

The M.P. Housing Board Regulations, 1977

MADHYA PRADESH

India

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The M.P. Housing Board Regulations, 1977Published vide Notification No. 1842-686-32-76, dated 25-10-1977, published in the M.P. Rajpatra, Part 4 (Ga), dated 2-12-1977 at p. 350In exercise of the powers conferred by Section 103 of the Madhya Pradesh Griha Nirman Mandal Adhiniyam, 1972 (No. 3 of 1973), the Madhya Pradesh Housing Board has made the following regulations, the same having been approved and confirmed by the State Government, namely :-

1. Short title.

- These regulations may be called the Madhya Pradesh Housing Board Regulations, 1977.

2. Definitions.

- In these regulations, unless the context otherwise requires, "Act" means the Madhya Pradesh Griha Nirman Mandal Adhiniyam, 1972 (No. 3 of 1973).

3. Application of certain rules applicable to Government servants.

- The Madhya Pradesh Civil Services (Medical Attendance) Rules, 1958, the Madhya Pradesh Civil Services (Conduct) Rules, 1965 and the Madhya Pradesh Civil Services (Classification, Control and Appeal) Rules, 1966, as amended from time to time, shall apply to the officers and servants of the Board as they are applicable to a Government servant of similar status to the extent they are not inconsistent with the provisions of the Act and these regulations.

4. Punishment of officers and servants.

- All powers under Section 16 other than the power of making promotions and granting leave shall be exercised by the officers competent to make appointments to the respective post as mentioned in Regulation 8.

5. Amount of security.

- The officers and servants of the Board mentioned in column (2) of the schedule below shall furnish the security specified in column (3) thereof.

Schedule

Sl. No.	Officers and servants	Security
(1)	(2)	(3)
1.	Cashier of E.M. Unit	2,000
2.	Cashier of other office	1,000
3.	Rent Collector	1,000
4.	Store-keeper/clerk	1,000
5.	Sub-Engineer	2,000
6.	Work-Assistant	1,000

6. Forms of security.

- The security required under Regulation 5 shall be furnished in one of the following forms, namely :- (a) Cash; (b) Post Office Saving Bank Account; (c) Recurring Deposit Account in any of the Banks specified in column (2) of the First Schedule to the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (No. 5 of 1970);

7. Post Office Savings Deposits and other securities.

(1) A Post Office Savings Bank deposit will be accepted as security, provided that the depositor has signed and delivered to the Postmaster a letter in the prescribed form. Alternatively security in the form of cash may be offered with a request that it be deposited in the Post Office Savings Bank in the name of the pledgee. In the latter case, the pledgee shall send a letter through the person who has to furnish the security explaining the nature of security and requiring the Postmaster to receive the deposit and issue the pass book in his (pledgee's) name. The person who is to furnish the security shall present a letter at the Post Office with the requisite amount in cash and the Savings Bank index card in the prescribed form signed at the foot by the pledger. The Postmaster will deliver the Savings Bank Pass Book to the person pledging the security. The latter shall transmit it without delay to the pledgee. (2) A Pass Book for the deposit in any of the banks specified in column (2) of the First Schedule to the Banking Companies (Acquisition and Transfer Undertakings) Act, 1970 (No. 5 of 1970), will be accepted as security, provided that the account is pledged to the Madhya Pradesh Housing Board. (3) The Housing Commissioner may at the request of the employee, in writing, change the manner of investment of the amount of security deposited and pledged by the employee : Provided that the investment shall be only in any one of the forms mentioned in this regulation. (4) An employee shall have the right to the annual interest on the securities other than those furnished in cash : Provided that in the event of an employee causing any loss to the Board, the interest due to him under this regulation shall be withheld, until the question of recovery or

