiring his dissent to be recorded. (2) Every question referred to the members for opinion shall, unless the Chairman, in pursuance of sub-rule (2) of Rule 4 reserves it for consideration at a meeting, be decided in accordance with the opinion of the majority of members who have submitted their opinion within the time allowed. (3) In the case of an equal division of votes or opinion, the Chairman shall have a casting vote or opinion.

## **10. Minutes of the meeting.**

(1)The proceedings of each meeting of the Advisory Committee will be circulated to all the members of the Committee concerned and thereafter recorded in Minute Book which shall be kept as a permanent record.(2)The record of the proceedings of the meeting shall be signed by the Chairman.

## **11. Terms of office of members.**

(1)A nominated member shall, unless he resigns his office or dies, hold office for a period of two years from the date of the notification appointing him a member but shall be eligible for renomination:Provided that the outgoing member shall continue in office until the appointment of his successor is notified.(2)The official members of the Advisory Committee shall hold office during the pleasure of the State Government.(3)A member nominated to fill a casual vacancy shall hold office for so long as the member, whose place he fills would have been entitled to hold office if the vacancy had not occurred.

## **12. Travelling allowance to members.**

- A non-official member shall be entitled to draw travelling allowance and daily allowance at the ordinary rates as admissible to Government servants of the first class for any journey performed by him for attending each meeting of the Advisory Committee from his ordinary place of residence. The official members will draw travelling and daily allowance as admissible to them under the rules, from their respective departments.

## **13. Resignation.**

- A nominated member may resign his office by a letter intimating his intention to do so to the Chairman of the Advisory Committee.

## **14.**

A nominated member may be declared by the Chairman of the Advisory Committee to have vacated his office-(a)if he becomes insolvent; or(b)if he is convicted of any offence involving moral turpitude; or(c)if he is absent from three consecutive meetings of the Advisory Committee without leave of absence from the Chairman; or(d)if in the opinion of the State Government, it is expedient that he should not continue to be a member of the Advisory Committee; or(e)if he is declared of unsound mind by a competent authority.

## **15. Allotment and procedure of allotment.**

(1)Whenever houses are vacant and the Housing Commissioner is of the view that they should be let out, he will have a notice issued in such manner as he thinks necessary, specifying the number of houses available for allotment and the rent and other particulars thereof along with the terms and

conditions of allotment.(2)A copy of the notice shall be affixed on the Notice-Board of the Housing Commissioner and copies will also be pasted in the area where such houses are vacant.(3)Applications for allotment of houses will be made in Form 'A'.(4)The Housing Commissioner or an officer authorised by him in this behalf will, after considering the application, issue the allotment order in Form 'B'.(5)Before occupying a house, the allottee shall have to execute an agreement in Form 'C'.(6)The possession of the house shall thereafter be given to the allottee by the Housing Commissioner or any other officer authorised by him in this behalf. The conditions of occupation will be such as may be specified in the agreement and as may be prescribed by the Housing Commissioner, from time to time.(7)Any person desiring allotment of the premises shall be required to deposit a security equal to two months' rent before the allotment order is issued in his favour This security will be refundable in case no allotment is made to him or on his vacating the house, after deducting arrears of rent and other dues, losses and damages, if any, as determined by the Housing Commissioner.(8)The Housing Commissioner may make short-term allotment of houses on application of tenants for occasion like marriage and other ceremonies, if vacant houses are available. Allotment for a period not exceeding a month will be made on the terms and conditions which may be prescribed by the Housing Commissioner. The rate of rent and other incidentals to be charged will be at the following rates :Allotment for a period not exceeding 15 days. - Economic rent for 15 days plus extra charges for excess water consumption and use of electricity.Allotment for a period exceeding 15 days but not exceeding a month. - Economic rent for one month plus extra charges for excess water and electricity.Such short-term allotment may also be made to persons other than eligible industrial workers if the Housing Commissioner finds that there is not sufficient demand from eligible industrial workers. Such allotments will however, be made on full economic rent as determined for the houses of that colony and after charging security equal to two months' rent at the full economic rates.The provisions of sub-rules (1) to (7) shall mutatis mutandis apply to a short-term allotment under Rule 8 and the Forms A, B, and C shall also, subject to such adaptations by way of modification, addition or omission as the Housing Commissioner may consider to be necessary, be applicable to the case of such short-term allotment.

