THE HARYANA HOUSING BOARD ACT, 1971

Act No. 20 of 1971

[Received the assent of the President of India on the 14th may,1971 and published in Haryana Government Gazette (Extraordinary) of May 18, 1971 for general information.]

1	2	3	4
Year	No	Short title	Whether repealed or otherwise affected by later Legislation
1971	20	The Haryana Housing Board Act, 1971	

AN
ACT

To provide for measures to be taken to deal with and satisfy the need of housing accommodation .

Be it enacted by the Legislature of the State of Haryana in the Twenty- second year of the Republic of India as follows:-

CHAPTER I

PRELIMINARY

Short title, extent

1. (1) This Act may be called the Haryana Housing Board Act, and commencement 1971.

(2) It extends to the whole of the State of Haryana.

(3) It shall come into force on such date as the State Government may by notification appoint in this behalf.

Definitions

2. In this Act, unless the context otherwise require:-

(a) " Adjoining Area" means such area as may be specified to be an adjoining area under 21,

(b) " Board" means the Housing Board Haryana, established and constituted under section 3, (c) "Board premises" means any premises belonging to or vesting in the Board or taken on lease by the Board or, entrusted to the Board under this act for management and use for the purposes of this Act.

(d) "Building materials" means such commodities or articles as are specified by the State Government by notification to be building materials for the purposes of this Act,

(e) "Bye-laws" means bye-laws made under section 75,

(f) " Chairman" means the Chairman of the Board,

(ff) "Chief Administrator" means the Chief Administrator of the Board, (g) " Competent authority" means any person authorized by the State Government, by notification, to perform the functions of the competent authority under Chapter VI for such area as may be specified in the notification,

2. This Act was enforced from 1st August 1971 vide notification No. 2532 -HB-7112145 dated 20 1971.

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(h) " Housing Scheme" means a housing scheme made under this Act,

(i) 'Land" includes benefits to arise out of land and things attached to the earth or permanently fastened to anything attached to the earth,

(j) 'Local authority' means a municipality constituted under the Punjab Municipal Act, 1911 (Punjab Act 3 of 1911), or a Gram Panchayat constituted under the Punjab Gram Panchayat Act, 1952 (Punjab Act 4 of 1953), or a Panchayat samiti or a Zila Parishad constituted under the Punjab Panchayat samitis and Zila Parishads Act, 1961 (Punjab constituted under the Punjab Panchayat Samitis and Zila Parishads Act, 1961 (Punjab Act 3 of 1961), or an improvement Trust constituted under the Punjab Town improvement Act, 1922 (Punjab Act 4 of 1922),

(k) " Member" means a member of the Board and includes the Chairman and Chief Administrator,

(I) " Premises" means land, any building or part of a building and includes,-

(i) Gardens, grounds and out-houses, if any, appertaining to such building or part of a building, and

(ii) Any fitting affixed to such building or part of a building for the more beneficial enjoyment thereof,

(m) " Prescribed" means prescribed by rules,

(n) " Programme" means the annual housing programme prepared by the Board under section 23,

(o) " Regulations" means regulations made under section 74,

(p) " Rent " means the amount payable to the Board in respect of the occupation of the Board's premises and includes the charges for water and electricity payable in respect of water and electricity used or consumed in the premises,

(q) "Secretary" means the Secretary of the Board,

(r) " Tribunal" means the Tribunal specified under section 46,and

(s) 'Year' means the year commencing on the 1st day of April and ending on the 31st day of March.

CHAPTER II
ESTABLISHMENT OF THE BOARD

Establishment and

3. (1) With effect from such date as the State Government may, by notification appoint in there shall be establishment for carrying out the purposes of this Act a Board to be known as "the Housing Board Haryana" with headquarters at such place as the State Government may specify.

(2) The Board shall, by the name aforesaid, be a body corporate having perpetual succession and a common seal, and subject to any restriction by or under this Act or the rules made thereunder, shall have the power to acquire, hold, administer and transfer property, movable or immovable, and to enter into contracts, and shall by the said name sue or be sued and do all such things as are necessary for which it is constituted.

(3) For the purposes of this Act and the Land Acquisition Act 1894 the Board shall be deemed to be a local authority.

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Explanation - The purposes of this act referred to in sub-section (3) include the management and use of lands and buildings belonging to or vesting in the Board under or for the purposes of this Act and the **exercise** of its rights over and with respect to such lands and buildings for the purposes of this Act.

(4) The Board shall consist of a Chairman, a Chief Administrator and such other members not more than twelve and not less than six, as the State Government may, from time to time by notification, appoint: " Provided that the Chief Administrator shall be appointed from amongst officers of the rank of Head of the Department or Joint secretary of the State Government".

(5) The Chairman, the Chief Administrator or a member may at any time resign his office by submitting his resignation to the State Government: Provided that the resignation shall not take effect until it is accepted.

(6) Until the Board is established and constituted in accordance with the provisions of the preceding sub-sections, the State Government may constitute a Board consisting of one person, who shall be an officer of the State Government, to be appointed by the state Government, and a Board so constituted shall, as from the commencement of this Act and for a period not exceeding one year from such commencement, be deemed to be the Board established and constituted for the purpose of carrying out all the provisions of the Act.

Non- 4 The East Punjab Urban Rent Restriction Act, 1949, shall not East Punjab Act apply nor shall be to have ever applied, to any land or 3 of 1949 building belonging to or vesting in the Board under or for the purposes of this Act, and as against the Board to any tenancies or other like relationship created by the Board in respect of such land or building but shall apply to any land or building let to the Board.

Leave of absence 5 The State Government, may, from time to time, grant to the of Chairman and Chairman and the Chief Administrator such leave as may be Chief Administrator admissible under the rules made under this Act and any person whom the State Government appoints to act for the Chairman or the Chief Administrator during such absence on leave shall, while so acting, be deemed for all purposes of this Act, to be the Chairman or the Chief Administrator, as the case may be.

Disqualification 6 (1) A person shall be disqualified for being appointed or for continuing as the Chairman o of the Board if he-

(a) holds any office or place of profit under the Board

(b) is of unsound mind,

(c) is an undischarged insolvent,

(d) has, directly or indirectly by himself or by any partner,any share or interest in any contract or employment with, by or on behalf of, the Board,.

(e) is a Director or a Secretary, Manager or other salaried officer of any incorporated company which has any share or interest in any contract or employment with, by or on behalf of the Board, or

(f) has been convicted of any offence involving moral turpitude,

(g) in the opinion of the State Government -

(i) has become incapable of acting, or

(ii) is otherwise unfit to continue as a member.

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(2) A person shall not be disqualified under clause (d) or clause (e) of sub-section (I) or be deemed to have any share or interest in any contract or employment within the meaning of the said clause, by reason only of his or the incorporated company of which he is Director, Secretary, Manager or other salaried officer, having a share or interest in any newspaper in, which any advertisement relating to the affairs of the Board is inserted.

(3) A person shall not also be disqualified under clause (d) or clause (e) of sub-section (i) or be deemed to have any share or interest in any incorporated company which has any share or interest in any contract or employment with, by or on behalf of, the Board, by reason only of his being a shareholder of such company. Provided that such person discloses to the state government the nature and extent of the shares held by him.

Terms of office and conditions of service. 7. (1) Every member shall hold office for a period of three years from the date of his appointment: Provided that after the expiry of the period of his appointment, a person shall be eligible for reappointment as a member.

(2) Every member shall receive such salary and allowances as may be prescribed.

(3) The salary and allowances to the members shall be paid from the fund of the Board and such salaries and allowances and other conditions of service shall be such as may be prescribed.

Chairman, Chief Administrator and other members of the Board to hold office during the pleasure of the State Government. 7A. Notwithstanding anything contained in section 3 or other section 7 or any other provision of this Act, the Chief Administrator and other members shall hold office during the pleasure of the State Government.

Filling of vacancies 8. (1) If a vacancy occurs in the office of Chairman, Chief Administrator or other member by resignation, removal, disqualification or otherwise the vacancy shall be filled by the State Government by appointing a new Chairman, Chief Administrator or other member to that office.

(2) Chairman, Chief Administrator or any other member appointed to fill the vacancy shall, notwithstanding anything contained in section -7, hold office for the unexpired portion of the term of his predecessor.

Proceedings 9. No disqualification of or defect in the appointment of, any person Presumed to be Chairman, a Chief Administrator or a member shall be good and valid deemed to vitiate any act or proceedings of the Board if such act or proceeding is otherwise in accordance with the provisions of this Act.

Temporary absence of members and the Chief Administrator is by infirmity or otherwise rendered temporarily incapable of performing his duties or is absent on leave or on any other ground not resulting in the cessation of his membership, the state Government may appoint another person to officiate for him and perform his duties under this Act, or any rule or regulation made thereunder. 10. If any member of the Board other than the Chairman

Officers & servants 11. (1) The State Government may appoint a Secretary of Board the Board on such terms conditions of service as it may deem fit.

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(2) The Board may create such other posts and appoint such other officers and servants thereto as it may consider necessary for the efficient discharge of its duties: Provided that the previous sanction of the State Government shall be obtained for this purpose in respect of such categories of posts as may be specified by it from time to time, by notification".

(3) Subject to the provisions of sub-section (1), the conditions of service, functions and duties of the officers and servants of the Board shall be such as may be determined by regulations.

Provident Fund. 12. (1) The State Government shall establish a Contributory Provident Fund for the officers servants of the Board and as such Provident Fund (hereinafter called " the Fund") shall, notwithstanding anything contained in section 8 of the

Provident Fund Act, 1925, be deemed to be a Government Provident Fund for the purposes of the said Act.

(2) The Board shall, in respect of each of its employees who is subscriber to the Fund, pay into the Fund such portion of the contribution in such manner as the State Government may, from time to time, determine.

General disqualification- and or his partner or agent, Board or in any officer or servant

13. No Person who has, directly or indirectly, by himself tions of officers any share or interest in any servants contract, by or on behalf of the employment under, by or on behalf of the Board, otherwise than as an thereof, shall become or remain an officer or servant of the Board.

Appointment of

14. Subject to any rules made under this Act. The Board Committees may, from time to for any particular local area appoint one or more committees for the purpose of discharging such duties or performing such functions as it may delegate to them and any such committee may discharge such duties or perform such functions with due regard to the circumstances and requirements of that local area.

Meetings of the

15. The Board shall meet and shall from time to time Board make such bye-laws with day, time, place, notice, management and adjournment of its meetings as it thinks fit, subject to the following provisions, namely:-

(a) an ordinary meeting shall be held at least once in three months,

(b) The Chairman may, whenever he thinks fit, call special meetings,

(c) every meeting shall be presided over by the Chairman and in his absence by any member chosen by the members present at the meeting for the occasion,

(d) The quorum for every meeting shall be one-third of the number of members actually serving for the time being,

(e) All questions at any meeting shall be decided by a majority of the members present and voting and in the case of equality of votes, the person presiding shall in addition to his vote as a member, have second or casting vote, and.

(f) The minutes of the proceedings of each meeting shall be recorded in a book to be provided for the purpose and a copy of such minutes shall be forwarded to the State Government in the department concerned.

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Association of

16 (1) The Board may associate with itself, any person persons with Board. Whose assistance advice it may deem fit for carrying into effect any of the provisions of this Act.

(2) A person associated with the Board under section

(1) for any purpose shall have the right to take part in the meetings of the Board relevant to that purpose, but shall not have the right to vote.

(3) The State Government may, by order, depute its representatives to attend any meeting of the Board, on such items or subjects as the State Government may specify, but such representatives shall not have the right to vote.

Power to make

17. The Board may enter into and perform or require the contracts. Performance of all acts as it may consider necessary or expedient for carrying out any of the purposes of the Act.

Execution of contracts

(1) Every contract shall be made in the name of the board by the Chief Administrator or officer of the Board as may be authorized by it, Provided that no contract involving an expenditure of twenty lacs rupees or more shall be made without the previous sanction of the State Government.

(2) Sub - section (1) shall apply to every variation or abandonment of a contract or estimate as well as to an original contract or estimate.

(3) Every contract for and on behalf of the Board shall, subject to the provisions of this section, be entered into in such manner and form as may be prescribed.

(4) A contract not made or executed as provided in this section and the rules made thereunder shall not be binding on the Board.

Delegation of Board's powers to Sanction contracts. 19. Omitted

CHAPTER III

HOUSING SCHEMES

Duty of Board to undertake housing schemes. 20. Subject to the provisions of this Act and subject to the control of the State Government, the Board may incur expenditure and undertake works in any area for the framing and execution of such housing schemes as it may consider necessary from time to time or as may be entrusted to it by the State Government.

Matter to be provided for by scheme. 21. Notwithstanding anything contained in any other law for the time being in force, any housing schemes may provide for all or any of the following matters, namely:-

(a) acquisition by purchase, exchange or otherwise of any property necessary for or affected by the execution of the scheme,

(b) acquisition by purchase, exchange or otherwise of any land, division of the same into plots and the sale thereof after developing it or otherwise to co-operative societies or other persons, in accordance with the scheme,

(c) Laying or re-laying out of any land comprised in the scheme,

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(d) distribution or re-distribution of sites belonging to owners of property comprised in the scheme,

(e) The closure or demolition of dwellings or portions of dwellings unfit for human habitation,

(f) demolition of obstructive buildings or portions of buildings,

(g) The construction and re-construction of buildings, their maintenance and preservation,

(h) Sale, letting or exchange of any property comprised in the scheme,

(i) Construction and alternation of streets and back lanes,

(j) Drainage, water- supply and lighting of the area included in the scheme,

(k) Parks, playing-fields and open spaces for the benefit of any area comprised in the scheme and the

enlargement of existing parks, playing- fields, open spaces and approaches,

(l) sanitary arrangements required for the area comprised in the scheme, including the conservation and

prevention of any injury or contamination to rivers or other sources and means or water- supply

(m) Accommodation for any class of inhabitants, industries, institutions, offices, local authorities, co-operative

or corporate bodies,

(n) Advance of money for the purpose of the scheme,

(o) Facilities for communication and transport,

(p) Collection of such information and statistics as may be necessary for the purpose of this Act, and

(q) any other matter for which, in the opinion of the State Government, it is expedient to make provision with

a view to provide housing accommodation and, or, to the improvement or development of any area comprised in the scheme or any adjoining area or the general efficiency of the scheme.

Explanation- For the purposes of this section the State Government may, on the recommendation of the Board, by notification,

specify area surrounding or adjoining the area included in a housing scheme to be the adjoining area.

No housing scheme to be made for area for which an improvement scheme has been included in the scheme or scheme or be inconsistent with any other enactment for the time being in force, nor planning scheme.

22(1) No housing scheme shall be made under this act for any improvement sanctioned by the State Government under Punjab Town improvement Act, 1922 or any other enactment for the time being in force. Any housing scheme made under this Act shall contain anything, which is inconsistent with any of the matter included in a town planning scheme sanctioned by the State Government under the Haryana Municipal Act, 1973, or other enactment for the time being in force.

(2) If any dispute arises whether a housing scheme made under this Act includes any area included in an improvement scheme sanctioned under any enactment referred to in sub-section (1) or contains anything inconsistent with any matter included in a town planning scheme sanctioned under the Haryana Municipal Act, 1973 or any other enactment for the time being in force, the same shall be referred to the State Government whose decision shall be final.

Preparation and submission of annual Budget and establishment

23. (1) Before the first day of December in each year, the Board shall prepare and forward to the State Government in such form as may be prescribed,-

(i) a programme,

(ii) a budget for the next year, and

schedule. (iii) a schedule of the staff of officers and servants already employed and to be employed the next year,

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(2) The programme shall contain-

(i) Such particulars of housing schemes which the Board proposes to execute whether in part or whole during the next year as may be prescribed,

(ii) The particulars of any undertaking which the Board proposes to organize or execute during the next year for the purpose of the production of building materials, and

(iii) Such other particulars as may be prescribed.

(3) The budget shall contain a statement showing the estimated receipts and expenditure on capital and revenue accounts for the next year.

Sanction to progra- 24. The state Government may sanction the programme, budget and es- budget and the schedule of the staff of officers and servants forwarded to it with such modification as it deems fit.

Tablishment schedule 25. The State Government shall publish the programme Publication of sanctioned by it under section 24 in the official Gazette.

Ioned programme 26. The Board may, at any time during the year, in respect of supplementary which a programme has been sanctioned under section24, programme &budget submit a supplementary programme and budget and the additional schedule of the staff, if any, to the State Government and the provisions of sections 24 and 25 shall apply to such supplementary programme.

Variation of 27. The Board may, at any time, vary any programme or any Programme by Board part thereof the State Government, After it has been Provided that on such variation shall be made if it involves sanctioned. an expenditure in excess of ten percent of the amount as originally sanctioned for the execution of any housing scheme included in such programme or affects its scope or purpose.

Sanctioned housing 28 After the programme has been sanctioned and published scheme to be by the State Government under section 24 and 25, the executed. Board, shall subject to the provisions of section27, proceed to execute the housing schemes included in the programme.

Publication (1) Before proceeding to execute any housing scheme under housing scheme in section 28, the by notification publish the scheme. The Official Gazette. The notification shall specify that the plan showing the area, which is proposed to be included in the housing scheme and the surrounding lands shall be open to inspection of the public at all reasonable hours at the office of the Board.