otherwise of such loss is settled.(5)A security deposit from a Board's servant shall be retained at least for six months from the date when he vacates his post, but the security bond shall be retained permanently or until it is certain that there is no further necessity for keeping it. While returning any security deposit, Iris acknowledgement shall be obtained duly signed and witnessed. When an interest bearing security is returned or re-transferred, the acknowledgement shall set forth full particulars of the security.(6)Return of security deposit and security bond when an employee is transferred. - When an employee who has furnished security in one office is transferred to another office under the control of the Board, the security shall be retained by the first office until the period specified in the security bond has expired, so that any amount ordered to be recovered during that period in respect of his service in the first office may be re-covered from him. On the expiry of the specified period the employee who took the security shall release it from the pledgee in his favour and pass it on to the head of the office to which the employee has been transferred, requesting him to return it to the pledger to get a fresh security bond executed by him and to have the security duly pledged in favour of the proper authority to the extent necessary.The pledger's acknowledgement mentioned above shall, however, invariably be obtained and sent to the head of the first office.The head of the office to which the employee is transferred shall require him to furnish security at once for any amount by which the security required for the new post exceeds that furnished for the former post. Apart from that, he may, if he considers the original security sufficient; wait for it to be passed on and duly pledged against and need not require the employee to furnish fresh security. He shall ascertain from the head of the office from which the employee is transferred, what amount of security he furnished therefor before it is passed on, and shall then decide whether that security will be sufficient or whether the subordinate shall be required to furnish security for the whole or any part of the amount.(7)The employee may nominate a person to receive security deposit in the event of his death while in service or before the security is refunded :Provided that where there is no nomination, the Board shall pay the amount only to the person or persons who produce the orders of a competent Court entitling the said person or persons to receive the amount.(8)The amount of security deposit shall be forfeited in full or in part for lapse of duty as hereunder specified, namely :-(a)Defalcation or misappropriation. - Forfeiture of the entire security even where the amount involved is less than the amount of security deposit.(b)Negligence of duty resulting in loss to the Board. - Forfeiture of an amount equivalent to the loss involved.(c)Any other loss not caused by negligence or inefficiency. - Recovery of actual loss.(9)Any action taken under this regulation shall not prejudice the authority of the Board to impose any punishment upon the employee under the service regulations applicable to him.(10)Form of agreement to be executed. - Every employee offering security shall execute an agreement in the form appended to these regulations or in any other form deemed appropriate by the Housing Commissioner in each case. A reference to each such bond shall be recorded in the register of security deposit.(11)Manner of custody of security deposit and connected documents. - The various documents connected with security deposits shall be kept in the safe custody of the Accounts Officer of the office concerned. All the Savings Bank Pass Books or Bank Pass Books shall be sent to the post office or Bank as soon as possible after the 15th June each year, so that necessary entries on account of interest may be made in them.(12)Time limit for furnishing security by persons already in service. - Persons in the service of the Board on the date of coming into force of these regulations shall furnish security within thirty days of the order requiring them to furnish security.(13)Security to be furnished at the time of joining duty. - When a person is required to furnish security as a condition precedent to his appointment, he shall furnish such

security at the time of joining duty.

8. Appointment of officers and servants of the Board.

- The power of appointing any person on a post under the Board :- (a) which carries a maximum scale of pay not exceeding one thousand and two hundred rupees shall vest in the Chairman; (b) which carries a maximum scale of pay not exceeding seven hundred rupees, shall vest in the Housing Commissioner; (c) which carries a maximum scale of pay not exceeding three hundred rupees, shall vest in the Deputy Housing Commissioner; (d) which carries a maximum scale of pay not exceeding two hundred rupees, shall vest in the Executive Engineer.

9.

(1) Subject to the provisions of sub-rule (2), in respect of leave, the officers and servants of the Board shall be governed by the rules applicable to the Government servants holding corresponding posts under the State Government. (2) The power to grant leave in respect of the officers and servants mentioned in column (2) of the schedule below shall vest in the authorities specified in the corresponding entries in column (3) thereof.

Schedule 2

Sl. No.	Officers and servants	Authorities
(1)	(2)	(3)
1.	Housing Commissioner	Chairman
2.	Executive Engineer, Assistant Engineer C.A.D. Class I officer attached to Head Office.	Housing Commissioner
3.	Staff under the jurisdiction of Deputy Housing Commissioner other than that covered by serial No. 4	Deputy Housing Commissioner
4.	Staff under the jurisdiction of Executive Engineer	Executive Engineer