## **16. Payment of rent and other dues and the mode of payment.**

- The rent and other dues for every house will be payable in cash monthly by the 5th day of the following month. The occupier will have to deposit the rent and other dues in the office of the Housing Commissioner at such time as may be fixed, from time to time :Provided that the persons authorised by the Housing Commissioner may also collect rent and other dues. A receipt for the payment of rents and other dues will be issued in such form as the Housing Commissioner may prescribe.

## **17.**

[\* \* \*] [Rules 17 and 18 omitted by Notification No. 5333/36-4-600-72, dated 6th August, 1973.]

## 18.

[\* \* \*] [Rules 17 and 18 omitted by Notification No. 5333/36-4-600-72, dated 6th August, 1973.]

## 19. Procedure of appeal.

(1) Any person preferring an appeal to the State Government under Section 22 of the Act, shall address the appeal to the Secretary to Government in the Labour Department in the form of a memorandum in duplicate setting forth concisely the grounds of objection to the order appealed against and accompanied by a typed attested copy of such order. (2) If the appeal is preferred against the order of the Housing Commissioner under Section 21, Government may, before admitting the appeal, require the appellant to deposit the arrears of rent or the damages assessed by the Housing Commissioner in such case.

## 20. Registers and records.

- The records and registers shall be maintained in such form as the Housing Commissioner may, from time to time, prescribe.

## 21. Issue of notices.

- A copy of the notice issued by the Housing Commissioner specifying the time and date of payment of rent or damages, or change in the terms and conditions of allotment and any other incidental matter, shall be affixed on the notice board of the Housing Commissioner and such affixation shall be deemed to be sufficient publication of the notice. Form A [See Rule 15 (3)] Application for Allotment of Quarters (Under Section 10 of the U. P. Industrial Housing Act, 1955) Note.-This Application Form must be filled in duplicate and accompanied by two passport-size photographs of the applicant duly attested by the Manager/Labour Welfare Officer of the factory to which the worker belongs. Incomplete Forms will be liable to rejection.

1. Name of the Colony for which application is made..... Photo: (Passport size)
2. Particulars of the house.....
  - (a) First preference
  - (b) Second preference
3. Applicant's
  - (a) Full name (in block letters).....
  - (b) Father's name.....
  - (c) Present address - House  
No.....  
Mohalla .....

The photo must be duly  
affixed by the applicant

- Post Office.....  
District.....  
(d) Permanent address - Village/House No.  
and Mohalla.....  
Post Office..... Tahsil.....  
District.....
4. Occupation of the applicant (with details).....  
(a) Name of the factory/mill where working.....  
(b) Ticket No.....  
(c) Section.....  
(d) Shift.....  
(e) Period of service.....  
(f) "Whether permanent, substitute or temporary.....  
(The category of worker should be written by the forwarding officer)
5. Pay (including dearness allowance and other allowances).....
6. Employer's full name and address.....
7. Date of commencement of employment under the present employer.....
8. Agreement:

(1)

I hereby agree that in case the quarter is allotted to me, Government/Housing Commissioner may get the payable rent and other dues, deducted from my salary or wages, as the case may be, through my employer every month.

(2)

I further agree and undertake that arrears of rent accrued against me shall also be recoverable from my successor(s), nominee(s), heir(s) or assignee(s).

(3)

I further agree that I shall inform the Housing Commissioner, as soon as I cease to be a worker under the

Factories Act, 1948.

I also agree that the occupation of the house shall at all times be subject to terms and conditions relating to the occupation of such house, as may be prescribed or as may be intimated, from time to time, by the Housing Commissioner, U. P.

(4)

9. Declaration;

I solemnly affirm that I have no house allotted to me in any of the Industrial Labour Colonies.

I hereby declare that the above statement is correct and if any part of the above statement is found incorrect. I shall be liable to vacate the house immediately and to pay the compensation as ordered by the Housing Commissioner.

Dated.....

Signature of the applicant.

10. Certificate of the Employer :

Certified that the applicant whose photograph attested by me is affixed above, is a "worker" as defined in Section 2 of the Factories Act, 1948 and the statement given by him above is, to the best of my knowledge and belief, correct. I shall realize the outstanding dues of rent, if any, from the wages of the worker as per Section 20 of the U. P. Industrial Housing Act, 1955, on hearing from the Housing Commissioner, U. P.