(2) If within two weeks from the date of the publication of the housing scheme, any person communicates in writing to the Board any suggestion, or objection relating to the scheme, the Board shall consider such suggestion or objection and may modify the scheme as it thinks fit.

(3) The Board shall then by notification publish the final scheme. The notification shall specify that the plan showing the area included in the final scheme and the surrounding lands and other particulars as may be prescribed shall be open to inspection of the public at all reasonable hours at the office of the Board.

(4) The publication of a notification under sub-section (3) shall be conclusive evidence that the said scheme has been duly framed.

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Transfer to Board 30 (1) Whenever any street, square or other land, or any part For purposes of thereof, situated in any area of a local authority and vested housing scheme of in the local authority, is required for the purpose of any land land vested in a local housing scheme sanctioned by the State Government, the authority Board shall give notice accordingly to the local authority.

(2) Where the local authority concurs such street, square, or other land, or part thereof, shall vest in the Board.

(3) Where there is any dispute the matter shall be referred to the State Government. The State Government shall, after hearing the parties, decide the matter. The decision

of the State Government shall be final. If the state Government decides that such street, square, or land shall vest in the Board it shall vest accordingly.

(4) Nothing in this section shall affect the rights or powers of the local authority in or over any drain or water works in such street, square or land.

Compensation in respect of land vests in the Board only until it re-vests in the local authority as part of a street or an open space and the Board compensation shall be payable

31. (1) Where any land vests in the Board under the provisions of section 30 and the Board makes a declaration that such vested in Board land shall be retained by the Board under section 34, no payable by the Board to the local authority in respect of that land.

(2) Where any land vests in the Board under section 30 and no declaration is made under sub-section (1) in respect of the land, the Board shall pay to the local authority as compensation a sum equal to the value of such land.

(3) If, in any case where the Board has made a declaration in respect of any land under sub-section(1), the Board retains or disposes of the land contrary to the terms of the declaration so that the land does not re- vest in the local authority, the Board shall pay to the local authority compensation in respect of such land in accordance with the provisions of sub-section(2).

Power of Board to or permanently close, any public street

32 (1) The Board may turn, divert, discontinue the public use of, turn or close public vested in it or any street vested in it, part thereof.

(2) Whenever the Board discontinues the public use of, or permanently closes, any public street vested in it or any part thereof, it shall, as far as practicable, provide some other reasonable means or access to be substituted in lieu of the use, by those entitled, of the street or part thereof and pay reasonable compensation to every person who is entitled, otherwise than as a mere member of the public, to use such street or part as a means of access, and has suffered damage from such discontinuance or closing.

(3) In determining the compensation payable to any person under sub section (2), the Board shall make allowance, for any benefit accruing to him from the construction, Provision or improvement of any other public street at or about the same time that the public street or part thereof, on account of which the compensation is paid, is discontinued or closed.

(4) When any public street vested in the Board is permanently closed under sub-section (1), the Board may sell or lease so much of the same as is no longer required.

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Reference to Govern-ment in case of dis-pute as to whether any compensation is payable under section 31

33. If there is any dispute as to whether any compensation is meant in case of dis-

or section 32 or as to the amount dispute under section31 of compensation payable under section 31 or

section 32, as &32 the case may be, the matter shall be, referred to the Tribunal.

Vesting in the local Authority of streets

34.(1) Whenever the State Government is satisfied-

(a) that any street laid out or altered by the Board has laid out or altered and been duly leveled ,

paved, metalled, flagged, open spaces open provided channeled, sewered and drained in the

manner, By Board under provided in the programme sanctioned by the State housing scheme.

Government under section 24 or varied under section 27 or modified under section29,

(b) That such lamps, lamp- posts and other apparatus as the local authority considers necessary

for the lighting of such street and as ought to be provided by the Board have been so provided,

and

(c) That water and other sanitary conveniences have been duly provided in such street, the State

Government may declare the street to be a public street, and the street shall thereupon vest in

the local authority and shall thenceforth be maintained, kept in repair, lighted and cleaned by the local authority.

(2) When any open space for the purpose of ventilation or recreation has been provided by the Board in executing any housing scheme, it shall on completion be transferred to the local authority concerned, by resolution of the Board and shall thereupon vest in, and be maintained at the expense of, the local authority.

(3) If any difference of opinion arises between the Board and the local authority in respect of any matter referred to in the forgoing provisions of this section the matter shall be referred to the State Government whose decision shall be final.

Other duties of Board 35. It shall be the duty of the Board to take measures with a view to expediting and cheapening construction of buildings and the Board may for that purpose do all things for-

(a) Unification, simplification and standardisation of building materials,

(b) Encouraging pre-fabrication and mass production of house components,

(c) Organising or undertaking the production of building materials required for the housing schemes,

(d) Encouraging research for discovering cheap building materials and evolving new methods of economic construction,

(e) Securing a steady and sufficient supply of workmen trained in the work of construction of buildings.

Board to assume management of lands. 36. The Board shall, if the State Government so directs, and subject to the general control of the State Government, requisitioned assume management of all or any of the lands requisitioned by or under authority of the state Government.

Reconstitution of Plots. 37. A housing scheme may provide,-

(a) For the formation of a reconstituted plot by the alteration of the boundaries of an original plot,

(b) With the consent of the owners that two or more original plots each of which is held in ownership in severalty or in joint ownership shall, with or without alteration of boundaries be held in ownership in common as a reconstituted plot,

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(c) for the allotment of a plot of any owner dispossessed of land in furtherance of the housing scheme, and

(d) for the transfer of ownership of plot from one person to another

Schemes entrusted to Board by State Government

38. The provisions of section 21 and sections23 to 29 (both inclusive) shall not be applicable to any housing scheme entrusted to the Board by the State Government except to such extent and subject to such modifications as may be specified in any general or special order made by the State Government and every such order shall be published in the Official Gazette.

CHAPTER IV
ACQUISITON AND DISPOSAL OF LAND

Power to purchase, the State Government needed for the

39 (1) The Board may enter into an agreement with any person or lease or acquire land for the acquisition from him by purchase, lease or exchange, of any land which is purposes of a housing scheme or any interest in such land or for compensating the owners of any such right in respect of any deprivation thereof or interference therewith, " Provided that the previous approval of the State Government shall be obtained in case of purchase or exchange involving land worth more than fifty lakhs rupees or lease for more than five years : Provided further that in case the land is purchased from or exchanged with the Haryana Urban Development Authority, no approval of the State Government shall be necessary "

(2) The Board may, from such date as the state Government may appoint by notification in this behalf, also take steps for the compulsory acquisition of any land or any interest therein required for the execution of a housing scheme in the manner provided in the Land Acquisition Act, 1894 as modified by this Act, and the acquisition for a public purpose, within the purpose of this Act shall be deemed to be acquisition for a public purpose, within the meaning of the Land Acquisition Act, 1894.

Betterment charges.

40.(1) When by the making of a housing scheme the value of any land in the area comprised in the scheme will, in the opinion of the Board, be increased, the Board in framing the scheme may declare that betterment charges shall be payable by the owner of the land or any person having an interest therein in respect of the increase in value of the l and from the execution of the scheme.

(2) Such increase in value shall be the amount by which the value of the land on the completion of the execution of the scheme estimated as if the land were clear of the buildings exceeds the value of the land prior to the execution of the scheme estimated in like manner and the betterment charges shall be one-half of such increase in value.

(3) Such betterment charges shall also be leviable in respect of any land not comprised in the scheme but adjacent to the area comprised in the scheme.

(4) Notwithstanding anything contained in sub-sections (1) and (3), in respect of any land used for agricultural purposes at the time of the execution of the schemes the betterment charges shall be leviable by the Board in accordance with such procedure as may be prescribed, only after such land is used, or converted for use for non-agricultural purposes.

Notice to person liable for betterment charges.

41. (1) The Board shall give notice in the prescribed form to any person, the owner of or has interest in the land in respect of which the betterment charges are to be levied and shall give such person an opportunity to be heard.

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(2) After hearing such person or if such person fails to appear after the expiry of the period within which such person is required to appear before the Board, the Board shall proceed to assess the amount of betterment charges.

(3) Where the assessment of betterment charges proposed by the Board is accepted by the person concerned within the period prescribed, the assessment shall be final.

(4) If the person concerned does not accept the assessment proposed by the Board, the matter shall be referred to the Tribunal.

(5) The Tribunal shall, after holding an enquiry and after hearing the person concerned, assess the amount of the betterment charges payable by the person.

Agreement for payment of better-ment charges

42 (1) Any person liable to pay betterment charges in respect of any land his option instead of paying the same to the Board, execute an agreement with the Board to leave the payment outstanding

as a charge on his interest in the land, subject to the payment in perpetuity of interest at such rate as may be prescribed.

(2) Every payment due form any person in respect of betterment charges and every charge referred to is sub-section (1) shall, notwithstanding anything contained in any other enactment and notwithstanding the execution of any mortgage or charge, created either before or after the commencement of this Act, be the first charge upon the interest of such person in such land.

Recovery of better- betterment charges recoverable on behalf of the Board as arrears of land revenue.

43. All sums payable in respect of any land by any person in ment charges respect of under section 40 or by any person under an agreement under section 42 shall be

Power to dispose of land vested in it and situated in the area comprised in any housing scheme sanctioned under this Act.

44. Subject to any rules made by the State Government under this Act, the Board may retain, lease, sell, exchange or otherwise dispose of any land, building or other property

Disputes regarding re-constitution of plots

45. (1) Where by the making of a housing scheme, any plots comprised in the scheme are included in the scheme are plots reconstituted or any person is dispossessed, the Board shall after making such inquiry as it thinks fit award to the person affected by such re-constitution or dispossession such compensation as it deems reasonable. If the person is dissatisfied with the decision of the Board in the matter, he may inform the Board accordingly. The Board shall thereupon refer the matter to the Tribunal.

(2) The Tribunal shall then after making an inquiry determine the amount of compensation and direct the Board to pay the same to the person concerned.

CHAPTER V

TRIBUNAL

Tribunal

46. The Tribunal shall be the District Judge having jurisdiction in the area concerned.

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Duties of Tribunal

47. The Tribunal shall-

(a) Decide whether any compensation is payable under section.31,

(b) Decide the amount of compensation in matters referred to it under section33,

(c) Decide disputes relating to betterment charges referred to it under section 41,

(d) Decide disputes and the amount of compensation to be awarded under section 45, and

(e) Decide such other matters as may be prescribed by the rules made in this behalf.

Powers of and procedure before 48 (1) In making enquiries the Tribunal shall have and exercise, as far as may be,

the same powers and follow the same procedure as under the Tribunal code of civil Procedure, 1908.

(2) Every order made by the Tribunal for the payment of money and for the delivery of the

possession or removal of any structure shall be enforced by the District Court as if it were the decree of the said Court.

(3) The proceedings before the Tribunal shall be deemed to be judicial proceedings within the

meaning of sections 193 and 228 of the Indian penal Code.

Decision of shall, subject to the 49. The decision of the Tribunal on any matter referred to it under this Tribunal Act

provision of section 50, be final.

To be final.

Appeal to the High Court. 50. The Board or any Person aggrieved by the decision of the Tribunal may within three months

form the date of the decision, or such further time as the High court may for sufficient cause allow, appeal to the High Court and the High Court shall pass such orders on the appeal as it thinks fit.

CHAPTER VI

POWER TO EVICT PERSONS FROM BOARD PREMISES

Power to evict Presons from Board premises. 51. (1) If the competent authority is satisfied,-

(a) That the person authorized to occupy any Board premises has-

(i) not paid rent lawfully due from him in respect of such premises for a period of more than two

months, or

(ii) Sublet, without the permission of the Board the whole or any part of such premises, or

(iii) Otherwise acted in contravention of any of the terms, expressed or implied, under which he

is authorized to occupy such premises, or

(b) That any person is in unauthorized occupation of any

Board premises, the competent authority may, notwithstanding anything contained in any law for the time being in

force, by notice served by post or by affixing a copy of it on the other door or some other conspicuous part of such

premises, or in such other manner as may be prescribed, order that person as well as any other person who may

be in occupation of the whole or any part of the premises, shall vacate them within one month from the date of the

service of the notice: Provided that no such order shall be passed unless the person has been afforded an

opportunity to show cause why such order should not be made.

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(2) If any person refuses or fails to comply with an order made under sub-section (1), the competent authority may evict that person from, and take possession of the premises and may for that purpose use such force as may be necessary.

(3) If a person, who has been ordered to vacate any premises under sub clause (I) or sub-clause (iii) of clasue (a) of sub-section (1), within thirty days of the date of service of the notice or such longer time as the competent authority may allow, pays to the Board the rent in arrears or carries out or otherwise complies with the terms contravened by him to the satisfaction of the competent authority, as the case may be , the competent authority shall, in lieu of evicting such person under sub-section (2), cancel its order made under sub-section (1) and thereupon such person shall hold the premises on the same terms on which he held them immediately before such notice was served on him.

Power to recover 52. (1) Subject to any rules made by the State Government rent, loan or in this behalf and prejudice to the provisions damages as arrears of section 51, where any person is in arrears of rent of land revenue payable in respect of any Board premises, or arrears of installments payable in respect of any loan advanced by the Board for construction, reconstruction or repair or a house, the competent authority, may by notice served by post or by affixing a copy of it on the outer door or some other conspicuous part of such premises, or in such other manner as may be prescribed, order that person to pay the same within such time not being less than thirty days as may be specified in the notice. If such person refuses or fails to pay the arrears of rent or the arrears of installments of loan within the time specified in the notice, such arrears may be recovered as arrears of land revenue.

(2) Where any person is in unauthorized occupation of any Board premises, the competent authority may, in the prescribed manner, assess such damages on account of the use and occupation of the premises as it may deem fit and may by notice served by post, or by affixing a copy of it on the outer door or some other conspicuous part of such premises or in such other manner as may be prescribed, order that person to pay the damages within such time not being less than thirty days as may be specified in the notice. If any person refuses or fails to pay the damages within the time specified in the notice the damages may be recovered from him as arrears of land revenue.

Rent to be recovered (1) Without prejudice to the provisions of section51 any by deduction from person, who is employee of the State Salary or wages in Government or a local authority and who has been certain cases allotted any Board premises, may execute an agreement in favour of the State Government providing that the State Government or the, local authority as the case may be, under or by whom he is employed, shall be competent to deduct from the salary or wages payable to him such amount as may be specified in the agreement and to pay the amount so deducted to the Board in satisfaction of the rent due from him in respect of the Board premises allotted to him.

(2) On the execution of such agreement , the State Government or local authority, as the case may be, shall, if so required by the Board by requisition in writing make the deduction of the amount specified in the requisition from the salary or wages of the employees specified in the requisition in accordance with the agreement and pay the amount so deducted to the Board.

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Penalty. 53A. (1) If any amount due under the Act or the rules made thereunder is not paid by any compliance with the orders of the competent authority such authority may, after giving such person an opportunity of being heard, impose

upon him a penalty not exceeding twenty-five percent of the amount due, if it has reason to believe that the person liable to pay the amount has willfully failed to pay the same.

(2) If the penalty imposed under sub-section (1) is not paid within a period of thirty days the same shall be recoverable as arrears of land revenue.

Appeal .54. (1) Any person aggrieved by an order of the competent authority may within thirty days date of –

(i) The service of notice under section 51 or section 52, or

(ii) The imposition of penalty under section 53A.

Prefer an appeal to the Deputy Commissioner of the District in which the premises of the Board are situated or to any other officer, as the State Government may appoint in this behalf,

Provided that the appellant officer may entertain the appeal after the expiry of the said period of thirty days, if he is satisfied that the appellant was prevented by sufficient cause from filling the appeal in time.

(2) Where an appeal is preferred under sub-section (1), the appellate officer may stay the enforcement of the order of the competent authority for such period and on such condition's as he deems fit.

(3) Every appeal under this section shall be disposed of by the appellate officer as expeditiously as possible.

Finality of orders55. (1) Save as otherwise expressly provided in this Act, every and bar of jurisdic- order mad competent authority or an appellate

Tion of civil courts. Officer under this Chapter shall be final and shall not be called in question in any original suit, application or execution proceedings.

(2) No Civil Court shall have jurisdiction to entertain any suit or proceeding in respect of any matter of which the cognizance can be taken of and disposed of by any authority, empowered by this Act or the rules made thereunder.

CHAPTER VII
FINANCE ACCOUNTS AND AUDIT

Board's Fund. 56 . (1) The Board shall have a fund called the Housing Board Fund .

(2) The Board may accept grants, subventions, donations and gifts from the Central or State Government or a local authority or any individual or body, whether incorporated or not, for any of the purposes of this Act.

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(3) All moneys received by or on behalf of the Board by virtue of this Act, all proceeds of land or

any other kind of property sold by the Board, all rents and all interest, profits and other moneys

accruing to the Board, shall constitute the Housing Board Fund.

(4) Except as otherwise directed by the State Government, all moneys and receipts specified in the

forgoing provisions and forming part of the fund of the Board shall be deposited in the State

Bank of India or in any Scheduled Bank or a Co-operative Bank or invested in such securities

as may be approved by the State Government.

(5) Such accounts shall be operated upon by such officers as may be authorized by the Board.

Explanation:- For the purposes of this section a Scheduled Bank shall mean a bank included in the Second Schedule to

the Reserve Bank of India Act, 1934.

Application of the vesting in the Board

57. All property, the Housing Board Fund, and all other assets Housing Board Funds

shall be held and applied by it, subject to the provisions and for the purposes of this Act.