10. Appointment and functions of committee (under Section 23 of the Act).

(1) Appointment of committees. - The Board may appoint committees consisting of following class of persons :- (i) Members of the Board. (ii) Other persons whose assistance or advice the Board may consider necessary and desirable. (2) A committee shall consist of not less than 3 members. (3) The Chairman or any member of the Board may initiate the proposals for appointment of the committee. (4) Dissolution of committee. - The Board may, at any time dissolve or subject to the provisions of clause (2), after the constitution of any such committee. (5) Functions of the committee. - The Board may, - (i) refer to any such committee, for enquiry any report, any matter relating to any of the purposes of the Act; and (ii) delegate to any such committee, by specific resolution and subject to such restrictions as the Board may specify in this behalf, any of the powers and duties of the Board; (iii) every committee shall conform to such instructions and directions as may, from time to time, be given to it by the Board. (6) (a) A committee shall meet for the transaction of business at least

once in two months.(b)A meeting of committee shall be either ordinary or special.(c)The date of every meeting shall be fixed by the President.(d)Notice of every meeting specifying the time and place thereof and the business to be transacted thereat shall be despatched to every member of the committee three clear days before an ordinary meeting and two clear days before a special meeting.(e)The President of the committee may whenever he thinks fit call a special meeting and shall be bound to do so on receipt of written requisition signed by not less than two members.(f)Every meeting of a committee shall ordinarily be held at the Headquarters of the Board. A meeting may, however, be held at any other place in the State with the approval of the Chairman.(g)No business shall be transacted at a meeting unless a quorum of half of the total number of members be present throughout the meeting.(h)If there be no quorum present at a meeting at any time from the beginning to the end thereof the presiding authority shall, after waiting for not less than thirty minutes, adjourn the meeting to such hour on the following or some other future day as it may reasonably fix. A notice of such adjournment shall be despatched to every member of the committee and the business which would have been brought before the original meeting had there been a quorum thereat shall be brought before the adjourned meeting and may be disposed of at such meeting or at any subsequent adjournment thereof whether there be a quorum present or not.(i)No business other than the business fixed for the original meeting shall be transacted at any such subsequent meeting.(j)Minutes of the proceedings at each meeting of a committee shall be drawn up and recorded in book to be kept for the purpose and shall be signed by the President of the committee.(k)The minutes of the proceedings recorded under clause (j) shall include,-(i)the names of the members present;(ii)the decision of a meeting on every question considered; and(iii)when such decision is not unanimous, the number of votes and the names of members voting for and against such question and the names of those who have remained neutral.(l)All questions brought before any meeting of a committee shall be decided by a majority of the votes of the members present and in the case of an equality of votes, the presiding authority at the meeting shall have a second or casting vote.(7)Term of office. - No person appointed to any committee shall serve on the committee after the expiry of the period for which he was appointed or after the purposes for which he was appointed ceases to exist.(8)Member-Secretary of the Board or an officer not below the rank of Deputy Housing Commissioner nominated by him will be the Member-Secretary of each such a committee.(9)The same rules in regard to T.A./D.A. applicable to the members of the Board will also be applicable to the members of such committees.

11. Powers to incur expenditure under Section 24 of the Act.

- The powers of the Board to give technical sanction to estimates for any single work or scheme and for accepting tenders of any single work or scheme for the purposes of this Act are delegated to the Chairman and the officers of the Board mentioned in column (2) of the table below to the extent of the expenditure specified in column (3) thereof.[Table] [Substituted by Notification No. F. 14 (2)-86-XXXII-1, dated 8-11-1990.]

Sl. No.	Chairman and Officers	Extent of Expenditure
(1)	(2)	(3)

- | | | |
|----|-----------------------------|---|
| 1. | Board | An amount exceeding Rs. 70.00 lakhs. |
| 2. | Chairman | An amount exceeding Rs. 35.00 lakhs but not exceeding Rs.70.00 lakhs. |
| 3. | Housing Commissioner | An amount exceeding Rs. 20.00 lakhs but not exceeding Rs.35.00 lakhs. |
| 4. | Chief Engineer | An amount exceeding Rs. 10.00 lakhs but not exceeding Rs.20.00 lakhs. |
| 5. | Deputy Housing Commissioner | An amount exceeding Rs. 5.00 lakhs but not exceeding Rs. 10lakhs. |
| 6. | Executive Engineer | An amount not exceeding Rs. 5 lakhs but those tenders are not more than 35 per cent, above current schedule of rates. |

Negotiated offers in respect of tenders for works and Schemes shall be accepted by the Chairman and Housing Commissioner only and their power shall be upto 15 lakhs and 5 lakhs respectively. Negotiated offers of amounts exceeding 15 lakhs shall be accepted by the Board only. The Chairman and Housing Commissioner shall report the expenditure incurred by them to the Board and the Deputy Housing Commissioner and Executive Engineers shall report the expenditure incurred by them to the Housing Commissioner for ratification.

