

(16) ①

Jaipur, May 8, 1957.

No. F-1 (36) Lab/56 - Whereas it is expedient to regulate the allotment and rent collection of houses constituted 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:-

RULES

1. (1) These rules may be called the 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.~~
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~~2. Definitions.- In these rules unless there is anything repugnant in the subject or context:-~~
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 owing or having the charge of an industrial establishment employing workers and includes the manager, agent or 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 these rules;
- (f) "Government" means to 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.

(18) (u)

(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 Indus. and Housing Scheme, shall consist of:-

- | | | |
|---|---|------------------|
| a) Collector of the District, | - | Chairman |
| b) One representative of Labour Department. | - | Vice-Chairman. |
| c) Two representative of employers to be nominated by Government. | - | Members. |
| d) Two representatives of workers to be nominated by Government. | - | Members. |
| e) Labour Officer of the Division. | - | Member Secretary |

3) 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 employers 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 meeting 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 on

e) The minutes of 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 modifications as may be necessary, at the next meeting and shall be signed by the Chairman.

5. Eligibility for allotment:- The houses constructed under the Scheme shall be allotted only to workers. Applic

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 employers, and
- b) by publication in one or more local newspapers.

7. Maintenance of Register:- A register shall be maintained in Form 2, in which application 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 length of service, provided that the committee may, in its discretion, allot, out of turn 10 percent of the accommodation available, for reasons to be recorded in writing in each case.

9. Execution of agreement:- (1) 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 and published.

(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 possess such residence and
- (b) who is a worker employed on permanent basis over a temporary employee.

11. Sub-letting of 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 herein, 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...

(1) contravenes any provision of the agreement executed under rule 9 or

(11) 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 for ejection:- (1) Before making an order under rule 12, the Committee shall issue 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 workers and every employer shall, on receipt of a demand from the Secretary of the Committee, deduct the amount from the wages of workers and shall remit the amount of rent so deducted to the Secretary on or before the 10th day of each month.

(ii) The employer shall, within ten days of the death, transfer, retirement, resignation or termination of service of 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 12.

(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 Committee may order that the worker be ejected from the house.

16. Examination of records:- The Government shall examine the records of any correspondence referred to and disposed of by the Chairman and pass such orders 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 rules:- 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 (1)

See rule 5

To.....
.....

1. Applicant's
2. (a) Full name (in Block letters):-
(b) Present residential address
2. (a) Applicant's occupation (in detail)-
3. 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. (i) How long has the applicant been in the employment of the employer?
(ii) 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.

Signature of Applicant

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,
Receiving Clerk's Initials.

CERTIFIED
Received application No.

FORM (2)

See Rule 7

2. Name of applicant with father's name.	3. Full address.	4. Date of receipt of application.	5. Employers' Name and address.	6. Locality in, which the house is desired.	7. The grounds on which preference is claimed, if any is claimed.

FORM NO. 3

THIS AGREEMENT MADE THE DAY of 195

BETWEEN the Government of Rajasthan (hereinafter called the "Government") of the one part.

Shri.....s/oagc..... resident of.....(hereinafter called the employer) of the second part..... (hereinafter called the employer) of the third part.

WHEREAS the Government has allotted and given possession of a house No.....and situate at..... in..... described in the Schedule, added hereto, to the worker on the rent, conditions and covenants herein contained and upon the employer guaranteeing the payment of the rent in the manner contained hereinafter;

For this ^{deed} witnesseth as follows:-

It has been agreed by and between the parties here to 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

2. The worker agrees and hereby authorises the committee 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 that shall not absolve the 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 and 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 any other sheet 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 demolition incurred by the Committee shall be paid by the worker.

6. The worker shall not knowingly do any act so as to damage the house 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 beforehand, the Chairman shall be entitled to break open the lock and to take back its possession after repairing the lock 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 the house inspected by the Chairman.

25 11

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 sublet the house allotted to him or any part thereof to any other worker or person not be 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 any 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 worker shall forfeit the 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 wages of the employer the tenancy shall, with the approval of the Committee, continue up to the period detailed below :-

(1) 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 the worker :-

(i) Contravenes any provision of the agreement; or

(ii) Continues to occupy the house after cancellation of allotment or occupies the house in contravention of any rules in this behalf, the Chairman shall, with the previous approval of the Committee, order that the worker be evicted from the house.

(2) Failure to comply with 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 the regular payment of the rent herein reserved in the manner herein specified to the Government.

16(1) 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 so 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 for payment of rent for the period for which the worker continues to occupy the house in excess of the period allowed under clause 13 hereof.