Expenditure in case of extreme urgency

58.(1) Where in the opinion of the Board circumstances of Case of Urgency etc. have arisen, it

shall be lawful for the Board to make for the purpose of this Act in any year, an expenditure of such amount as may be prescribed, notwithstanding the fact that such expenditure has not been included in its annual programme or supplementary programme sanctioned by the State Government or the variation of the programme made under section 28.

(2) Where any sum is expended under circumstances of extreme urgency as provided in sub-section (1), a

report thereof indicating the source from which it is proposed to meet the expenditure shall be made by the Board as soon as practicable to the State Government.

(3) The Board may, within the budget sanctioned by the Sate Government, approve appropriation not

exceeding such amount as may be prescribed from one head to another and from one minor head to another under the same major head and submit a statement of such expropriation to the State Government.

Subventions and loans to the Board

59(1) The State Government may from time to time make loans to Board subventions to the Board for the

purposes of this Act on such terms and conditions as the State Government may determine.

(2) The State Government may from time to time advance loans to the Board on such terms and conditions

not inconsistent with the provisions of this Act as the State Government may determine.

Power of Board to borrow

60 (1) The Board may from time to time, with the previous sanction of the State Government and

subject to the provisions of this Act and to such conditions as may be prescribed in this behalf, borrow any sum require for the purposes of this Act.

(2) The rules made by the state Government for the purposes of this section may empower the Board to

borrow by the issue of debentures and to make arrangements with bankers.

(3) All debentures issued by the Board shall be in such form as the Board, with the sanction of the state

Government, may from time to time determine.

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(4) Every debenture shall be signed by the Chief Administrator and one other member.

(5) Loans borrowed and debentures issued under this section may be guaranteed by the State Government

as to the repayment of Principal and the payment of interest at such rate as may be fixed by the state Government.

Accounts and audit

61(1) The Board shall cause to be maintained proper books of accounts and such other books as the rules

made under this Act may require and shall prepare in accordance with such rules as annual statement of accounts.

(2) The Board shall cause its accounts to be audited annually by such persons as the State Government may

direct.

(3) As soon as the accounts of the Board have been audited, the Board shall send a copy thereof together

with a copy of the report of the auditor thereson to the State Government, and shall cause th accounts to be published in the prescribed manner and place copies thereof on sale at a reasonable price.

(4) The Board shall comply with such directions as the State Government may after perusal of the report of

the auditor thinks fit to issue.

Concurrent and special audit of 62. (1) Notwithstanding anything contained in section 61, the State Government may order that

there shall be concurrent audit account of the accounts of the Board by such person as it thinks fit.

The State Government may also direct a special audit to be made by such person as it thinks fit of the accounts of the Board relating to any particular transaction or a class or series of transactions or to a particular period.

(2) Where an order is made under sub-section (1), the Board shall present or cause to be presented for audit

such accounts and shall furnish to the person appointed under sub-section (1) such information as he may require for the purpose of audit.

Transfer of assets 63(1) The state Government may transfer to the Board building, and liabilities land or any other property,

moveable, or immovable, for use and management by the Board on such conditions and limitation as the State Government may deem fit, for the purposes of this Act.

(2) The state Government may transfer to the Board such schemes or works in progress with all their assets

and liabilities as are run or managed by the State Government, subject to such conditions and limitations as the State Government my deem fit to impose for the purposes of this Act.

CHAPTER VIII

MISCELLANEOUS

Report 64. The Board shall, before such date and in such form and at such intervals as may be prescribed, submit to the

State Government a report on such matters as may be prescribed, and the state Government shall cause such

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Statements and returns, particulars or and in such form and direct. 65. The Board shall also submit to the State Government such returns statistics, statements in regard to any proposed or existing housing schemes at such times manner as may be prescribed or as the State Government may from time to time

Power of entry the Chief Administrator 66. The Chief Administrator or any person either generally or specially authorized by in this behalf may, with or without assistant or workmen, enter into or upon any land, in order-

(a) to make any inspection, survey, measurement , valuation or inquiry,
(b) to take levels,
(c) to dig or bore into the sub-soil,
(d) to set boundaries and intended lines of work,
(e) to make such levels, boundaries and lines of works and cutting trenches, or

(f) to do any other thing, whenever it is necessary to do so, for any of the purposes of this Act or any rules made or schemes sanctioned there under:
Provided that-

(i) no such entry shall be made between sunset and sunrise,
(ii) no dwelling house and no public building which is used as a dwelling place, shall be so entered, except with the consent of the occupier thereof, and without giving the said occupier at least twenty-four hours' previous written notice of the intention to make such entry,
(iii) Sufficient notice shall in every instance be given, even when any premises may otherwise be entered without notice, to enable the inmates of any apartment occupied by women to remove themselves to some part of the premises where their privacy will not be disturbed,
(iv) due regard shall always be had, so far as may be compatible with the exigencies of the purposes for which the entry is made, to the social and religious usages of the occupants of the premises entered.

Notice of suit 67. No person shall institute any suit against the Board or against Board against any officer or servant of the Board or any person acting under the orders of the Board, for anything done or purporting to have been done in pursuance of this Act, without giving to The Board officer or servant or person concerned two months previous notice in writing of the intended suit and of the cause thereof, nor after six months from the date of the act complained of.

Trienninal valuation 68. The Board shall triennially have a valuation of its assets of assets and liabilities made by a valuer appointed with the approval liabilities of Board of the Sate Government :Provided that it shall be open to the State Government to direct a valuation to be made at any time it may consider necessary.

Delegation 68A. The Board may, by resolution authorize that any power exercisable by it under this Act or the rules or regulations made thereunder, except the power to make regulations may also be exercised by the Chief Administrator.

Members, Officers 69. All members, officers and servants of the Board shall be and servants of deemed, when acting or purporting to act in pursuance of Board to be public Act, to be public servants any of the provisions of this within servants. The meaning of section 21 of the Indian Penal Code.

Indemnity. 70 No suit, prosecution or legal proceedings shall lie against any person for anything which is in good faith done or purported to be done under this Act.

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Power of Govt. 71. The State Government may give the Board such directions to give direction to as in its opinion are necessary or expedient for carrying Board out the purposes of this Act, after giving an opportunity to the Board to state its objections, if any, to such directions and after considering the said objections and it shall be the duty of the Board to comply with such directions.

Control of state 72. (1) The State Government shall exercise superintendence and Govt. over Board control over the Board and its officers and may call for such information as it may deem necessary and, in the event of its being satisfied that the Board is not functioning properly or is abusing its powers or is guilty of corruption or mismanagement, it may, by notification, suspend the Board, Provided that the Board shall be reconstituted, within a period of one year from the date of its suspension in the prescribed manner.

(2) When the Board is suspended under sub-section (1) the following consequences shall ensue, namely :-

(a) all members of the Board and its committees including the Chairman of the Board, shall, from the date of the notification, vacate their offices:
(b) all powers, duties and functions which under the provisions of this Act or any regulation made thereunder, are to be exercised by the Board or any committee thereof or by the Chairman of the Board, or by any other officer of the Board, shall, during the period of suspension be exercised and performed by such person (to be called the administrator as may be appointed by the State Government in this behalf, Provided that the administrator, may subject to the approval of

the State Government , delegates any of his powers, duties or functions to some other person as he may think fit,

(c) all Properties including the Board fund, vested in the Board shall, until it is reconstituted, vest in the State Government "

Appeal." 72A. -(1) save as otherwise expressly provided in any other provision of this Act, an appeal shall lie against an original or appellate order of any officer, Chief Administrator or Chairman under this Act or any rule or regulation made thereunder-

(a) to the Chief Administrator when the order is made by any officer of the Board, other than the Chief Administrator,

(b) except in service matters, to the Board when the order is made either by the Chairman or the chief Administrator,

(c) in the service matters, to the state Government when the order is made by the chief Administrator.

Every such appeal shall be preferred within a period of thirty days of the date of communication of the order: Provided that the Chief Administrator or the Board or the State Govt. as the case may be, may entertain the appeal after the expiry of the period of thirty days if it is considered that the appellant was prevented by sufficient cause from filing the appeal in time".

Appeal 72-B Revision: The Government may either suo moto or on an application of the party, call for and examine the record of any proceedings or decision or order passed by the Board, Chairman, Chief Administrator or Officer of the Board or competent authority of Deputy Commissioner or any other officer appointed by the State Government for the purpose of satisfying itself as to legality or propriety of any decision or order

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passed and if in any case it shall appear to the Government that any such decision or order should be modified annulled or revised, the Government may after giving the persons affected thereby an opportunity of being heard, pass such order thereon as it may deem fit"

Powers to make 73. (1) The State Government may, by notification and subject to rules. The condition of previous publication,

make rules for carrying out the purposes of this Act.

(2) in particular and without prejudice to the generality of the foregoing power, such rules may be made for all

or any of the following purposes, namely-

(a) The salary, allowances and conditions of service of members under section 7,

form in which contracts shall be entered into under section18,

(c) The form of annual housing programme, budget and schedule of staff of officers and servants,

particulars of housing schemes and other particulars to be contained in the programme under section 23,

(d) The form of notice under section 41

(e) The rate of interest under section 42

(f) The forms of notice under sections 51 and 52 and any other manner in which they may be served,

(g) The Procedure to be followed in taking possession of any Board premises under section 51,

(h) The manner in which damages under section 52 may be assessed,

(i) The manner in which appeals may be preferred under section 54 and the procedure to be followed in such appeals,

(j) The conditions subject to which the Board may borrow any sum under section 60,

(k) The manner of preparation, maintenance and publication of accounts under section 61,

form in which, the interval at which and the matter on which reports shall be submitted under section64,

(m) The time at which and the form and manner in which statistics, return, particulars and statement shall be submitted under section 65,

(n) The manner in which the Board shall be superseded and reconstituted under section 72.

(o) Specifying the bye-laws contravention of any of which shall be an offence, and

(p) Any other matter which is to be or may be prescribed under this Act.

(3) Every rule made under this section shall be laid as soon as may be after it is made before the House of State Legislature while it is in session for a total period of ten days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session in which it is so laid or the successive sessions aforesaid, the House agrees in making any modification in the rule or the House agrees that the rule should not be made, the rule shall thereafter have effect only in such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

Regulations 74. The Board may, from time to time with the previous sanction of the State Government by notification, make regulations consistent with this Act and with any rules made thereunder:-

(a) for the mangement and use of buildings constructed under any housing scheme,

(b) the principles to be followed in allotment of tenements and premises,

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(c) for regulating its procedure and the disposal of its business, and

(d) for determining the conditions of service, functions and duties of the officers and servants of the Board'

Power to make 75. (1) The Board may make bye-laws, not inconsistent with Byelaws this Act and the rules and regulations made thereunder, which may be necessary or expedient for the purpose of carrying out its duties and functions under this Act.

(2) No bye-law made by the Board shall come into force until it has been confirmed by the State Government with or without modification.

Penalty for contraven- 76. Whosoever contravenes a by-laws made under tion of bye-laws section 75 the contravention of which is prescribed as an offence shall, on conviction, be punished with imprisonment for a term which may extend to one month or with fine which may extend to five hundred rupees or with both.

Penalty for obstructing 77. If any person-Etc.

(a) obstructs any person with whom the Board has entered into a contract, in the performance or execution by such person of his duty or of anything which he is empowered or required to do under this Act, or

(b) removes any mark set up for the purpose of indicating any level or direction necessary to the execution of works authorized under this Act, he shall, on conviction , be punished with imprisonment for a term which a term which may extend to five hundred rupees or with both.

Authority for 78. Unless otherwise provided, no court shall take Prosecution. Cognizance of any offence this Act except on the complaint of, or upon information received from the Board or some person authorized by the Board by general or special order in this behalf.

Registration of 79. (1) Not withstanding anything contained in the, Indian documents Registration Act, 19 08 (Act xvi of 1908), it executed shall not be necessary for the Chairman to appear in on behalf of Board person or by agent at any registration office in any proceeding connected with registration of any instrument executed by him in his official capacity on behalf of the Board or to sign as provided in section 58 of that Act.

(2) Where any instrument is so executed, the registration officer to whom such instrument is presented for registration may, if he thinks fit, refer to the Chairman for information respecting the same, and on being satisfied of the execution thereof, shall register the instrument,

Dissolution of specified in the notification 80 (1) The State Government may by notification declare Board that effect from such date as the Board shall be dissolved: Provided that no such declaration shall be made by the Government unless a resolution to that effect has been moved in and passed by the State Legislature.

(2) With effect from the date specified in the notification under sub-section (1)-

(a) all properties, funds and dues which are vested in and realisable by the Board shall vest in and be realisable by the State Government.

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(b) all liabilities enforceable against the Board shall be enforceable against the State Government to the extent of the properties, fund and dues vested in and realised by the State Government.

(3) Nothing in this section shall affect the liability of the State Government in respect of loans or debentures guaranteed under sub-section (5) of section 60.

Removal of difficulties (1) If any difficulty arises in given effect to the provisions of this Act, in consequence of transition to the said provisions from the provisions of the Acts in force immediately before the commencement of this Act, the State Government may by notification make such provisions as appear to it to be necessary or expedient for removing the difficulty.

(2) If any difficulty arises in giving effect to the provisions of this Act otherwise than in relation to the transition from the provisions of the Acts in force before the commencement of this Act, the Sate Government may by notification make such provisions, not inconsistent, with the provisions of this Act, as appear to it to be necessary or expendient for removing the difficulty.

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HOUSING BOARD HARYANA

The 22nd November ,1972

No. HHB 72 /6678- in exercise of the powers conferred by Section 74 of the Haryana Housing Board Act, 1971 (Haryana Act 20 of 1971) and all other powers enabling it in this behalf, the Housing Board Haryana with the previous sanction of the Government Haryana vide there memo No. 3796- Avas-40/72-7235734 dated the 22nd November 1972 here by make the following regulations, namely :-

1. **Short title, application and commencement-** (1) These regulations may be called the " Housing Board Haryana (Allotment, Management and Sale of Tenements) Regulations, 1972" .

(2) They apply to the allotment of tenements constructed by the Housing Board Haryana by way of sale or hire- purchase under:-

(i) Higher Income Group Housing Scheme,

(ii) The Middle Income Group Housing Scheme,

(iii)

The Low Income Group Housing Scheme, (iv) The Economically Weaker Section Scheme,

OR

(v) Any other Scheme approved for the purposes of these regulations by the State Government

(3) They shall come into force at once.

2. **Definitions-** in these regulations, unless the context requires otherwise:-

(a) " Act" means the Haryana Housing Board Act, 1971 (Haryana Act No. 20 of 1971),

(b) " Allottee" means a means a person to whom a tenement is allotted in a building constructed under any scheme referred to in regulation 1(2) by way of sale or hire-purchase,

(c) " Allotment committee" means a committee constituted by the Board for the purpose of allotment of tenements in any building with a view to their absolute sale or sale on hire-purchase basis to allottees under these regulations,

(d) " Applicant" means a person applying to the Board for allotment of a tenement under these regulations, (e) " Building" means any building constructed by the Board under any of the housing schemes referred to in Regulation 1(2),

(f) " hirer" means a person who has participated in the hire-purchase system and who has singed the Hire- Purchase Tenancy Agreement.

(g) " Hire-purchase" or" Hire- purchase system" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly installments spread over a specified number of years during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the number of said years ceases to be a tenant and becomes owner after payment of all dues.

10.8.79 (h) " Monthly Income"- The monthly income shall mean the aggregate monthly income of an [illegible] that of his/her spouse and dependent relatives including unmarried minor children.

(i) "Initial installment"-means such amount of the purchase price of tenement as the Board has determined or may determine and which an allottee is required to pay to the Board before occupying such tenement, regard being had to the cost of a tenement constructed under any scheme of the Board,

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(j) "Purchase Price"-in relation to a tenement, in a building, means the price at which the Board may sell the tenement to an allottee by sale or hire-purchase, the amount being fixed for each case on the basis approved by the Board from time to time.

(k) "Estate Manager"- means an officer appointed for purpose of management of buildings constructed under any housing scheme,

(i) " Secretary"- means Secretary of the Board as defined in section2 (q) of the Haryana Housing (Board Act, 1971,)

6-3-2001 (m) A person belonging to " Economically weaker Section"- means a person whose monthly income [illegible] exceed Rs 3300, a person belonging to “Low income Group" means a person whose monthly income exceeds Rs.3300 but does not exceed Rs. 7300, a person belonging to "Middle income Group" means a person whose monthly income exceeds Rs.7300 but does not exceed Rs.14500 and a person belonging to "Higher income Group " means a person whose monthly income exceeds Rs. 14500'.

26.3.1985 (n) "Minor"-means the person below 18 years of age.

The meaning or interpretation or words, terms and conditions and definitions not given in the regulations shall have the same meaning and interpretation as given in the Act or the rules, regulations and bye-laws made there under.

3. **Allotment of tenements.-** As soon as any building is ready for occupation, the Board may, subject to the provisions of these regulations, allot tenements in such building to persons who agree to purchase them in accordance with the provisions of these regulation .

4. **Issue of notice for inviting applications and power of Board to allot tenements-**

(1) The Board shall issue a notice in such newspapers as the Board may think fit for inviting applications from person in need of residential accommodation in building contracted/ likely to be constructed by the Board under any scheme before such date as may be specified in the notice.