12. The Welfare and Recreation of the Staff of the Board under Section 103 (f).

(1) Constitution of Welfare and Recreation Committee. - There shall be a Welfare and Recreation Committee in the Board at Headquarters and in every Housing Division. The committee shall consist of five members including the President, Vice-President, the Secretary and the Treasurer. The members of the committee shall be elected from amongst themselves by the officers and employees of the Housing Board at Headquarters, and of every Housing Division respectively and shall hold office for a period of one year and with effect from the date they take over the charge. (2) Functions of the committee. - The committee shall provide for the welfare and recreational activities of the officers and employees which shall include:-(i) Games (Indoor and Out-door), arranging of sports and competitions in furtherance of these activities; (ii) opening of reading clubs, purchase of magazines, books, newspapers and other periodicals; (iii) such other welfare and recreational activities as may be approved by the Board. (3) Funds of the committee. - The funds of the committee shall consist of subscription made by the Board and grants and donations from other sources. (4) Board's contribution. - The Board may on an application from the committee sanction an annual contribution not exceeding Rs. 500 (Rupees five hundred only) to each of the Housing Divisions every year towards welfare and recreation activities of the staff, provided that at least fifty percent of the sanctioned, amount had been contributed by the staff during the previous financial year. If the contribution of the staff falls short of fifty percent of the Board's contribution, the Board's contribution shall be reduced proportionately. (5) Application for contribution. - Every application for contribution shall be made during the second fortnight of April every year. (6) Accounts. - (1) The committee shall maintain proper accounts and other relevant records and prepare an annual statement of receipts and expenditure. (2) The accounts of the committee shall be checked by the Chief Accounts Officer of the Board. (7) Formation of union. - The

Board reserves the right to accord recognition to one or more associations of the employees of the Board subject to the following conditions :-(i)The said association shall be duly registered under the law relating to the registration of societies for the time being in force.(ii)No person who is not an employee of the Board shall be an office-bearer of such an association.(iii)The constitution of the association will be subject to the approval of the Board.(iv)The accounts of the association will be subject to the approval of the Board.(v)The Board shall have the right to withdraw the recognition of an association after giving the association a reasonable opportunity of being heard. The effect of such withdrawal shall be that the association shall stand automatically dissolved.

13. Fees payable for copies of documents, estimates and plans etc. under Section 103 (9).

(1)Copies of documents, estimates, plans (not part of confidential records) may be supplied by the officer in whose custody such records are kept on payment of fees and on application indicating the purpose for which copy is needed.(2)Fees chargeable for various kinds of records will be as below

(a) Typed or written matter Re. 1.00 per page

(b) Plan and maps Rs. 15.00 per sqr. metre subject to a minimum of Rs. 5.

AppendixTHIS INDENTURE is made the..... day of..... 19....(One thousand nine hundred and.....) between..... residing at No..... (hereinafter called..... THE EMPLOYEES) of the ONE PART AND THE MADHYA PRADESH HOUSING BOARD (hereinafter called the Board) which expression where the context so admits, shall include its successors and assigns of the OTHER PART.

2. WHEREAS the employee was in or about the month of..... 19.... (One thousand Nine hundred and.....) admitted in the office of the Board/Unit as a..... and has been since and is still employed as such.

3. WHEREAS at the time of such admission on the day of the month of..... 19.... (One thousand nine hundred and.....) the employee (name of employee) delivered to and deposited a sum of Rs..... as security for the due and faithful performance by him of his public duties as aforesaid or any other duties which might at any time hereafter be entrusted to him by Board.

4. AND WHEREAS the employee has also read and signed a copy of the Board's regulations governing security deposits in acknowledgement of being bound by all the conditions of the clauses of the said regulations.

5. NOW THIS INDENTURE WITNESSETH that the employee shall and will from time to time and at all times hereafter so long as he shall continue in the service of the Board, truly, diligently, faithfully, honestly, carefully and willingly serve the Board, and perform all such duties of the said office as he shall or may from time to time be directed to perform by the Housing Commissioner for the time being of the Board or such other officer or officers of the Board as the employee shall or may from time to time be placed under by the Board or by the said Chairman/Housing Commissioner.

6. And shall and will devote his while time and attention to the business of the said Board/Unit and shall not nor will be engaged in any other business or pursuit whatsoever either on his own account or as agent for any person or persons, whatsoever.