Signature of Manager/Labour Welfare Officer

Note.-The seal of forwarding Officer must be given below his signature. Form B [See Rule 15

(4)] Allotment Order House No..... of Block No..... at..... is allotted to Sri..... son of Sri..... an employee of Messrs ..... Department..... Ticket

No..... Shift..... on a monthly rent of Rs exclusive of electricity and other charges, on the conditions noted below : Assistant Housing Commissioner, U. P. For Housing Commissioner, U. P. Terms and Conditions of Allotment (i) That he shall deposit a security equal to two months' rent of the house, which will be refundable only in case when no house is allotted to him or on his vacating the house : Provided that the security will be refundable only if there are no outstanding dues against him and he produces clearance certificate to the effect from the officer authorized by the Housing Commissioner in this behalf. (ii) That he shall pay the rent and other dues for each month on or before the 15th day of the following month, to the person authorized by the Housing Commissioner, Uttar Pradesh, to receive the same. (iii) That he shall not assign his right of occupation to any other person and shall not subject or otherwise (transfer or part with possession of the house or any part thereof). (iv) That the house will be used and occupied for the purpose of residence only by him and by the bona fide members of his family and not otherwise. (v) That if any damage is caused to the

house or any part thereof or to any fixture, he shall be liable to pay such compensation as may be determined by the Housing Commissioner.(vi)That he shall keep the house in clean and sanitary condition.(vii)That he shall not allow water from any tap to run waste.(viii)That he shall not use the house in a manner as to cause any inconvenience or nuisance or annoyance to the occupants of neighbouring houses.(ix)That he shall not make any addition to or alteration in the house or any part thereof and shall not remove any existing fixtures.(x)That he shall not obstruct the Housing Inspector or other staff employed under the Housing Commissioner in the discharge of official duties. Such obstructions, if any, will make him liable to eviction.(xi)The tenements once allotted, shall not be changed without sufficient reasons.(xii)That as soon as the occupant ceases to be a worker as defined in the Factories Act, 1948, he shall send intimation of the same in writing to the Housing Commissioner. The right of occupation shall then cease forthwith and he shall vacate the premises.(xiii)That he shall abide by all the above conditions and any change in or addition to them of which notice is given to him.

Form C[See Rule 15 (5)]Allotment Agreement FormI hereby agree to take possession of house No.-----Housing Commissioner on monthly rent of Rs.-----terms and conditions:

**1. I shall pay Rs.-----as security before I occupy the house.**

**2. I shall pay the rent at the rate of Rs.-----for each month or at such other rate as may be fixed by the Housing Commissioner, from time to time, on or before the 15th of the following month to the person authorised by the Housing Commissioner, U. P., to receive payment, in his office.**

**3. In addition to the rent for the tenement, I shall pay the electricity charges and excess water charges at the rates fixed and in the manner determined by the Housing Commissioner, from time to time. I shall also be liable to pay any other reasonable charges fixed by the Housing Commissioner.**

**4. I shall also be liable to pay the extra charges fixed by the Housing Commissioner for the electricity appliances used by me, the report of which shall immediately be given to the Housing Commissioner. In case I fail to report the detail of such appliance, I shall be liable to pay a penalty up to Rs. 50 as may be imposed by the Housing Commissioner.**

**5. In the event of non-payment of rent, electricity or excess water charges or any other charges, the Housing Commissioner may, in his discretion, disconnect electricity and water connections.**



**6. I hereby agree that the employer under whom I am employed, shall be competent to deduct from the salary or wages payable to me the rent of the house and other dues every month and to pay the amount so deducted to the Housing Commissioner in satisfaction of the rent and other charges due to him in respect of the premises allotted.**

**7. The Housing Commissioner will be at liberty to appropriate my security more or any part thereof or any other sum which may be due to me by the Housing Commissioner, towards satisfaction to any claim whatsoever which may be due against me and recover the balance, if any, from me or from my employer from the wages/salary earned by me and I shall make good the**

**8. The Housing Commissioner will also be at liberty to recover arrears of rent accrued against me from my successor(s), nominee(s), heir(s) or assignee(s).**

**9. I shall not assign my right of tenancy and shall not sub-let or underlet any part of the house and also shall not share any accommodation with any person other than bona fide members of my family and shall not part with possession of the tenement or any part thereof.**