(2) The notice shall specify the location of the building , the number of tenements available for allotment, the class of persons for whom the number of tenements in any scheme is reserved , the amount to be made to the Board towards purchase of the tenement, payment of the balance of the purchase price to the Board either in lump sum or in such installments together with such interest as may be determined by the Board, the amount of each installment/ monthly installment together with interest in respect of each tenement, the stamp and registration charges, the last date for submission of applications and such other particulars as the Board may consider necessary.

Provided that the Board may in special cases authorise general registration of intending buers without mentioning the actual sites and layout, etc. of the proposed colonies to be established (only mentioned will be the name of the town and other general particulars)

(3) Every applocant shall deposit in the office of the Board such earnest money as may be determined by the Board from time to time and shall enclose with his application the receipt obtained in token of such deposit. The earnest money shall be refunded to the applicant if a tenement is not allotted to him.

(4) Where the tenements are reserved for any class of person as specified in the notice issued under clause (1) the procedure to be followed for allotment of such tenements shall be such as may be determined by the Board from time to time .

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(5) Deleted vide Haryana Government (Extra) Notification dated 21.10.1981 .

(6) The Board may allot such number of tenements as it determines from time to time to persons on

preference basis who deposit the amount as determined by the Board with their applications and under take to pay the balance in such number of installments as may be determined by the Board.

8.5.2001 (7) A tenement may be allotted to the person of the prescribed category subject to the condition

E.W.S. and **L.I.G** Categories :

(i) That he is a resident of Haryana or is a person who is working in Haryana for at least six

months on the date of application or is an employee of Haryana Government or Central Government, Municipal Corporation of Faridabad, any Board, Corporate Body working under the control of Haryana Government or the Government of India or an Ex-serviceman or a retired Haryana Government servant.

(ii) That the applicant should not own a house in Haryana, Delhi or Chandigarh either in his/ her

name or in the name of his/her wife/husband or in the name of his/her dependent relatives including unmarried minor children. However, applicant owning ancestral house in a village or a share in urban or rural property is eligible to apply.

M.I.G. and **H.I.G.** Categories :

(i) The applicants of reserve categories namely Scheduled Castes, Handicapped, Blind Persons,

Backward Classes, Freedom Fighters, Disabled Serviceman, War Widows and Widows should be domicile of Haryana.

(ii) The applicants for which reservation is provided under Regulation 7 should not own a house in

Haryana in his / her name or spouse's name of any dependent family members.

For all Categories :

(i) The applicant must be a citizen of India.

(ii) The applicant must have attained the age of majority at the time of registration.

(iii) An eligible person, his or her spouse, or any of his/ her dependent member cannot submit more

than one application under the scheme.

"Provided that if the number of applications received is less than the tenements available for the allotment in spite of repeating the advertisement, then the tenements may be allotted even to those persons who are otherwise not eligible"

5. **Application for tenements-** (1) Any person desiring to purchase a tenement in any building by way of sale or hire-purchase may, in pursuance of the notice published under regulation 4, make an application to the Board in the form prescribed by the Board.

11.4.2000 (2) No application shall be accepted by the Board unless it is received on or before the date notice or the date extended from time to time and the applicant pays the amount with application at the time of registration as provided in the notice published under regulation 4. The applicant shall not be entitled to any interest on the amount paid with the application at the time of registration where the Board allots him a house within a period of two years from the closing date of registration or where the applicant chooses to withdraw his application within a period of two years which will be governed by the provision of regulations12.In other cases, where the Board fails to allot houses within a period of two years from the closing date of registration, interest on amount paid with the application at the time of registration shall be payable for the period after the expiry of two years from the closing date of registration to the date of allotment or date of refund, whichever, is earlier, at the rate applicable in the case of saving bank accounts of the nationalized banks: Provided that if the Board is satisfied that the delay in submission of an application was on account of good and sufficient reasons, it may condone the delay.

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6. **Register of applications-** On acceptance of an application under regulation 5, the Board shall enter each application in the register maintained for the purpose, in the order in which each application is accepted and shall pass a receipt to the applicant in taken of having received the application.

7. **Drawing of lots for purpose of allotment:-** (1) Allotment of houses shall be made by draw of lots " or by such other manner as may be determined by the Board.

(2) Unless otherwise provided or specified by the Board out of total number of houses, reservation in favour of applicants shall be to the extent of-

Serial Number	Categories	Reservation
1.	Depositors of 25% of the total cost and any amount over and above 25% including full cost at the time of registration	4%
2.	Haryana State Government Employees :-	
	(i) Haryana State Government Employees who have more than five years of service at application to retire	3% 5%
	(ii) Haryana State Government Employees who have five years or less service according to rules relating to their superannuating.	2%
3.	Retired Haryana Government Employees	2%
4.	Housing Board Haryana Employees	2%
5.	Schedule Castes	18.5%

6.	Handicapped and Blind persons	1.5%
7.	War widows, disabled servicemen. Ex-servicemen, serving military personnel and their wives, Indian Air Force Benevolent Association, Freedom Fighters and General Reserve Engineering Force personnel	10%
8.	Backward Classes.	5%
9.	Widows (excluding war widows)	2%
	Total	50%

Reservation to the extent of 33% out of each of the above reserved categories (except widows) and general category shall be for women applicants as first/solo applicant. In sufficient women applicants are not forthcoming in any of the categories balance of the houses shall be allotted to other applicants in that same category:

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Provided that if sufficient applicants are not forthcoming from any of the nine reserved categories mentioned above, the balance of the reserved houses shall be allotted to the applicants in the general category. The allotment of remaining houses after the allotment to the applicants belonging to the nine reserved categories referred to above shall be made to the applicants of general category.

Explanation :- That reservation provided in category 3 above will not be applicable to dismissed or pre-mature Government Servants'.

8. **Allotment of tenements -** (1) Subject to the provisions of these regulations, the Estate Manager shall examine the applications together with their age implements of successful applicants, and shall, unless there are reasons to act otherwise (such reasons being recorded in writing), allot tenements to applicants in the order in which their names are entered in the list of successful applicants, Provided that, each applicant has paid the deposit and made the initial payment and has complied with, or has agreed to comply with the terms and conditions of the housing scheme, the terms of allotment and the provisions of these regulations.

(2) The decision of the Estate Manager in allotting tenements shall, subject an appeal to the Chairman be final and binding on the applicants.

9. **Power of Board to allot-** Notwithstanding anything contained in these regulation , the Board may of its own or in accordance with the directions of the State Government allot any tenements in any in any building to any persons provided that such persons agree in writing to abide by the terms of allotment and the provisions of these regulations.

10. **Allotment letter, conditions of allotment etc.-** (1) After the allotment of tenements is finalized the Estate Manager shall issue an allotment letter informing the allottee that it is proposed to allot to him the tenement on the terms and conditions specified in the letter, and asking him to call at the concerned office of the Board and take delivery of the authority letter, and to take over possession of the tenement within the period specified in the letter.

(2) On receipt of an allotment letter, the allottee may, within the period specified in the letter, accept the allotment of a tenement and shall execute a hire purchase tenancy agreement if required by the Board, and shall comply with the terms and conditions of such agreement.

(3) Notwithstanding anything contained in the notice inviting applications, if after receipt of final bills for the construction of tenements or payment of interest on the amount of loans taken for the construction of such tenement or for expenditure incurred, for supervision, the Board considers it necessary to revise the price already specified in the notice, it may do so and determine the final price payable on allotment and all allottees in relation to the tenements aforesaid shall be bound by such determination and they shall pay difference, if any, between the final price so determined and the price paid by them including price paid in lump sum. Premium may also be charged for more advantageously situated tenements in the discretion of the Board as determined from time to time.

(4) After the tenements are finally accepted, the Estate Manager shall prepare an allotment register and enter therein the name of allotees according to the number of the tenements allotted to them.

(5) In case the amount demanded after draw of lots or at the time of issue of allotment letter or any other amount is not paid by the allottee/applicant within the stipulated period, the same may be accepted within extended period alongwith interest 1% higher than the lending rate by the Commercial Banks (Nationalised Banks)'

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11. **General liability of allottees**- (1).Every allottee shall regularly pay to the Board the installments due from him in respect of the purchase price of the tenement allotted to him. He shall also pay municipal taxes, water and electricity charges, ground rent, his share of common services (e.g. common lights, sweeper, watchman and the like) and other public charges, due in respect of the land and get the building occupied by him to the authorities to who such taxes and charges are due.

6.12.1989 (2) The allottee or hirer under the hire- purchase system shall hold the tenement as a tenant for the Hire- Purchase period and shall regularly pay the monthly rent (installment) for every calendar month till the expiry of hire- purchase period.

Provided that on recipt on application from the hirer, the Board may permit the payment of the hire purchase price outstanding to the date of such application together with interest or other dues, if any, to be made in lump sum and no interest shall be charged from the date of such payment.

(3) The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulations. If any such payment is delayed, he shall be liable to pay a penalty not exceeding twenty five percent of the amount due. If it has reason to believe that person level to pay the amount has willfully failed to pay the same. In case of defaults of more than two months, the tenancy shall stand determined and the hirer shall be liable to be evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue. The proceedings of eviction shall be governed by the provisions of Chapter VI of the Act :

Provided further that in the case of eviction, the amount already deposited by the hirer shall be utilized for recovering all dues whatsoever of the owner as the first charge and all the dues of the public bodies as the second charge and only the remainder shall be refunded to the hirer on his demand.

(4) On payment of the first installment and such other dues as shall have been demanded by the Board, the hirer shall execute a hire- purchase agreement in the from "A".

(5) Notwithstanding that the right, title and interest of the Board in the building have not been transferred to the allottee, he shall be bound to keep the tenement in as good condition as it was at the time when he was put in possession thereof, subject to only changes caused by reasonable wear and tear or irresistible force, and shall be responsible to maintain and keep in good and tenantable repair, the building and all the land appurtenant thereto. On the failure of the allottee to do so, the Board shall maintain and keep in good and tenantable repair the building and the land aforesaid and expenses so incurred shall be recovered from him.

(6) Every allottee shall so long as the building containing tenements belongs to the Board and is not transferred to the allottees, allow and Officer duly authorized by the Board at all reasonable time to enter upon the tenement allotted to him and inspect the condition thereof, and give or leave notice of any defect in such condition and when such defect has been caused by any act or default on the part of the allottee or his servant or agent, the allottee shall be bound to make it good within one month after such notice has been left or given.

Explanation:- Reasonable time shall mean any time between sun-rise and sun-set.

(7) The allottee may use the tenement allotted to him as a person of ordinary prudence but shall not use nor permit any other person to use the tenement for a purpose other than that for which it is allotted to his, and he shall not damage the tenement or commit any other act which is destructive or permanently injurious to erect, so long as the tenement belongs to the Board and is not transferred to him.

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11.4.2000.12. **Refund of amount of initial payment-** If the applicant withdraws his application till the date of offer of house by the Board 10% of the amount deposited with application at the time of registration shall forfeited to the Board and balance to him without any interest".

11.4.2000 13. **Consequence on failure of allottee to take possession-** Where any applicant is allotted a tenement under those regulations but he fails to take possession of the same within a period of 30 days from the date of receipt of the allotment letter issued to him or surrenders the same at any time, his name shall be removed from the allotment register and 50% of the amount deposited with the application at the time of registration shall be forfeited to the Board and balance refunded to him without interest".

14. **Use and Maintenance of tenement-** (1) No allottee shall have more than one cooking arrangement in the tenement,

(2) No allottee shall use the tenement for purpose other than residence:

(3) No allottee shall sublet the whole or any part of the tenement without the express permission of the Board.

15. **Saving-** Save as otherwise expressly provided by these regulations and any documents or instruments executed by an allottee with the Board so long as the tenement together with land appurtenant thereto belongs to the Board and is leased to the allottee, no tenement shall be transferred by sale or exchange by any allottee except with the previous permission in writing of the Board on such terms and conditions as are agreed to between the Board and the transferee and the transferee has complied with the same to the satisfaction of the Board, and the transferee shall then be deemed to be an allottee for the purposes of these regulations.

Provided further that the transferee allottee shall be liable to the Board in respect of all the unpaid installments and all other amounts due, if any, if respect of the tenement so transferred together with the interest due thereon.

By order of the Board
Secretary
Housing Board
Haryana,
Chandigarh

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FORM "A"
[See Regulation 11(4)]
HIRE- PURCHASE
TENANCY AGREEMENT

This INDENTURE MADE THIS…….Day of …….One thousand nine hundred and……BETWEEN THE HOUSING BAROD HARYANA constituted under the Haryana Housing Board Act, 1971 (Act No. 20.of 1971) (hereinafter called the owner and includes its successors and assigns of the one part and Shri……. (hereinafter called the hirer which expression shall unless inconsistent with the context or meaning , include, as hereinafter provide, the nominee approved and failing which his heirs, executors, administrators, legal representative and permitted assigns) of the other part:

WHEREAS in pursuance of the……hire (called the regulations), the hirer has separately applied to the owner for allotment of a house under the Hire-purchase Scheme and the owner has agreed to allot a house to the hirer upon the terms and conditions hereinafter set for the.

AND WHERE AS the total tentative cost of the tenement works out to Rs……(Rupees……..... ……). AND WHERE AS the hirer has already paid Rs…….(Rupees…..……only) as hire-purchase deposit. **AND WHEREAS** thehirer has already paid Rs……..…(Rupees……..……..only) one month's rent by way of monthly installment and which is hereby acknowledged to be the first installment.

NOW THESE PRESENTS WITHNESS that the owner hereby covenant and agree with the hirer and the hirer both hereby covenant and agree with the owner in manner following that is to say:-

(1) The hirer shall be put in possession of the property in the form of house bearing No…….situated in……. Estate of the Housing Board, Haryana at ……And more particularly described in Schedule I hereunder written and with boundaries thereof for greater clearness delineated on the plan annexed hereto as Schedule II and thereon coloured and shown in red, only after he has duly executed this agreement.

(2) The hire shall hold the said property as a tenant for the Hire-Purchase period which is fixed term of ……..….. yea

(a) The hirer shall pay without waiting for any demand from the owner the monthly rent (installment) of Rs…….(Rupees ……only) on or before the 10th day of each month at the office of the owner, the first of such payment has already been made by the hirer mentioned herein above and the same is considered to be taken as monthly rent (installment) of the month of ……..and the next such payment is due and payable on or before the 1st day of the month of…….of the year……and so on subsequently for every calendar month till the expiry of the hirer purchase period.

(b) The hirer shall, as laid down in the Regulations, pay all rates taxes, fees, charges, assessments, municipal or otherwise and other levies of whatsoever nature levied upon the said property rented, upon the landlord or tenant in respect thereto by the local body or by the State or Central Government direct to the authorities concerned.

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(c) The hirer shall during the said term repair (which expression shall include usual and necessary usual internal and external painting, colour and white- washing), clean and keep in reasonable good order and condition at this own cost to the satisfaction of owner or such person as the owner may appoint for the purpose the said property together with the installations thereto relating to water -supply, drainage, electricity and any such other services.

(d) The hirer shall not without the written permission of the owner carry on or permit to be carried on within the said property any trade or business whatsoever or permit the same to be used for any purpose other than that for residential use or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, or disturbance to the owner or the occupiers of other houses in the same building or in the neighborhood.

(e) The hire shall permit the owner or any person authorized in this behalf by the owner at all reasonable time of day during the term here by granted to enter into and upon the said property and to inspect the state of repairs thereon and if upon such inspection, it shall appear to the owner that any repairs, whether current or special are necessary, the owner may direct the hirer to execute the repairs: Provided that on his failure to do so wthin reasonable time, the owner may execute them at the expense, the hirer hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final) shall fix in that behalf.

(f) The hirer shall permit the owner or any person authorized by the owner to enter into and upon the said property with such workmen as may be necessary for the purpose of laying repairing or placing the water pipe line, sewerage line or any electric supply line or any service line for work connected there with as also for the purpose of making any connection to the other properties from any service line laid in the said property.

(g) The hirer shall not make or permit to be made any alterations or additions to the property without prior permission in writing of the owner and also the sanction or permission in writing of owner and also the sanction of permission of permission in writing of the local authority concerned: provided that the owner may at his discretion refuse such permission for any addition or alternation whatsoever and his decision in that behalf shall be final.

(h) The hirer shall not sell, transfer, assign or otherwise part with the possession of the whole or any portion of the said property without the previous consent in writing of the owner which it shall be entitled to refuse in its absolute discretion: provided

that in the event of the consent being given, every such transfer, assignment of the property shall be only for the reminder term of this tenancy and the permitted transferee or assignee as the case may be shall be bound by all the terms and conditions herein contained and be answerable to the owner in all respects there for:

(i) The hirer shall during the term of this tenancy abide by the tenancy stipulations contained in Schedule III hereunder written.

(j) The hirer shall discharge all responsibilities developing on him under the Regulations, which will be deemed to be the part of these presents and which are hereby agreed to between the parties to this agreement.

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(k) The hirer shall be precluded from making a complaint, raising objections or setting up claims regarding the property at any stage for any reasons whatsoever as expressly provided in the Regulations in respect of " Property Circumstances".

(I) The hirer shall pay every month service charges for maintenance of common portions and common services to the owner alongwith the monthly rent if the owner undertakes to discharge such functions. The amount of such service charges shall be determined by the owner and the decision of the owner in this behalf shall be final and binding on the hirer.

(m) No claim can be brought against the interest of the hirer in the said property, nevertheless the hirer hereby indemnifies the owner in respect of any such eventualities.