7. AND shall and will keep secret all the transactions of the said office (except when required by a Court of Law to disclose them) and keep informed the said Chairman/Housing Commissioner or such officer or officers as aforesaid of all such occurrences as shall from time to time come to his knowledge relating to the affairs and business of the said office.

8. AND shall not nor will cancel, waste, make away with, obliterate, deface or in anywise injure, or permit any other person or persons whomsoever so to do any of the bills/ accounts, books, documents, papers, memoranda or writings of whatsoever nature or kind belonging to the Board.

9. AND shall and will duly account for and pay and deliver to the Board and discharge himself of money, bullion, jewels, documents, securities for money, goods and other things which he shall or may hereinafter from time to time during the service in the said office received from the public on the same day on which the same is received by him and shall also on demand deliver up to the Board, all bills, accounts, books, records or other papers of or belonging to the Board.

10. AND shall, and will keep all such bills, accounts, books, documents, securities, papers, memoranda and writings relating to the affairs of the Board, as have hitherto or shall or may hereafter from time to time be entrusted to his charge in a proper and business like manner and make true entries therein of all such moneys or goods, received by him and all

payments made by him or their business transacted on behalf of the Board/Unit.

11. AND shall not nor will leave the service, of the Board without giving one month's previous notice in writing of his intention to do so to the said Chairman/Housing Commissioner.

12. AND THIS INDENTURE FURTHER WITNESSETH that, in consideration of the premise the employee both hereby for himself, his executors, administrators, legal representatives covenants with the Board that, in case default be made at any time in the observance, performance and execution of the several covenants and things hereinbefore expressed to be observed, performed and done by the employee then in such case, it shall and may be lawful for the Board to apply the said security of Rs..... (Rupees.....) in or..... towards..... the payment, satisfaction and discharge of all such sum or sums of the money, damages, solicitor's costs and other charges and expenses as by reason of such default shall or may be due and owing to or have been incurred by the Board. And the employee both hereby further covenants for himself, his executors, administrators and representatives with the Board that he the employee will abide by the decision of the Housing Commissioner for the time being of the said Board as to the amount of damages sustained by him by reason of any such default on his part as aforesaid and such decision shall be final and conclusive between the parties and upon such decision the said Housing Commissioner shall be entitled to deduct the amount found by him to be due from the employee from the amount of Rs..... (Rupees) deposited with Board as his security without making any written or formal award or demand for the amount so found due. Employee both also hereby further covenants for himself, his executors, administrators and representatives with the Board that upon conviction before any Court upon any charge or charges of fraud, embezzlement, breach of trust, misappropriation, cheating or other misconduct of the employee in any way connected (with the public duties hereinbefore covenanted be observed) and performed by the employee or connected with the receipt by the employee of any moneys, goods or things received by him from the public as the servant of the Board/ Unit their successors or assigns the said security given by as aforesaid shall become absolutely forfeited to the Board and no action, suit or other proceedings shall lie by the employee against the Board in respect

thereof.

13. AND FURTHER IT SHALL BE LAWFUL FOR THE BOARD to recover the value of the actual loss incurred by the Board consequent on the negligence of duties hereinbefore specified or inefficiency or due to any other reasons whatsoever on the part of the employee from the amount of Rs..... (Rupees.....) deposited by the employee as security and the employees shall immediately when called upon to do so make good any deficiency in his security deposit caused by such recovery.

14. AND FURTHER it shall be lawful for the Board to retain the said security for a space of six calendar months from the date of the employee either ceasing to be in the service of the Board or if he is permanently transferred to a post in the Board in which security is not stipulated subject to such claim as shall or may arise thereupon for or by reason or on account of such default, prosecution and conviction as aforesaid.

15. AND the Board do hereby for themselves covenant with the employee, his executors, administrators and assigns that until default shall happen to be made in the performance, observance and execution of the several covenants and things hereinbefore expressed to be performed, observed and done by the employee, the Board shall permit and suffer the employee, his executors, administrators and assigns to receive such interest as they may realise.

IN WITNESS WHETTERED the employee hath hereunto set his hand and the Common Seal of the Board has been hereunto affixed in the presence of the Housing Commissioner signed and delivered by the above named..... at..... in the presence of.....The common seal of the Board..... has been affixed in the presence of Housing Commissioner, Madhya Pradesh Housing Board.Chairman, Housing Board, Madhya Pradesh.