(iii). The amount due from the employer shall be recovered in the manner herein agreed upon for the recover 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 ~~expressions~~ Rajasthan Industrial Housing Allotment Rules, 1957 and the expressions, "the Government" the "employer" and the "worker" shall include their heirs, successors, administrators and legal representatives and assigns.

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

Signature on behalf of the Governor	Signed by the worker	Signed by the Employer
.....
.....(14).....

27 13

FORM (4)

See Rule 15 (1)

To

.....
 residing at.....
 take notice that a sum of Rs..... is due from
 your on account of rent of House No..... for the
 period commencing on day of 19 and
 sendingwith days of that if
 with in fiteen days from the service of this
 notice, the said sum is not remitted to the Secretary
 or officient 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

Signature

of the Secretary of the Managing
Committee,

By Order of the Governor,

A.K. RGY,
Secretary to the Government.

Sharma/15.7

(832) (2)
GOVERNMENT OF RAJASTHAN
LABOUR & EMPLOYMENT DEPARTMENT

4(5)(5)Lab/HS/Plan/Allot/Rules/76-77/1-284, Dated the 14 July 76

NOTIFICATION

In supersession of order No. F.9(1)(55)Lab/63-II/ dated 6th Oct., 1976, the State Government hereby appoint the following as Chairman and Secretary of the Managing Committees of the Industrial Housing Schemes in Rajasthan in pursuance of Rule 3(2) of the Rajasthan Industrial Housing Allotment Rules, 1957.

- | | |
|--|-------------------------|
| <u>Industrial Housing Scheme, Jaipur</u>
(i) Regional Asstt. Labour Commissioner, Jaipur.
(ii) Labour Inspector (Welfare). | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Pali.</u>
(i) Labour Welfare Officer, Jodhpur.
(ii) Labour Inspector (Welfare) Pali. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Bhilwara.</u>
(i) Labour Welfare Officer, Bhilwara.
(ii) Labour Inspector (Welfare) Bhilwara. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Beawar.</u>
(i) Labour Welfare Officer, Ajmer. (BEWAR)
(ii) Labour Inspector (Welfare) Beawar. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Zawarmines.</u>
(i) Labour Welfare Officer, Udaipur.
(ii) Labour Inspector (Welfare) Zawarmines. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Sawaimadhopur.</u>
(i) Labour Welfare Officer, Bharatpur.
(ii) Labour Inspector (Welfare) Sawaimadhopur. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Sri Ganganagar.</u>
(i) Labour Welfare Officer, Bikaner.
(ii) Labour Inspector (Welfare) Sri Ganganagar. | Chairman.
Secretary. |
| <u>Industrial Housing Scheme, Kota.</u>
(i) Labour Welfare Officer, Kota.
(ii) Labour Inspector (Welfare) Kota. | Chairman.
Secretary. |

These will be no change in the other members of the Committee, until or unless it is re-constructed in accordance with the Rule 4(d).

This bears Government approval vide their I.D.No. 2526/STEP/76 dated 29.6.76.

By Order of the Governor,

[Signature]
Labour Commissioner and
Dy. Secretary to the Govt. of Raj.
10284-308

No. F.4(5)(5)Lab/HS/Plan/Allot/Rules/76 Jaipur, dated the 14 July, 76

Copy forwarded to the following for information and necessary action:-

- 1-The Regional Dy. Labour Commissioner, _____.
- 2-The Regional Asstt. Labour Commissioner, _____.
- 3-The Labour Welfare Officer, _____.
- 4-The Labour Inspector (Welfare) _____.

राजस्थान सरकार
श्रम विभाग

क्रमांक:-एफ.4/औ0आ0यो0/स0माधोपुर/श्रम/90/

जयपुर, दिनांक:- 22.10.2007 27/10/07

आदेश

श्रम विभाग द्वारा राज्य के विभिन्न जिलों में भारत सरकार की सहायता प्राप्त औद्योगिक आवास योजना के अन्तर्गत निर्मित भवनों का स्वामित्व/मालिकाना हक श्रमिकों/आवासियों को देने हेतु भारत सरकार के निर्माण और आवास मंत्रालय के पत्र क्रमांक एन-14024/17/77 एच0आई0 नई दिल्ली दिनांक 19.2.1978 के दिशा-निर्देशों के अनुसरण में, कार्यालय के पूर्व आदेश क्रमांक प. 4(7) (5) श्रम/औ0 आ0 यो0 /मा0 हक/79-80/12715-25 दिनांक 19.9.1983, प.4 (24) (5) औ0 आ0 यो0/श्रम/पंचम/प्लान/लेखा-1/74-75/5318-34 दिनांक 6.4.1985 एवं प. 4 (1) (1) औ0 आ0 यो0/मा0 हक/श्रम/96-97/841 दिनांक 22.1.1997 जारी किये गये थे।