(n) The hirer hereby absolves the owner form any liability in case of damage to or destruction of the said property as a consequence of any accident of whatsoever nature,

Provided that it shall be the duty of the hirer while this agreement is in force to see that the house is maintained in the same condition, except fair wear and tear, in which it was originally handed over. In case of any damage, by any act of nature or by fire, it shall be the duty of the hirer to get necessary repairs carried out in order to restore the house to its original condition. The house shall be compulsorily insured against the risk of fire with an insurance company approved by the Board:

Provided further that in case of damage by fire, the whole sum paid by the insurance company, shall be utilized by the Board for the reconstruction of a similar type of house as far as possible on the same site.

Any additional amount required to complete the house, shall be the exclusive liability of the allottee.

(o) The hirer shall, by writing under his own hand, nominate during his lifetime the nominee whom he wishes to transfer his share or interest in the property including his rights in the future ownership of the house in the event of his death and deposit the same with the Chairman. The owner shall effect the transfer accordingly on receiving a proof of his death and deposit the same with the death of the hirer which will be subject to all subsisting liabilities and obligations of the hirer towards the owner. The nomination so made may be revoked and another substituted in the same manner as aforesaid by the hirer:

Provided that in the absence of such nomination by the heir/ heirs shall be accepted by the owner as the beneficiary/ beneficiaries of these presents.

(p) The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulations. If any such payment is delayed, he shall be liable to pay a penalty not exceeding twenty five percent of the amount due. In case of defaults of more than two months, the tenancy shall stand determined and the hirer shall be evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue.

(q) If the hirer uses the property of common portions and common services in such a way as to cause damage to or deterioration malfunctioning of the same the hirer shall pay to the owner the expenses of rectification of such damage deterioration or malfunctioning.

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(r) The hire-purchase deposit shall be retained by the owner and the hire shall be precluded from making any demand on it for meeting any of his liabilities whatsoever :

Provided further that in the case of permitted transfer, the adjustment of the said deposit will be made as special case in the sole discretion the owner on the merits of each case.

Provided still further that in the case of eviction, the said deposit shall be utilized for recovering all the dues whatsoever the owner as the first charge and all the dues of the public bodies as the second charge and only the reminder shall be refunded to the hirer on his demand.

(s) In case the hirer wishes to terminate the tenancy hereby granted of his own accord before the expiry of the hire-purchase period the hirer shall give three months notice to the owner for the same and the owner shall recover all the dues as well as losses arising out of such termination by the hirer of this agreement from the hire purchase deposit of the hirer and hirer will be entitled to receive the remainder as determined by the owner only after the hirer has duly handed over possession of the said property to the owner. The decision of the owner in this respect shall be final and binding.

(t) Notwithstanding anything hereinbefore contained, if there will have been, an inquiry after hearing the party concerned, in the opinion of the owner (whose decision shall be final and binding) any mis- statement or any concealment of material facts by the hirer in the application given by him for allotment of the house it shall be lawful for the owner to evict the hirer and take possession of the house and thereupon this agreement shall stand determined and the hire-purchase deposit shall stand forfeited to the owner.

(u) The owner hereby agrees that the hirer making payments due from him in accordance with these presents and performing and observing all the conditions herein contained shall peacefully hold and enjoy as a tenant of the said property during the said term except for any lawful interruption or disturbance by the owner or any person lawfully claiming under it.

(v) If after the receipt of the final bills for the construction of tenement or as the result of land award or arbitration proceeding or enhancement in cost of land on any account, the Board considers it necessary to revise the price, already specified, it may do so and determine the final price payable by the hirer who shall be bound by this determination and shall pay dues, if any, between final price so determined and shall pay dues, if any, between final price so determined and price paid by him including the price paid in lump sum , provided that no change in the price shall be made after 7 years from the date of allotment. It is further provided that the restriction of 7 years shall not be applicable in case of any escalation due to judicial order and arbitrator's awards.

(x) During the pendency of this agreement, the owner shall have a right to create a mortgage of house/flat under this agreement in favour of the Housing and Urban Development Corporation, Ltd, New Delhi or any other body for securing the loans obtained by the owner from the said corporation or any other body for undertaking various housing , building material and commercial schemes. The hirer agrees to this conditions and undertakes not raise objection in any way whatsoever to this arrangement.

(y) The allottee/hirer /owner shall be governed by the Haryana Urban Development Authority Act, 1977, Haryana Municipal Act, 1973 or any other concerned Local Authority and Rules and Regulations made there under in so far as they relate to unauthorized construction, violation of building or zoning

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regulations, the making of an unauthorized entry or exit or encroachment on a public street, park or open space, use of the premises for any use other than a residential use.

(3) The owner hereby agrees after the expiry of the hire purchase period to transfer the said property to the hirer by

executing conveyance deed with him in the prescribed form provided that he has paid all the dues of the owner and

of the public bodies, if any, prior to such execution. The hirer thereafter shall cease to be tenant and become the

owner of property subject to the provisions of the said conveyance deed. If any dispute or difference of opinion

arises regarding interpretation of the wordings of the said regulations or the agreement made there under or any

decisions taken or proposed to be taken in accordance with the said regulations or agreements, the Chief

Administrator shall take a decision and such decision shall be final and binding on the hirers.

SCHEDULE 1

The property includes various parts particularly given here under with their internal dimensions :-

---

Boundaries of the property are as under :-

On North……

On East…….

On South…….

On west……..

Schedule ii

As per plan attached
(Tenancy stipulations as attached hereto)

SCHEDULE III

TENANCY STIPULATIONS

1. These stipulations shall be applicable to the hirer, who as well as every inmate of his house shall be jointly and

severally responsible for observing them.

2. The hirer shall keep a receptacle within his house for the collection of refuse, waste papers, sweeping kitchen and

food wastes, scrub articles and the like and, every person shall put such waste matter in such receptacle and

nowhere else.

3. The contents of such receptacle shall be removed every day without spilling the same on the way to the place

reserved for the purpose.

4. Sanitary facilities like bath-room and latrine shall be used in such a way as not to cause choking of any outlets by

rags, waste paper, sweeping and the like.

5. No refuse or dustbin shall be kept outside the hirer's house in the corridors or passages.

6. Open space or common portions shall not be used as urinals.

7. No part of the hirer's house of the common portions and of the street shall be littered with any waste matter and the

entire surrounding shall be kept in clean, neat and tidy condition,

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8. No portion of house or of the building shall be used for keeping or storing or dumping any dangerous combustible

or obnoxious articles.

9. No animal or poultry shall be kept in any part of the building.

10 Every person shall see that no damage on deterioration to the property is caused.

11. Every person shall be careful that no water pipe or its fittings are adversely affected, no electric line and its fixture

are tampered with no drainage or its specials are damaged and no installation of any kind whatsoever is tampered

with.

12. No misuse of the property shall be made or permitted to be made such as occupying corridors, common passages ,

staircase landings, approaches and the likes.

13. Every person bringing a vehicle in the premises shall see that no obstruction of the movement of the residents is

caused.

14. Non- observance of any of the above stipulations shall be a breach of the terms of the agreement and the Board

shall take action for such breach against the hirer in accordance with the powers vested in it under the Act, Rules

and Regulations made there under and the agreements executed under them.

in witness whereof, the parties hereto have set their hands the day and year written in each case:

1st Witness : Hirer

2nd Witness : Dated

1st Witness : Owner

2nd Witness :

(Secretary)

Housing Board Haryana

Seal Dated ……..

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HOUSING BOARD HARYANA (REGULATIONS OF BUSINESS)

REGULATION 1980

THE 16TH OCTOBER. 1981

No. 66/12/B-in exercise of the powers conferred by clause (c) of section 74 Haryana Housing Board Act, 1971 (Haryana Act 20 of

1971). And with the previous sanction of the State Government conveyed , vide their Memo No. 3/9/80-IHG dated the 22nd July, 1981,

30 th September, 1981 the Housing Board Haryana, hereby makes the following regulation , namely :-

1. Short Title- These regulations may be called" Housing Board Haryana (Regulations of Business) Regulations, 1980

2. (i) in these regulations unless there is any thing repugnant to the subject as context:-

(a) 'Act' means the Haryana Housing Board Act, 1971 (Act 20 of 1971), and shall include any statutory

amendment , modification or re-enactment thereof for the time being in force.

(b) Government means the Government of the State of Haryana.

(c) 'Board' means the Housing Board Haryana, Constituted by Government under section 3 of the Act and

shall include its successors and assigns.

(d) 'Chairman' means the Chairman of the Board duly appointed by the Government under section 3 of the

Act.

(e) Chief Administrator' means the Chief Administrator of the Board duly appointed by the Government under

section 3 of the Act.

(f) 'Member ' means a member of the Board duly appointed under section 3 of the Act.

(g) 'Section ' means a branch of the administrative set up of the Board's head Office dealing with a particular

subject.

(h) 'Schedule' means a schedule appended to these regulations.

(ii) Other terms and expressions used in these regulations shall have the meanings respectively assigned to

them under the Act and the Rules framed there under as amended from time to time.

(ii) The employees of the Board shall be classified as class I, ii, iii, & iv on the pattern of Haryana

Government.

PART I: ALLOCATION AND DISPOSAL OF BUSINESS

3. The Chief Administrator of the Housing Board shall be the Chief Executive Officer of the Board.

4. (1) Subject to the provisions of regulations No. 10 of these Regulations, all cases referred to in the first

Schedule shall be brought before the Board in accordance with the provisions contained in part II of these regulations.

(2) (i) All cases referred to in second schedule 'A' may be disposed of by the Chairman of the on its behalf.

(ii) All cases referred to in second schedule 'B' may be disposed of by the Chief Administrator of the Board on its behalf.

5. (1) No section shall without previous consultation with the Finance Section authorize any orders orders pursuant to any general delegation made by the Board)-

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(a) Which immediately or by consequent repercussions in any manner affect the fund of the Board, or (b) relate to the number grading or cadre of posts or the emoluments or other conditions of service of posts.

(2) No appropriation shall be made by any section other than Finance Section , except in accordance with such general delegating as the Board may have made .

(3) Except to the extent that power may have been delegated to a section by the Board, every order of an Administrative Section conveying sanction to be enforced in audit shall be communicated to the audit authority by the Finance Section.

6. All orders or instruments made or executed by or on behalf of the Board shall be expressed to be made or executed in the name of the Board.

7. Every order or decision of the Board shall be authenticated by the Signatures of the Chief Administrator and all other instruments issued or executed by or on behalf of the Board shall be authenticated by the signatures of secretary or such other officer as may be specially empowered by the Board in this behalf. The orders or decisions of the Board after their due authentication by the chief Administrator as above may be communicated by the Secretary or such other officer as may be specially empowered by the Board in this behalf.

PART-II- PROCEDURE OF THE BOARD

8. The Secretary will put up cases in the meetings of the Board.

9. All cases referred to in the first schedule shall be submitted to the Chief Administrator with a view to obtaining his order for circulation of the case under regulations 10 or for bringing it up, for consideration at a meeting of the Board .

10. Cases brought before the Board shall be accompanied by a memorandum, indicating with sufficient precision the salient facts of the case and the points for decision. Such Memorandum and such other relevant papers as are necessary to enable the case to be disposed of, shall be circulated to the Members.

11. The meetings of the Board will be held in accordance with the provisions of the Housing Board, Haryana (Conduct of Meetings) Regulations, 1980.

12. (1) When a case has been decided by the Board after discussion at a meeting, the Secretary shall action to give effect to the decision.

(2) The decision of the Board relating to each shall be separately recorded.

PART-III DEPARTMENTAL DISPOSAL OF BUSINESS
A-GENERAL

13. Except as otherwise provided, cases shall ordinarily be disposed of by or under the authority of the Chief Administrator, who may by means of standing order, give such direction as he thinks for the disposal of cases in the Section concerned.

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14. The Chief Administrator shall by means of standing orders arrange what cases of classes or cases are to by brought to his personal notice.

15. When the subject of a case concerns more than one section no order shall be issued nor shall the case be laid

before the Board until it has been considered by all the Sections concerned unless the case is considered to be one

of extreme urgency by the Chief Administrator.

16. All Communications, received form the State Government and the Government of India (including those from the

Governor, the Chief Minister and other Ministers of the State) other than those of a routine or not intrinsically

important character, shall as soon as possible after receipt, be submitted by the Secretary to the Chief

Administrator for information. Such communication may also be circulated amongst other Members of the Board for

information under orders of the Chief Administrator.

17. Any matter likely to bring the Board into controversy with the Government shall as soon as the possibility of

such controversy is envisaged be brought to the notice of the Board.

B-FINANCE SECTION

18. The Finance Section of the Board shall be consulted before the issue of orders relating to all proposal which affect

the funds of the Board and in particulars-

a) Subject ot financial delegation made in favour of Chief Executive officer and other officers of the

Board, proposals to add any post or abolish any post from the Board's service or to vary the

emoluments of any post .

b) Proposals to sanction an allowance or special or personal pay for any post or class of posts to

any servant of the Board,

c) proposals involving abandonment of revenue or involving an expenditure for which no rovisions

has been made in the budget

19. The view of the Finance shall be brought on to the permanent record of the Section to which the case belongs and

shall form part of the case.

20. The Finance Section may prescribe cases in which its assent may be presumed to have been given.

21. The Finance Section may issue instructions to govern financial procedure, in general in all sections and to regulate

the business of the Finance section and the dealing of other sections with the Finance section.

C-LEGAL SECTION

22. Whenever it is proposed,-

i) To issue a statutory regulation, notification or order, or

ii) To sanction under a statutory power the issue of any regulation, bye -law, notification or order by a

subordinate authority, or

iii) To submit to Government any draft statutory regulation, notification or order for issue by them. The same

shall be referred to Legal Section for opinion and advice.

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23. (1) All sections shall consult the Legal Section-

(a) The construction of Statutes Acts, Regulations, Orders and Notifications,

(b) and general legal principles arising out of any case, and

(c) The institution or withdrawal of any prosecution or any other Legal proceedings at the instance of any section.

(2) Every such reference shall be accompanied by an accurate statement of the facts of the facts of the case

and the point or points on which the advice of the Legal Section is desired.

PART IV- DELEGATION OF FINANCIAL POWERS

24. The financial powers given in the Third Schedule are delegated to the Chairman, Chief Administrator and Officers

of the Board to the extent indicated against each. These delegations are subject to the provisions in the relevant

project or works estimates in the budget.

PART V- ACCOUNTING / WORK PROCEDURE

25. The accounts will be maintained on the Commercial pattern unless otherwise specified by the Government.

26. P.W.D. code will be applicable along with relevant financial hand books and manual of order except and to the

extent modified otherwise.

27. All works upto Rs, 1,00,000 will be considered as minor works for purpose of maintaining work abstracts and

submission of accounts.

28. The monthly accounts as compiled by the various Divisions will be consolidated at Head quarters by the" Chief

Accounts Officer'. However, for the first three months all the bills will be got pre-audited by the Chief Accounts

Officer with the purpose of training the officials regarding accounting procedure to be adopted in the Board.

Thereafter, there will be no pre- audit system and correctness of accounts bills as well as payments thereof will be

ensured at the divisional level.

29. The strength of the staff in the offices of C.E., S.E.S. and XEN's will be as per pattern of P.W.D branches

of the State Government provided that the staffing pattern can be modified by Board from time to time without

exceeding the P.W.D. norms.

PART IV- SUPPLEMENTARY

30. The Secretary shall be responsible for the careful observance of these regulation and when he considers that there

has been any material departure or deviation from them, shall personally, bring the matter to the notice of the Chief

Administrator.

By order of the Board

1. The above regulations will take effect from 29th Jully, 1980.

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5th July, 1977 and 2nd May, 1978, Housing Board Haryana (Conduct of Meetings) Regulations 1972 dated7th November, 1972 shall stand repealed with effect from 29th July 1980.

Provided that the repeal shall not effect the previous operation of any thing duly done or suffered thereunder or any

right, privilege obligations or liability accrued or incurred under any regulations so repealed.

R.K. Chawla,

Secretary

FIRST SCHEDULE

The following cases shall be referred to the Board for decision:-

(1) Annual financial statement and demand for supplementary, additional and excess grants.

(2) Unbudgeted expenditure required to be expended by the Board.

(3) Consideration of the annual audit report on the accounts of the Board.

(4) Consideration of the annual audit report to be submitted to the State Government.

(5) Proposal relating to regulations and bye-laws to be made by the Board under section 74-75 of the Act including any

proposals for amendment of such regulations and bye-laws.

(6) " Recommendations to the State Government regarding any draft rules or amendment thereto required to be made

by the State Government under section 73 of the Act.

(7) Any dispute arising between the Board and the State Government in respect of any direction given by the State

Government.

(8) Sanction of project estimates

(9) Sanction of budget estimates.

(10) Contribution to reputed national and international associations.

(11) Delegation and modification in the financial powers of the officers of the Board.

(12) All important audit objections and inspection reports etc. involving a loss/ recovery of Rs. 1,000 and above , in

which conduct of officers / officials involved and responsibility for lapses / losses is to be determined.

(13) Fixation of pay scales.

(14) Direct recruitment to all the posts other than class (iv) posts (powers of the Board shall be exercised by the

selection Committee consisting of Chairman, Chief Administrator and one or more technical or Administrative

Officers to be nominated by the Chairman).