**10. The tenancy will be terminable by either side, giving to the other, one clear month's notice. If I leave the tenement without notice in writing I shall be liable to pay one clear calendar month's rent in lieu of such notice, and all other charges due from me as provided herein for the notice period.**

**11. Any notice to be served on me will be deemed to be duly and properly given and served if given by a person duly authorised by the Housing Commissioner on his behalf and shall be deemed to have been duly served if it is personally delivered to me or sent to me by post under Postal Certificate or affixed to the outer portion of the house or any conspicuous part thereof.**

**12. The house will be used and occupied for the purpose of residence only by me and by the bona fide members of my family only and not otherwise.**

**13. If any damage is caused to the house or any part thereof or to any fixtures and fastenings therein, I shall be liable to compensate the Housing Commissioner for the same, without prejudice to any other rights or remedy which the Housing Commissioner may have against me.**

**14. I shall not use the house for any illegal or immoral purpose and shall not use it in such manner as to cause any inconvenience, nuisance or annoyance to the adjoining houses or neighbours.**

**15. I shall not keep any animal in the tenement or in the premises of this Colony and shall keep the tenement in a clean and sanitary condition.**

**16. I shall not carry on any kind of business, school, tuition or training class, or medical practice, etc. in the premises allotted to me.**

**17. I shall not allow water from any tap or storage tank provided in the house to run waste and shall not use water for other than household services. I shall be liable to pay excess water charge or other compensation as determined by the Housing Commissioner, from time to time, and shall not use or allow to be used any part of the house as a latrine or urinal and/or shall not throw water or any other thing out of the house, so as to cause annoyance to other tenants of Colony or a public nuisance.**

**18. I shall not make any additions in, or alterations to the house or any part thereof and shall not make any enclosure around or in front of the house. I shall not remove any existing fixtures and fastenings. In the event of my contravening in any way this provision, I shall be liable to pay the damages and cost thereof as determined by the Housing Commissioner.**

**19. I shall not bring or allow to be brought or to remain in the house any person suffering from any contagious or infectious disease.**

**20. I shall not tamper with or damage any trees nor shall I take fruits or flowers or vegetable from the trees in the Colony of which the house is a part.**

**21. I shall not do any kind of white-washing or colouring inside or outside the house without the permission of the Housing Commissioner, U. P., and I shall vacate the quarter for annual repairs without delay whenever required to do so by the Housing Commissioner or any other officer.**

**22. Any officer of the Housing Department or any person authorised by Housing Commissioner in this behalf shall be at liberty to inspect the house.**

**23. As the house has been let to me at a subsidized rent by reason of my being an industrial worker within the meaning of Factories Act, 1948, the tenancy shall cease forthwith as soon as I cease to be an industrial worker.**

**24. In June and December in every year and also whenever required by or on behalf of the Housing Commissioner, I shall provide a certificate from my employers that I continue to be an industrial worker.**

**25. If the premises allotted to me are not occupied by me within fifteen days of the receipt of the allotment order, it shall be treated as cancelled.**

**26. If and when I shall go out for more than a month, I shall inform the Housing Commissioner or the Housing Inspector. If no such information is given or if information is given but dues for the period are not paid, the Housing Commissioner shall have a right to break open the lock in my premises and confiscate the belongings. If no claim for belongings is made by me within a month, it may be auctioned to the extent to which the pay and arrears of pay, if any, recovered fall short of the rent and other charges due from me and the amount so recovered, may be adjusted towards the arrear due from me.**

**27. When required by the Housing Commissioner, I will shift from the quarter allotted to me to another quarter in the Industrial Labour Colony within a fortnight from the date of notice and shall not claim any compensation for such shifting.**

**28. I shall abide by all the above conditions and any charges in or addition to them of which due notice is given to me.**

Witness.....Address.....Tenant's full signatureForm D[\* \* \*] [Form D, Form E and Form F omitted by Notification No. 3533/36/4-600-72, dated 6th August, 1972.]Form E[\* \* \*] [Form D, Form E and Form F omitted by Notification No. 3533/36/4-600-72, dated 6th August, 1972.]Form 'F'[\* \* \*] [Form D, Form E and Form F omitted by Notification No. 3533/36/4-600-72, dated 6th August, 1972.]