उपरोक्त वर्णित आदेशों के क्रम में अधिकांश आवासों का मालिकाना हक श्रमिकों को दिया जा चुका है, परन्तु सवाईमाधोपुर एवं फलौदी क्वारी स्थित सहायता प्राप्त औद्योगिक आवास योजना के अन्तर्गत निर्मित भवनों का मालिकाना हक श्रमिकों को नहीं दिया गया, जिसके सम्बन्ध में विभिन्न श्रम संगठनों/श्रमिकों द्वारा निरन्तर मांग की जाती रही है। श्रमिकों/श्रम संगठनों की मांग के परीक्षण हेतु अधिकारियों की समिति गठित की गई एवं समिति की रिपोर्ट पर राज्य सरकार द्वारा विचार किया गया है तथा समिति की अनुशंसा पर राज्य सरकार द्वारा लिये गये निर्णयानुसार सवाईमाधोपुर एवं फलौदी क्वारी स्थित सहायता प्राप्त औद्योगिक आवास योजना के अन्तर्गत निर्मित भवनों का मालिकाना हक, उपरोक्त वर्णित आदेशों के अनुसार मूल आवंटियों/उनके आश्रितों अथवा भवनों में निवास करने वाले व्यक्तियों को देने के संबंध में, आदेश दिनांक 22.1.1997 के अनुरूप निम्न निर्देश जारी किये जाते हैं -

- 1- जिन आवासों में श्रमिक गत 5 वर्षों से निवास कर रहे हैं एवं जिनके कब्जे में आवास रहे हैं, उनसे स्टेण्डर्ड रेंट से मय पैनल्टी (शास्ती) तथा भूमि एवं भवन की निर्धारित कीमत एक साथ जमा कराने पर मालिकाना हक दिया जावेगा।
- 2- श्रमिकों के अतिरिक्त रह रहे आवासीयों से स्टेण्डर्ड रेंट मय पैनल्टी के तथा भूमि एवं भवन की निर्धारित कीमत की डेढ गुणा कीमत एक साथ जमा कराने पर मालिकाना हक दिया जावेगा।

उपरोक्त शर्तों के अतिरिक्त कार्यालय के पूर्व आदेश प. 4(24)(5) औ0आ0यो0/श्रम/पंचम/प्लान/लेखा-1/74-75/5318-34 दिनांक 6.4.1985 में वर्णित की गई शर्तों का लाभ भी श्रमिकों को दिया जावेगा, परन्तु वेतन हेतु निर्धारित सीमा प्रभावी नहीं होगी।

अतः एतद्वारा आदेश दिये जाते हैं कि उपरोक्त वर्णित शर्तों के अनुसार सवाईमाधोपुर एवं फलौदी क्वारी स्थित सहायता प्राप्त औद्योगिक आवास योजना के अन्तर्गत निर्मित भवनों का मालिकाना हक मूल आवंटियों/उनके आश्रितों अथवा भवनों में निवास करने वाले व्यक्तियों को दे दिया जावे।

यह आदेश राज्य सरकार की आई0डी0संख्या-2052/पी0 एस0/श्र0 नि0/07 दिनांक 5.10.2007 तथा 2169/पी0एस0/श्र0नि0/07 दिनांक 18.10.2007 की अनुपालना में जारी किये जाते हैं।

EL
(एस0एम0मीणा)
श्रम आयुक्त
राजस्थान, जयपुर।

कमांक:-एफ.4/औ0आ0यो0/सैमाधोपुर/श्रम/90/२४17१-7४ जयपुर, दिनांक:- 22.10.2007

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है :-

- 1- विशिष्ट सहायक, श्रम मंत्री राजस्थान सरकार, जयपुर।
- 2- निजी सचिव, प्रमुख शासन सचिव, श्रम एवं नियोजन राजस्थान जयपुर।
- 3- संयुक्त श्रम आयुक्त(आई0आर0) मुख्यालय, जयपुर।
- 4- सम्भागीय संयुक्त श्रम आयुक्त, कोटा।
- 5- सहायक श्रम आयुक्त, सवाईमाधोपुर।
- 6- श्री जीवराजसिंह, सहायक श्रम आयुक्त, जयपुर रीजन जयपुर।
- 7- कार्यालय प्रति।

[Signature]
अतिरिक्त श्रम आयुक्त
राजस्थान, जयपुर।