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(15) Appointment of consulting Engineers.

(16) Cases of pay fixation and advance increments in relaxation of rules.

(17) Grant of advance from CPF in relaxation of rules.

(18) Reimbursement of medical claims in relaxation of rules .

(19) Donation & contribution to any Relief Fund approved by the Central / State Government .

1. Appeals in establishment matters in respect of Class-I and Class-II employees, if impugned orders have been

passed by the Chief Administrator.

2. Grant of special / additional or personal pay/ allowances for staff with a minimum of scales of above Rs. 300 per

mensem.

SECOND SCHEDULE 'A '

The following cases shall be referred to the Chairman for decision.

(i) Recruitment in respect of Class IV employees.

(ii) Appeals in establishment matter in respect of class -III & Class IV employees if the

impugned order has been passed by the Chief Administrator.

SECOND SCHEDULE 'B'

The following cases shall be referred to the Chief Administrator for decision :-

(1) Appointment on deputation and promotions.

(2) Posting and transfer of the officers and staff.

(3) Grant of honorarium for holding dual charge.

(4) Except as other wise provided, all other allied establishment matters in respect of officers/ staff of the

Board.

(5) Grant of leave where a substitute is to be appointed

(6) All cases regarding disciplinary action against the employees of the Board.

MISCELLANEOUS CASES

(1) Banking arrangement.

(2) Grant of permission to perform journeys beyond sphere of duties by the officers and ,

(3) To permit employees to travel on duty by air.

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SANCTION OF LOAN/ ADVANCES

(a) To declare that the possession of the conveyance by an employee of the Board is in interest of

the Board as per policy of the Board.

(b) To sanction any other advance in accordance with the policy of Board.

(c) To sanction conveyance allowance.

(d) Granting or permitting an employee to receive honorarium.

(e) Sanctioning the taking of work by an employee for which a fee is offered.

(f) To sanction permanent advances for subordinate officers upto Rs.2,000.

(g) Re-appropriation of funds within the same budget head.

(h) To institute, conduct and defend any legal proceedings-by or against Board or its efficiency in

connection with the affairs of the Board.

(i) To incur expenditure where there is no specific provision in the budget or in excess specific provision in

the Budget in emergency.

Notes :- (i) In an emergency, the Chief Administrator may, if he considers it to be essential in the interest of the Board,

exercise powers beyond the scope of these delegations, subject to a report to the Board, for approval in the next

meeting.

(ii) Where not specifically provided in the delegations, the Chief Administrator will exercise powers in respect of such

items to the extent considered essential by him in the interest of the Board subject to a report in the Board for

approval in the next meeting.

THIRD SCHEDULE

Schedule of delegation of financial powers to the Chairman, Chief Administrator and Officers of Housing Board Haryana

S.No.	Nature of Power	To whom delegate	Extent of delegation	Remarks
1	Works To accord administrative approval to proposals for works	State Government Board Chairman Chief Administrator Chief Engineer Superintending Engineer Executive Engineer	Full Powers up to Rs. 100.00 Lacs up to Rs. 50.00 Lacs up to Rs. 40.00 Lacs up to Rs.5.00 Lacs up to Rs. 1.00 Lacs up to Rs. 5,000	Subject to budget provisions
2.	To accord technical sanction to the detailed estimates for original works	Chief Engineer S.E. Executive Engineer	Full powers up to 5 percent of the amount of administrative approval. Up to Rs. 1.00 lac for each work provided administrative approval is not exceeded to by more than 5 percent Upto Rs. 20,000 for each work provided administrative approval is not exceeded by more than 5	

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3.	To accept tenders for execution of works	Chief Engineer Superintending Engineer Executive Engineer	Full Powers " Full powers subject to the condition that approval of Chief Administrator is mandatory when- (1) the tender is other than the lowest or is a single tender , or (2) overall tender rate is more than the Haryana Schedule of Rates - 1988 + latest sanctioned ceiling premium + @ 2.5 % per year over and above on both beyond the year of the sanctioned ceiling premium, or (3) value of non- scheduled items exceeds 15% of the total value of the tender. Rs 10.00 lacs subject to the condition that approval of Chief Engineer is mandatory when- (1) The tender is other than the lowest or is a single tender or (2) overall tender rate is more than the Haryana schedule of Rates - 1988+ latest sanctioned ceiling premium+ @1 % per year over and above on both beyond the year of the sanctioned ceiling premium, or (3) value of non- scheduled items exceeds 10% of the total value of the tender. Rs. 4.00 lacs subject to the condition that approval of superintending Engineer is mandatory when - (1) the tender is other than the lowest or is a single tender , or (2) overall tender rate is more than the Haryana Schedule of Rates - 1988 + latest sanctioned ceiling premium, or (3) value of non-sheduled item exceeds 5% of the total value of the tender" (i) Full Powrs upto Rs.5.00 lacs (ii) Rs. 10.00 lacs when the tendered rates are not more than 5% over Haryana Schedule of Rates plus sanctioned pre-mium	Notes -(1) The c call tenders eith percentage item based or lumpsu contract will res the Executive E or authority compe accept tenders a suitablility in th interest of progr work. (ii) Tender form P.W.D. B& R o Haryana State w modified to suit Board's working (iii) The Chief Administrator , , Will appoint Arbitrator to res despute arising various contract the decision of t Arbitrator shall binding on both parties . (iv) The Execut Engineer will be empowered to g sample made up cost of Rs. 1, 000 witho quotations provi has satisfied hin after making qu from the market the reasonability of rates.

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			(ii) No higher rates are paid than those contained in the Haryana Schedule of Rates or in the	

4 To purchase stores for sanctioned works for supply of materials for works/stock.

(a) Against D.G.S. & C.E. D.C. O.S.R. rates contracts steel through BRC, TPC / Cement through recognized sources, bricks / tiles on D.F.C. rates — Full powers upto re-serve stock limit

S.E. XEN — Ditto Full powers upto re-serve stock — For purchases be Rs.5000/- from open m ther e will be a purc hase com mitt

				ee to be appointed by the Board.
	(b) From open market local purchase	(i) Asstt. Engineer	Upto Rs.50 at any time for any single item at the lowest rate on quotations obtained from three different independent sources. In the case purchase is to made at a rate higher than the lowest approval of the next higher authority is to be obtained. He will also be competent to purchase any single item upto Rs. 20 without calling quotations, but after satisfying himself by verbal inquiries that the rates are reasonable.	
		(ii) XEN Rs.2000 at a time subject to a ceiling of Rs.25000 per annum and subject to condition against (i) above.		
		(iii) S.E. Rs.5000 at a time subject to a ceiling of Rs.25000 per annum and subject to condition against (i) above.		
		(iv) C.E. Rs.5000 at a time subject to a ceiling of Rs.100000 in a year and subject to condition against (i) above.		
5	To accord sanction to non-schedule / extra items	C.E.	Full powers	These powers are subj the conditions that the

			cost including extra items do not exceed the powers of the concerned authority accord technical sanction to the estimates by more than 5 percent.	
		S.E.	In respect of an contract accepted by an authority upto 20 percent of the contract value subject to a ceiling of Rs. 100000	
6	Award of work by acceptance of a tender other than the lowest	C.E.	Full power subject to prior acceptance of tender by the competent authority.	
7	Award of work by negotiation	C.E.	Full powers	
		S.E.	Full powers with the approval of the Chief Administrator	
8	Write off of infructuous expenditure will be brought to the notice of the Board.	C.E.	Full powers but all cases involving an expenditure on construction of more than Rs. 1000	
9	Powers of Avertisement	C.E.	Full powers	
		S.E.	This power is in respect of issue of advertisement for Tenders only.	Upto Rs. 2000 per job
		XEN		Upto Rs. 1000 per job
10	Passing the first & final running accounts bills	XEN	Full powers	
11	Passing of bill, of work	XEN	Full powers subject to the condition	

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			charge establishment	
	that the appointment is made by the competent authority.			
12	Write off of T&P and other articles of which part of has been recovered.	Chief Administrator	Full powers	All cases of more than 1000 will be reported Board.
		S.E.	Upto Rs.10000 in a year	
		XEN	Upto Rs. 500 in a year	
13	Sanction of payment under Workman's compensation Act	C.E.	Full power subject to the advice of Legal Asstt. being first obtained	
14	To accord sanction to expenditure on ceremonies connected with laying of foundation stones and proposals of the Chairman of opening of Board's buildings. Housing Board in the organization of ceremonies	Chief Administrator	Full powers give full considerations to the recommendations and	Chief Administrator w and functio
15	For fixing reserve stock limit	Chief Administrator	Full powers	
16	Grant of extension of time completion of works	C.E.	Full powers	Reasons for extensi time be reported t Board in respect of al cases proceed ing of the meeting .
		S.E.	Full powers upto Rs. 10 lacs	
17	To make advance payment of electric supply undertaking under India Electricity Act, 1910 for the execution of work.	XEN	Full powers with prior approval of Chief Engineer	
18	To accord sanction to journey beyond jurisdiction	Chief Administrator	Full powers	
19	To accord sanction to recruitment / termination of work charged staff for the posts mentioned in the schedule of rates.	C.E.	Upto scale with maximum of Rs. 1000 per month subject to the following conditions :	
			(i) Provision exists in the	

			sanctioned estimates to cover the cost of such establishment (ii) Orders to commence the work have been received from competent authority (iii) Necessary funds either already exist or have been provided for by the competent authority.	

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			(iv) The pay and allowance of such post shall not exceed the prescribed rates in case where such rates have been differently laid down by the higher authority.	
		S.E.	Upto scale with maximum of Rs. per month subject to the conditions above	Position about recruitment / terminat work-charged staff fo
			quarter should be reported	to the
		Board XEN	Upto scale with maximum of Rs. 200 per month subject to the conditions as above	
20	To recruitment/terminat muster roll	Asstt. Engineer	Full powers for labour to be employed for execution of work departmentally at the rate of wages mentioned in C.S.R. or approved / fixed by the D.C. of the District subject to the condition that prior approval of employment of such labour alongwith wages proposed to be paid is obtained	

			from the Executive Engineer	
21	To sanction repairs and carriage estimates of tools and plants	S.E.	Full powers	Full powers at rates w the schedule of rates premium sanctioned
			time to time.	
		XEN	Rs. 1000 in each case	
		A.E.	Rs. 25 in each case	
22	To sanction cartage and handling of stock material chargea ble to stock	XEN	Full powers	
23	to sanction purely temporary increase or to sanction decrease of the reserve stock limit of a Division	C.E.	Full powers	Provided that increase absorbed within 6 m from the date of incr Copies of orders sanctio the revised limits endorse d to the Board and the limits not raised within six months from the date of increase that in the case of decreas e copies of order sanctio ning the revised limit are endorse d to the Board and the limits not increase d within six months
		S.E.	Upto 50%	
		XEN	Upto 20%	

				from the date of decrease. Provided further that these powers should be exercised only in consultation with Administrator and Accounts Section.
24	To sanction sale of articles on the stock accounts for full value plus usual charges of 10%	C.E. S.E. XEN	Rs. 50000 Rs. 5000 Rs. 5000	Provided that :- (i) These powers will only be exercised for sale of material to Government and Semi-government Institutions and to such consumer who might need in connection with the completion of their works under the Board. (ii) The addition of 10% may, however, be waived by the authority empowered to sanction the sale in the case of stock declared surplus by the competent authority and which in his opinion would otherwise be unserviceable; Provided further that the articles of essential commodities or controlled articles shall not be sold by the S.E. and XEN. Provided further that these powers should be exercised in consultation with the Chief Administrator and Accounts Section.
25	(i) Disposal of material on book without value by auction or by calling bids. (ii) Disposa of surplus	C.A. C.E. S.E. XEN	Full powers Full powers Rs. 5000 (New) Rs. 1000 (New)	

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unserviceabl obsolete material / T & P articles borne on books with value:-			
(a) To declare stores / T&P Articles surplus, unserviceable or obsolete and to their resale prices to prescribe the mode of disposal	C.A. C.E. S.E. XEN Secy.	Rs. 25000 Rs. 10000 Rs. 5000 Rs. 1000 Rs. 1000	Provided that provisi para 4.40 of the Pu PWD code are complied the material declared su will not be required fo execution of any c Boards works in foreseeable future and the material declared unserviceable or obsolete is beyond repairs renovation.
(b) To dispose of material T&P articles declared surplus unserviceable or obsolete and sanctioning resultant loss therein, if any	C.A. C.E. S.E. XEN Secy.	Rs. 15000 in each case Rs. 10000 in each case Rs. 5000 in each case Rs. 1500 in each case Rs. 1500 in each case	The cases exceeding t amount as also cases Store Purchase comm not unanimous or highest bid is not to be accepte d, whateve r be the reason even if the value is within the powers of the store Purchas e Commit tee will be referabl e to the Board. The autho sanction ing the wr shall satisfy themsel ves that the loss has not resulted from

			excess or injudicious purchase of stores.
			While exercising the powers, the following points must also be kept in view :-
			(a) Reserve price should be fixed in accordance with the rules laid down by the Board
			(b) Material should disposed of according to the proscribed procedure
			(c) The Board would be informed of the disposed of together with their value
26	To sanction the scale of grass trees or other produce in the Board's lands.	C.E./S.E. XEN	Full powers Rs. 500
27	To sanction dismantle of temporary buildings and structure when the purposes for which the constru	C.E. S.E. XEN	Full powers Rs. 5000 Rs. 2000

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	ction was underta ken had been fulfilled			
28	To sanction the writing off finally of the irrecoverable value of stores T&P Articles of public money lost by fraud or the negligence of individual or other	C.E. S.E.	Rs. 5000 Rs. 500	In each case provided th (a) The loss does not disclose defect of system the amendment of v requires the order o higher authorit y or serious neglige nce on the part of some individ ual which might possibly called disciplina ry action requiring the order of higher authority. (b) A report of all such cases is sent to the Board
29	To write off articles of T&P Offic furnitur rendered unserviceable through wear and tear the original purchase value of the articles being estimate d if not known	C.A. C.E. S.E. XEN Secy.	Rs. 10000 Rs. 10000 Rs. 5000 Rs. 1000 Rs. 1000	Provided that loss i caused due to negli and carelessness o employees.
30	To write off actual losses of stock and T & P articles	C.E. S.E. XEN Secy.	Rs. 1000 Rs. 500 Rs. 200 Rs. 200	

	books lost or rendered unserviceable in their own and in subordinate offices, if any	C.E. S.E. XEN Secy.	Full Powers Full Powers Rs. 20 in each case Rs. 20 in each case	
32	To write off irrecoverable item outstanding in the miscellaneous advances	C.A.	Upto Rs. 1000 in each case in consultation with C.A.O.	Provided that the amo has been outstanding than 5 years and is fu declared as irrecoverable.
		C.E. Rs. 50 in each case XEN Rs. 25 in each case		
33	Contingencies	Board	Full Powers	
		Chairman	Upto Rs. 3.00 lacs	
		Chief Administrator	Upto Rs. 1.00 lacs	
		Other officers of the Board	As per powers contained in P.F.R.	

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Part-III

HARYANA GOVERNMENT HOUSING DEPARTMENT NOTIFICATION

The 14th March, 1975

No. G.S.R. 26 / H.A. 20 / 71 / S. 73 / 75. In exercise of the powers conferred by sub-section (1) of section 73 of the Haryana Housing Board Act, 1971, and with reference to Haryana Government, Housing Department notification No. G.S.R. 143 / H.A. 20 / 71 S. 73 / 74 dated the 15th November, 1975, the Governor of Haryana hereby makes the following rules, namely:

1. These rules may be called the Housing Board Haryana (Disposal of Property, Betterment Charges, Eviction, Assessment of Damages and Manner of Appeal) Rules, 1975.

2. In these rules unless the context otherwise requires:-

(1) 'Act' means the Haryana Housing Board Act, 1971;

(2) 'Form' means a form appended to these rules;

(3) 'Government' means the Government of the State of Haryana in the Housing

(4) 'Section' means a section of the Act.

3. (1) Any land vesting in the Board may with the previous concurrence of the Government b transferred by the Board to the Government and when such transfer is made, the loans advanced by the Government to the Board shall be reduced to the extent of the purchase value of the land so transferred plus the charges incurred on the establishment for its maintenance and on its development.

(2) Any building vesting in the Board may, with the previous concurrence of the Government, be transferred by the

Board to the Government and when such transfer is made, the loans advanced by the Government to the Board

shall be reduced to the extent of the cost of the building so transferred plus the charges incurred on the

establishment for its maintenance but less a reasonable amount to be deducted on account of depreciation.

(3) Subject to the provisions of sub-rule (1) and (2) the Board shall not lease, sell, exchange or otherwise dispose of

any immovable property vesting in it and situate in the area comprised in any housing scheme sanctioned under

the Act, without the prior approval of the Government.

Such Transfer shall be subject to such terms and conditions as the Government may determine in each case in that

behalf :

Provided that no such approval shall be required for:-

(a) Allotment and sale of tenements, premises and residential / commercial plots according to the

regulations made by the Board in that behalf.

(b) Leasing any vacant land for a period not exceeding two years at a time; and

(c) Sale or demolition of any building or structure, which is in a dangerous condition or beyond repair.

4. The notice proposing assessment and levy of betterment charges under section 41 shall be in form A.

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5. The rate of interest chargeable in respect of betterment charges under sub-section (1) of section 42 shall be seven and half

percent per annum.

6. (1) Every reference in respect of matters mentioned in section 47 shall be made by the Government to the

Tribunal by means of an application. Such application shall be accompanied by as many copies thereof as may be

required for service on the parties concerned.

(2) Whenever any application in respect of any such matter is made to the Tribunal, it shall endorse on the

original application the date of receipt and cause it to be registered in a register kept for that purpose.

(3) The Tribunal shall thereupon cause a notice together with a copy of the application, if available, to be delivered or

sent by registered post to the parties concerned and whenever necessary by affixing it at the site giving intimation

of the application and where no copy of the application is available, appointing the time and place for inspecting the

same and specifying a date for submitting a written statement in reply, if any and for serving copies on the other

parties and calling up on them to appear before the Tribunal at the time and on the date specified in the notice. The

notice shall also state that, if the parties, concerned do not appear before the Tribunal either in person or through

his solicitor, or pleader or the other authorized agent on the date specified in the notice or any subsequent date to

which the hearing may be adjourned, the Tribunal shall hear and decide the mater ex-parte.

(4) If on the date fixed for hearing or any other subsequent way to which the hearing may be adjourned, the applicant

does not appear either in person or through his Solicitor, Advocate, pleader or other authorized agent when the

application is called for hearing, the Tribunal may dismiss the application or may decide it on merits, after hearing

the party present or his Solicitor, Advocate, pleader or other authorized agent, if present.

(5) If on the date fixed for hearing or any other subsequent date to which the hearing may be adjourned, any other

person who has been served with a notice under sub-rule (3), does not appear in person or through his Solicitor,

Advocate, pleader or other authorized agent when the application is called for hearing the Tribunal may decide the

same on merits after hearing the applicant, his Solicitor, Advocate, pleader or authorized agent.

(6) If any of the person referred to the sub-rule (5) was absent at the date of hearing, either preliminary or final, and the

application was heard and decided ex-parte, the party concerned may within a period of thirty days apply for

restoration of the application and if the party satisfies the Tribunal that he had no notice of the date of hearing or

that he was prevented by any sufficient cause from appearing when the applicant was called for hearing, the

Tribunal may restore the application to its file; provided that where the other party had appeared, such party shall

be given notice and an opportunity of being heard before the order for restoration of application is made.

(7) When the hearing of an application is complete, the Tribunal shall pronounce its decision.

(8) Every decision of the Tribunal shall be in writing and an authenticated copy thereof shall be furnished to the Board.

The Tribunal shall, in its decision, state at the end whether the application is dismissed or allowed wholly or in part
and mention the relief, if any granted to the applicant or the parties concerned.

(9) A copy of every decision of the Tribunal under this rule shall be transmitted to the Board for being forwarded to the

concerned Revenue Officer. Every such decision, in so for as it creates or modifies any right in respect of land,

shall be recorded in the Record of Rights.

(10) The Tribunal shall hold its sittings at such time and place as it may determine.

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(11) The Tribunal may, if sufficient cause is shown, at any stage of the hearing of the application, grant time to the

parties, or to any of them and may from time to time adjourn the hearing of the application.

7. The notices to be served under section 51, 52 and 53A shall be in the following forms, namely:-

(a) Under the proviso to sub-section (1) of section 51, in form B,

(b) Under sub-section (1) of section 51, in form C,

(c) Under sub-section (1) of section 52, in form D,

(d) Under sub-section (2) of section 52, in form E,

(e) Under sub-section (1) of section 53A, in form F and

(f) Under sub-section (1) of section 53A, in form G.

8. (1) A notice under sub-section (1) and the Proviso to sub-section (1) of section 51 and sub-section (1) and (2) of section 52 and sub-section (1) of section 53A may be served by any officer or servant authorized in this behalf by the Board:-

(a) By giving or tendering it to the person to whom it is addressed;

(b) If such person is not found, by giving or tendering it to some other adult member of the family of the concerned person;

(c) Where the person to whom it is addressed or some other adult members of the family of the concerned person refuses to receive the notice or where the serving officer after using all due and reasonable diligence cannot find the person and there is no agent, empowered to accept service of notice on his behalf, nor any other person to whom service can be made, the serving officer shall affix a copy of the notice on the outer door or some other conspicuous part of the house in which the person ordinarily resides or carries on business or personally work for gain;

(d) Where for any reason whatsoever the notice is returned unserved the serving officer may, either in lieu of or in addition to, direct the notice to be served by registered post addressed to the person or his agent empowered to accept service at the place where the person or his agent ordinarily resides or carries on business or personally works for gain.

2. An acknowledgement purporting to be signed by the person or the agent or any endorsement by a postal employee that the person or the agent refused to take delivery may be deemed to be prima facie proof of service.

9. For the purpose of taking possession of the premises under subsection (2) of section 51, the competent authority or any officer or servant empowered by him in this behalf may enter the premises at any time except before sunrise and after sunset.

10. (1) In assessing damages for unauthorized use and occupation of any of the Board premises, the competent shall take into consideration the following matter, namely:-

a) The purpose and the period for which the Board premises, were in unauthorized occupation;

b) The nature, size and standard of the accommodation available on such premises;

c) The economic rent of the premises for the period of unauthorized occupation, such rent being calculated in accordance with the formula decided by the Government from time to time.

d) Any damage done to the premises during the period of unauthorized occupation;

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e) Any other matter which in the opinion of the competent authority is relevant for the purpose of assessing

the damages.

(2) Before assessing the damages, the competent authority shall give the person in unauthorized occupation an

opportunity of being heard.

11. (1) On receipt of the appeal and after receipt of the report from the competent authority, which shall be sent by the competent authority as expeditiously as possible, the appellate authority shall fix a date and time for hearing the

appeal and give intimation in writing of such hearing to the appellant and the competent authority.

(2) The appellant may, on the appointed date and on subsequent hearing appear either in person or through a

representative duly authorized by him in writing in this behalf.

(3) The competent authority or his representative may likewise attend the hearing of the appeal.

(4) The appellant authority shall have power to elicit further information from the appellant and the respondent to

facilitate the disposal of the appeal.

(5) The findings of the appellant authority shall be in writing and be communicated to the appellant. A copy of it shall be

sent to the competent authority.

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Form 'A'

(see rule 4)

WHEREAS, the Housing Board Haryana, has formulated a housing scheme known as

AND WHEREAS land bearing No. _____ covered by the said scheme will, in the opinion of the Board, increase in value;

AND WHEREAS betterment charges are leviable in respect of such land as per the provisions of the Haryana Housing Board Act, 1971, notice is hereby given to Shri / Shrimati _____ owner / person having interest in the land, that betterment charges are proposed to be assessed and levied, and that he / she may make a representation in writing within

period of thirty days from the date of receipt of this notice either in person or through his / her legal adviser against the proposed assessment and levy.

Form 'B' (see rule 7 (a))

To

Shri / Shrimati / Kumari _____ Son / Daughter / Wife of _____ residing at _____ of _____ District.

WHEREAS I, the undersigned, am satisfied that

* (i) You have not paid rent lawfully due from you for more than two months commencing from _____ in respect of the premises described in the Schedule appended hereto;

* (ii) You have sublet, without the permission of the Board, the whole or part of the premises described in the Schedule appended hereto;

* (iii) You have and thereby have acted in contravention of the terms under which you were authorized to occupy and use the premises described in the Schedule appended hereto;

* (iv) You are in unauthorized occupation of the premises described in the Schedule appended hereto;

AND WHEREAS in exercise of the powers conferred on me by sub-section (1) of section 51 of the Haryana Housing Board Act, 1971, I purpose to order you (as well as _____ who is / are in occupation of the whole / a part of the said premises) to vacate the said premises within one month from _____ 197_____, on the grounds aforesaid (herein after referred to as the proposed order).

NOW, THEREFORE, as required by the provisions of the proviso to sub-section 1 of section 51, I call up on you to tender an explanation and produce evidence, if any and show cause within fourteen days from the date of this notice why the proposed order should not be made.

SCHEDULE

Full particulars of the premises. Dated _____

Signatures of the Competent Authority

---

* Any of the alternative which is relevant to be specified, specific contravention to be mentioned Omit if not applicable

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Form 'C'

(see rule 7)

To

Shri / Shrimati / Kumari _____ Son / Daughter / Wife of _____ residing at _____ of _____ District.

WHEREAS I, the undersigned, am satisfied-

* (i) That you have not paid rents lawfully due from you for a period of more than two months in respect of the premises described in the Schedule appended hereto;

* (ii) That you have sublet without the permission of the Board, the whole or part of the premises described in the Schedule appended hereto;

* (iii) That you have

and thereby have acted in contravention of the terms under which you were authorized to occupy and use the premises described in the Schedule appended hereto;

* (iv) That you are in unauthorized occupation of the premises described in the schedule appended hereto;

NOW, THEREFORE, in exercise of the powers conferred on me by subsection (1) of section 51 of the Haryana Housing Board Act, 1971, I hereby order you.

As well as _____ who is / are in occupation of the whole / a part of the said premises to vacate the said premises within one month of the date of service of this notice, failing which you may be evicted forcibly, unless you pay to the Board the rent in arrear or carry out or otherwise comply with, to my satisfaction, the terms contravened by you.

SCHEDULE

Full particulars of the premises- Dated _____

Signatures of the Competent Authority

---

* Any of the alternative which is relevant to be specified, specific contravention to be mentioned Omit if not applicable.

Form 'D' (See rule 7c) To

Shri / Shrimati / Kumari _____ residing at _____ o _____ District.

WHEREAS you are in occupation of premises described in the Schedule hereto appended.

AND WHEREAS a sum of Rs. _____ being the arrears of rent form _____ date of

_____ 197 in respect of the said premises is due and payable by you to the Board.

NOW, THEREFORE, in exercise of the powers conferred on me by sub-section 1 of section 52 of the Haryana Housing

Board Act, 1971, I hereby order you to pay the said sum within a period of thirty days from date of service of this notice failing

which the said sum will be recovered as arrears of land revenue.

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SCHEDLE

Dated _____ Signature of the Component Authority.

FORM 'E'

(See rule 7 d)

To

Shri / Shrimati / Kumari _____ residing at _____ of _____ District.

WHEREAS you are in unauthorized occupation of the Board premises described in the Schedule appended hereto;

AND WHEREAS, in exercise of the powers conferred up on me by sub-section 2 of section 52 of the Haryana Housing Board

Act, 1971. I have assessed Rs. _____ as damages payable by you on account of the use and

occupation of the said premises. I hereby order you to pay the said amount of damages within a period of thirty days from the

date of the service of the notice. If the said amount is not paid within the period specified above, it will be recovered as

arrears of land revenue.

SCHEDULE

To

Dated _____ Signature of the Competent Authority

Form 'F'

(See rule 7 (e))

(Notice to show cause against imposition of penalty)

Shri / Shrimati / Kumari _____ _____ residing at

_____ _____ of District _____.

WHEREAS, you have not paid the sum of Rs. _____ towards installment / rent / other charges of the

period _____ due on _____ in respect of the premises described in the terms of

allotment letter / agreement / demand notice.

NOW, THEREFORE, you are hereby informed to appear personally or through a duly authorized agent, before me at my

office on _____ _____ and explain why a penalty not exceeding 25% of the amounts remaining

unpaid as provided in section 53A (1) of the Haryana Housing Board Act, 1971, be not imposed upon you according to law.

If you do not appear as directed, the case will be decided in your absence ex-parte.

SCHEDULE

Dated _____ Signature of the Competent Authority

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Form 'G'

(See rule 7 (f))

(Order regarding imposition of penalty under section 53A (1) of the Act)

To

Shri / Shrimati / Kumari _____ residing a

_____ of Distric

_____.

WHEREAS you were served with a show cause notice to explain the reason, if any why the penalty be not imposed on you for delay in payment of amounts due for you in respect of the premises mentioned above;

AND WHEREAS, you appeared / failed to appear in my office on _____ _____ and I am satisfied that you have willfully failed to pay the amount due from you within the prescribed period.

NOW, THEREFORE, in exercise of the powers conferred on me by section 53A (1) of Haryana Housing Board Act, 1971, I impose up on you a penalty amounting to Rs. _____which you are required to pay along with the amount of the unpaid installment / dues within thirty days of the issue of this notice.

Further take notice that if the sums due from you and penalty are not paid, you are liable to be evicted and the sums due shall be recovered from you as if these were arrears of land revenue.

SCHEDULE

Dated _____ Signatures of the Competent Authority.

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HOUSING BOARD, HARYANA (CONDUCT OF MEETINGS),

REGULATIONS 1980.

The 16th October, 1981

No. 66 /12B-In exercise of the powers conferred by clause (c) of section 74 of the Haryana Housing Board Act, 1971 (Haryana Act, 20

of 1971), and with the previous sanction of the State Government conveyed, - vide their memo No. 3/9/80-HG, dated the 22nd July,

1981 and 20th September, 1981, the Housing Board Haryana, hereby makes the following regulations, namely:-

1. ***Short Title-*** These regulations shall be called the "Housing Board Haryana (Conduct of Meetings) Regulations, 1980"

2. ***Definitions:-***

(i) In these regulations unless there is anything repugnant in the subject or context:-

(a) 'Act' means the Haryana Housing Board Act, 1971 (Act 20 of 1971) and shall include any statutory amendment or

modification or re-enactment thereof.

(b) 'Adjournment' means the postponing or deferring of the proceedings of a meeting generally to another day or to

another hours of the same day.

(c) 'Agenda' means the items of business proposed to be transacted at a meeting.

(d) 'Amendment' means an alteration or modification in the terms of a motion or a resolution.

(e) 'Board' means to the Housing Board Haryana constituted under section 3 of the Act.

(f) 'Chairman' means the Chairman of the Board.

(g) 'Chief Administrator' means Chief Administrator of Board.

(h) 'Member' means a member of the Board.

(i) 'Meetings' means a meeting of the Board whether ordinary or special held in accordance with the provisions of

section 15 of the Act.

(j) 'Minutes' means the record of the proceedings of the meeting of the Board.

(k) 'Motion' means a proposal moved at a meeting.

(l) 'Prescribed' means prescribed by the act or by any rules framed by Government under the Act or by any

regulations framed by the Board.

(m) 'Presiding Authority' means the Chairman, or in his absence, the Member chosen by the members present at the

meeting.

(n) 'Quorum' means the minimum number of members of the Board, Whose presence is essential for the proper or

valid transaction of business at a meeting.

(o) 'Requisition' means a written demand made by the specified number of members for calling a meeting.

(p) 'Resolution' means a motion initiated by Chairman or any members of the Board, which has been carried at a

meeting or by circulation among the members without convening a meeting.

(q) 'Secretary' means Secretary of the Board appointed by Government under sub-section (i) of section 11 of the Act.

(ii) Other expressions shall have the meanings respectively assigned to them under the Haryana Housing Board Act, 1971, as

amended from time to time, and the rules framed thereunder.

3.1 Holding of Meetings- The Board may hold a meeting either ordinary or special for the transaction of business, adjourn and /

or otherwise regulate it and its proceedings, deemed fit, provided, however, that an ordinary meeting shall be held once at

least in three month.

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3.2 Who may call a meeting of the Board- The Chairman may at any time at his discretion and shall on receipt of a requisition of two-thirds of the members actually serving or when the Government so directs convene a meeting of the Board.

4. Date, Time and Place of meeting- The meetings of the Board shall normally be held at the Head Office of the Board during Office hours. The exact date, time and place of each meeting shall be fixed by the Secretary, with the prior approval of the Chairman.

5.1 Quorum- The Quorum for every meeting shall be one-third of the number of members actually serving for the time being.

5.2 When a quorum not present, meeting to be dissolved and when to be adjourned- (i) if within fifteen minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon a requisition of members as laid down under regulation No. 3.2 shall be dissolved but in any other case shall stand adjourned to any future day or to any hour of the same day, as Presiding Authority may determine and announce at the time of adjournment. If at such adjourned meeting a quorum is again not present within fifteen minutes from the time appointed those members who are present, shall constitute a quorum provided their number is not less than four and may transact the business, for which the meeting was originally called.

(ii) When a quorum has once been constituted and the business of the meeting properly started, it shall constitute unless some member objects and calls the attention of the Presiding Authority to the absence of a quorum. In such circumstances, the Presiding Authority would make a count and if there is no quorum within the next fifteen minutes, he shall adjourn the meeting to any future day or any hour of the same day, as he may determine. The procedure thereafter will be as prescribed in regulation No. 5.2 (i).

5.3 Power to adjourn meeting- The Presiding Authority may, if he thinks it necessary or expedient, and shall, if so directed by the meeting, adjourn the same from time to time and from place to place but no business shall be transacted at the adjourned meeting, other than the business left unfinished at the meeting which had adjourned. When an adjourned meeting is to be held within 48 hours, it shall not be necessary to give a fresh notice. A notice shall be sent to all members in case of a longer adjournment.

5.4 Power of a meeting in which quorum is present- A meeting duly held under these regulations shall be competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the Board.

6.1 Who shall preside at the meetings of the Board- The Chairman shall preside at every meeting, but in case he is unable to attend any meeting, if shall be presided over by any member, chosen by the members present at the meeting for the occasion.

Note- If any occasion arises where any member is to be chosen as Presiding Authority, the members present shall do so even if there be not a quorum.

6.2 Presiding Authority's Duties for Conducting the meeting- It shall be the duty of the Presiding Authority to conduct the meeting, in accordance with these regulations and in particular-

1. To ensure that the meeting is property convened and constituted, that is, a proper notice is served on the members and there is a quorum;

2. To see that all the statutory requirements are duly observed at the meeting;

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3. To give due and sufficient opportunity to those members who wish to speak on the subject under debate or discussion;

4. To allow no discussion unless there is some motion before the meeting and to prevent irrelevant discussions;

5. To give his ruling/s on points of procedure and to decide all points of order and priority of speakers;

6. To take the sense of the meeting by putting the motions and amendments to vote, where necessary; and

7. Generally to so conduct the meeting that the business thereof is facilitated and the result and decisions are well defined.

7.1 Agenda for meetings- The Agenda for each meeting of the Board shall be prepared by the Secretary on the basis of the

proposals received from the Chairman and the members. Before any item is included in the agenda, the Secretary must

ensure that the item has been scrutinized by the office of the Board and that it is complete in all respect. After this is done, a

brief not of each item of the agenda will be prepared by the Secretary who will obtain the approval of the Chief Administrator

to the proposed agenda. If approval of the Board is required on any item by circulation approval of the Chairman shall be

obtained by the Chief Administrator before circulation of that item. The Secretary shall ensure that all cases approved by

circulation are put before the Board in its next meeting.

7.2 Inclusion of Items in the Agenda- Any member who desires to move his proposal shall send a notice of such proposal

together with a brief explanatory note to the Secretary at least 7 days before the scheduled date of meeting so as to enable

the Secretary to include that item in the agenda with the approval of the Chief Administrator. The Chief Administrator shall

give in the view of the Chairman due consideration and weightage while preparing the agenda items;

Provided that the Chairman may in his discretion allow such proposals to moved in the meeting despite non-receipt of timely

notice of the proposal for inclusion in the agenda./

Provided further that the Chariman may allow any item due to be taken up in the meeting which was not previously included

in the agenda.

Provided further that a direction from state Government shall be considered even though it was not previously included in the

agenda:

7.5 Order of transacting business

The order in which items of business are to be transacted or taken up for consideration at any meeting will be in the order as

set out in the Agenda papers as far as possible.

8.1 Notice for the Meeting

At least seven day's notice in writing for a meeting shall be given to each member by the

Secretary. A copy of the agenda for the meeting and brief note. If any, or each item of the

agenda shall be sent to the members, either with the notice or as soon thereafter as possible, but at least three days before the meeting, provided that-

(i) The period of such notice may be reduced up to one day when a meeting is convened for transacting any emergent business;

(ii) The day of meeting shall be counted in reckoning the period of notice, but not the day of issue of notice;

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(iii) If any member is out of India or is otherwise not in a position to attend the meeting, the service of notice on such a member may be dispensed with by the Secretary with the prior approval of the Chief Administrator, provided further that if all the members are present a particular motion of resolution forthwith the wanted notice and agenda shall be excused and the proceeding of such meeting shall not afterwards be challenged on that grounds.

8.2 Non-Delivery of Notice for Agenda

No proceedings of the Board shall be challenged by reason merely of vacancy or vacancies existing in the Board or any reason of non-receipt of the Agenda, or the notice by any member or members.

8.3 (i) A notice shall be deemed to be duly served if it is sent within the prescribed time limit to the member personally by hand or by post at the registered address communicated by the members in writing to the Board.

(ii) Where a notice is sent by post, service of the notice shall be deemed to have been effected by properly addressing prepaying and posting a letter containing the notice. Such service shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.

9.1 Changes in the Time and Date of Meeting-

Any member may after receipt of a notice of a meeting under regulation No. 8 intimate to Secretary suggesting another date or time, therefore if the date and / or time fixed be not suitable to him but such intimation should reach the office of the Secretary at least four clear days before the date already fixed for the meeting.

9.2 The Secretary shall place such communication forthwith for the orders of the Chairman who may, in consultation with the other members, if possible, fix another suitable date and time for the meeting.

10. Constitution of Committees, etc.-

The Board may form time to time, appoint Committees, or Sub-Committees consisting of such member / members as it thinks fit to advise the Board on such matters as may be prescribed or specified and subject to such directions as the Board may give.

11. Circulatory Resolution-

A resolution shall be valid and effectual as if it has been passed at a meeting of the Board duly called and constituted. If the motion is circulated in draft, together with the necessary paper, if any, to all the members then in India (not being less in number than the quorum fixed for a meeting and has been approved by a majority of such members.

Provided that such motions shall be circulated with the express prior approval of the Chairman.

12. Matters to be decided by the Board

The Board shall consider and decide:-

(a) Any matter required to be considered by the Board under any specific provision of the Act and the rules framed there under or under any other law or any general or special direction of Government or of the Board.

(b) Any matter required to be considered by the Board under service Regulations or other Regulations or subsidiary Regulation, where powers are not delegated; and.

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(c) Any other matter specially, required by the chairman to be laid before the Board in view of its importance:

(d) Provided that items for which specified delegations have been given to the members / officers of the Board by the Board, while distributing duties, shall not be included in the Agenda, unless the member concerned if any, so desired.

13.1 Participation of non-members in the deliberations of the Board-

The Board shall have power to invite any person(s) whose assistance or advice is considered necessary for a specific purpose. Such person(s) shall have the right to attend the meeting(s) of the Board and the take part in the deliberations of the meeting. The person(s) so invited may participate in the discussions on the item(s) concerning him, but shall not have the right to vote.

13.2 The Secretary and any other officer of the Board permitted by the Chief Administrator / Chairman shall ordinarily attend all meetings and shall furnish any information which may be asked for by the Board. The Secretary will participate in discussion as and when required, but shall not vote.

14. Aggrieved persons to be heard in person-

The Board may hear at its discretion representations or appeals from aggrieved persons or parties in person, provided such representations and appeals are made in accordance with the prescribed procedure of the Board. The persons and parties so called for hearing, may address and answer any question arising there from, but shall withdraw from the meetings as and when directed by the Presiding Authority.

15.1 Recording and confirmation of Minutes-

The Board shall cause minutes of the Board and of the resolutions passed by circulation, to be duly entered in the book provided for the purpose, which shall be kept under the superintendence of the Secretary, and in his absence by any other officer, nominated by the Chief Administrator to deputize for him and every such minute / resolution shall be signed or and entry from the minute book, shall be received as evidence in all courts, and before all Judges, Justice and other Authorities Judicial, Quasi Judicial or Executive, and such minutes / resolutions or entries there from shall be taken as conclusive proof of their having been duly passed by the Board and shall be proved either on the production of the original minute book or copy thereof duly attested by the Secretary of the Board.

15.2 The minutes shall be recorded either during the meeting or as soon there after as possible and shall contain:-

(i) The names of all the members present at each meeting of the Board, including person present by special invitation;

(ii) Name of members voting for or against each resolution, where a division is called; and

(iii) The minutes of the meeting, giving briefly the decisions taken against each item of the agenda.

15.3 The minutes shall be so recorded as to leave no blank space between one recorded decision and the other, so that no space is left for any interpolation at a later stage. The Presiding Authority shall sign the Minutes Book as soon as possible, after the meeting and attest the interpolations, orasions and substitutions, if any.

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15.4 The proceedings of each meeting shall be approved by the Presiding Authority. After approval and signatures of the Presiding Authority the proceedings shall be duly kept by the Secretary or any other officer authorized by the Board.

15.5 A copy of the proceedings of each meeting shall be supplied to the Chairman and all the members whether present at the meeting or not, and got confirmed in the next meeting. The minutes of the proceedings shall also be forwarded to the Government.

15.6 The Minutes Book shall be carefully indexed and, when not in actual use, shall be kept in fire-proof safe.

15.7 All acts done by any members of the Board or by any person acting as a member shall, not with standing that it may be afterwards discovered that there was some defect in the appointment of any one or more members acting as aforesaid on that day or any of them were disqualified, be as valid as if every such member had been duly appointed and was qualified to be a member of the Board. Provided that nothing in the regulation shall be deemed to give validity to acts done by a member acting as a aforesaid after his appointment has been declared to be invalid.

16.1 Right of Vote-

All the members, including the Chairman, shall have a right to vote and decisions taken by the majority of the members present at the meeting shall be deemed to be the decisions of the Board, provided that in case of equality of the votes, the Presiding Authority shall be in addition to his own vote as a member, have a second of Casting Vote.

16.2 Any proposal / resolution / amendment / duly put up in the meeting and pressed to a division shall first be reduced to writing in the final form, in which it is decided to put it for vote. It shall be recorded in full in the proceedings, together with number and names of the members voting for the against it as laid down under regulation 15.2.

17.1 Miscellaneous-

The business of the Board shall be transacted in English or such other language or languages, as the Board may decide from time to time.

17.2 "The Chairman or the Chief Administrator" shall bring to the notice of Government, in writing with adequate details, all cases in which the Chairman or the Chief Administrator have given an opinion which is contrary to the opinion of the majority of the Members of the Board. The opinion of the majority of the Board should not be given effect to until the Government give their decision, which shall then be binding on the Board.

17.3 If any doubt arises as to the interpretation of these regulations, the decision of the Board thereon in consultation with Government, shall be final and binding on all concerned.

By the order of the Board.

1. The above regulation will take effect from 29th July, 1980.

2. Housing Board Haryana (Regulations of Business) published in the Haryana Government Gazette date 5th July, 1977 and 2nd May, 1978, Housing Board Haryana (Conduct of Meetings) Regulations 1972 published in the Haryana Government Gazette

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dated 7th November, 1972 and Housing Board Haryana (Chairman's Power) Regulations 1972 published in the Haryana Government Gazette dated 7th November, 1972 shall stand repealed with effect from 29th July, 1980.

Provided that the repeal shall not affect the previous operation of any Regulations so repealed or any thing duly done or suffered there under or any right, privilege, obligation or liability acquired, accrued or incurred under any regulations so repealed.

R. K. Chawla

Secretary

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PART-III HARYANA GOVERNMENT HOUSING DEPARTMENT NOTIFICATION The 25th July, 1975

No. G.S.R. 90/ H.A. 20 / 71/ S.73 / 75- In exercise of the powers conferred by sub-section (1) of section 73 of the Haryana Housing Board Act, 1971 and with reference to Haryana Government, Housing Department, notification No. G.S.R. 12 / H.A. 20 / 71/ S. 73 / 75, dated the 31st January, 1975, the Governor of Haryana makes the following rules, namely:-

1. These rules may be called the Housing Board, Haryana (Execution of Agreement) Rules, 1975.
2.
3.

In these rules, unless the context otherwise requires:-

(a) 'Act' means the Haryana Housing Board Act, 1971;

(b) 'Form' means a form appended to these rules;

(c) 'Government' mean the Government of State of Haryana;

(d) 'Section' means a section of the Act.

The powers of the Board to auction contracts may be delegated to the Chairman or any other officer subject to the limits, namely:-

Sanction 18.

(a) The maximum limit of twenty lakhs rupees for any contract where delegation of power is to the Chairman;

(b) The maximum limit of ten lakhs rupees for any contract where delegation of power is to be Superintending Engineer:-

(c) The maximum limit of one lakh rupees where delegation of power is to an Executive Engineer; and

(d) The maximum limit of ten thousand rupees for any contract where delegation of power is to an Assistant Engineer, and three thousand rupees for any contract where delegation of power is to an officiating Assistant Engineer.

4. (1) Every contract for the execution of any work of the supply of any materials or goods, which involves an expenditure exceeding one thousand rupees shall be in writing and shall be sealed.

(2) The contracts shall be entered in form F.

(3) In inviting tender and entering into contracts for the execution of its works, the Board shall follow the principles laid down in Appendix to these rules.

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FORM F
[See Rule 4(2)]
HOUSING
BOARD,
HARYANA.

_____ DIVISON
District

_____
Sub Division

PERCENTAGE RATE TENDER AND CONTRACT FOR WORKS

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted on a board hung up in the office of and signed by the Sub-Divisional Engineer / Executive Engineer.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specification, designs and drawings Estimated rates / Common Schedule rates and any other documents required in connection with the work, signed for the purpose of identification by the Sub-Divisional Engineer / Executive Engineer shall also be open for inspection by the contractors at the office of the Sub-Divisional Engineer / Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so.

3. Any person who submits a tender shall fill up the printed form, stating at how much percent above or below the rates specified in Rule 1 he is willing to undertake the work. Only one rate of percentage more or less on all the Estimates rates / Common Schedule rate shall be named. Tender which proposes any alternation in the work specified in the said form of invitation to tender, or in time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelop.

4. The Executive Engineer or his duly authorized assistant will open tender in the presence of any intending contractors or their Authorized Agents who may be present at the time, and will enter the amount of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractors who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the Contractor making the same.

5. The Executive Engineer shall have the right of rejecting all or any of the tenders.

6. The Board may refuse or suspend payments on account of a work when executed by a firm or by contractors described in their tender as a firm, unless receipts are signed by all the partners, or one of the partners, or some other person produces written authority enabling him to give effectual receipts on behalf of the firm.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the Sub-Divisional Engineer, Executive Engineer and the contractor shall be responsible for seeing that he procures receipt signed by the Sub-Divisional Engineer / Executive Engineer.

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8. The memorandum of work tendered for and the memorandum of materials to be supplied by the Housing Board, Haryana and their issue rates shall be filled in and completed in the office of the Sub-Divisional Engineer / Executive Engineer before the tender

form is issued. If a form is issued to an intending tenderer without having been so filled in and completed, he shall request the office to have this done before he completes and delivers his tender.

TENDER FOR WORKS

I / we hereby tender for the execution for the Chairman of the Housing Board, Haryana hereinafter referred to as Board of the work specified in the underwritten memorandum within the time specified in such memorandum at * percent below / above the rates entered in the estimate / interim common scheduled rates mentioned in Rule 1 and in accordance in all respects with the specification drawings, and instructions in writing referred to in rule I hereof and in clause 2 of the annexed conditions and with such materials as are provided for and by in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

(a)	General description	..	
(b)	Estimated cost	..	Rs.
(c)	Earnest money	..	Rs.

---------- *

In figures as well as in words.

(a) If several sub-works are included they should be detailed in a separate list.

(b) This deposit will vary from 1 percent to 10 percent of the estimated cost of the work according to the requirements of the case.

(c) This percentage, where no security deposit is taken will vary from 4 percent to 10 percent the requirements of the case. Where security deposit is taken, see note to clause 1 of conditions of contract.

(d)	Security deposit (including earnest money)	..	Rs.
(e)	Percentage, if any, to be deducted from bills (Rupees percent)	..	Rs.
(f)	Time allowed for the work from date of written order to commence	..	Months

Shall this tender be accepted I / we hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable or in default thereof to forfeit and pay to the Board or its successors in office the sums of money mentioned in the said conditions.

The sum of Rs. * Deposited- vide Board Receipt number _____ dated _____ as earnest money the full value of which is to be absolutely forfeited to the Board or its successors in office, without pre-judice to any other right or remedies of the said Board or its successors in office, should I / we fail to commence the work specified in the above memorandum otherwise the said sum of Rs. _____ shall be retained by Board on account of the security deposit specified in clause 1 (B) of the said conditions of the contract.

Dated the _____ day of _____ 19

Witness:

Address:

Occupation:

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The above tender is hereby accepted by me on behalf of Board.

Dated the _____ day of _____ 19

Exe
cutive
Engineer,
_____
_____
Division

*Give particulars and number.

Strike out (a) if no cash security deposit is to be taken.

Strike out (b) if any cash security deposit is taken.

** Signatures of contractor before submission of tender.
Signature of witness to contractor's signature.
** Signature of the officer by whom accepted.

CONDITION OF CONTRACT

Clause1.
Security Deposit

The person / persons whose tender may be accepted (hereinafter called the contractor) shall permit Board at the time of making any payment to him for work done under the contract to deduct such sum as

money deposited by him) amount to *10 percent of all moneys so payable. Such deductions to be held by Boards by way of security deposit. All compensation or other sums of money payable by the contractor to Board under the terms of his contract may be deducted from the security deposit or from any sums which may be due or may become due to the contractor by Board on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction the contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

Clause 2.
Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by th contractor and shall be reckoned from the date on which the order to commence work is given to th contractor. The work shall throughout the stipulated period of the contract be proceeded with all du essence of the contract on part of the contractor) and the contractor shall pay as compensation an amount equal to one percent which the Executive Engineer-in-charge may levy on the amount of the estimated cost of the whole work as shown by the tenderer for every day that the work remains uncommenced or unfinished, after the proper dates. And further, to ensure good progress during the execution of the work the contractor shall be bound in all cases in which the time allowed for any work exceeds one month to complete one-fourth of the whole of the work before one-forth of the whole time allowed under the contract has lapsed; one-half of the work before one of such time has elapsed and three-fourth of the work before three fourth of such time has elapsed. In the event of the contractor failing to comply with this condition he shall be liable to pay as compensation an amount equal to one percent which the Executive Engineer-in-charge may levy on the said estimated cost of the whole work for every day that the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provisions of his clause shall not exceed ten percent on the estimated cost of work as shown in the tender. The …… …… may on representation from the contractor reduce the amount of compensation and his decision in writing shall be final.

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Clause 3.
Action when whole of Security deposit is forfeited

In any case in which under any clause or clauses in this contract the contractor shall have rendere himself liable to pay compensation amounting to the whole of his security deposit (whether paid in on sum or deducted by installments), the Executive Engineer on behalf of the Board shall have power t courses, as he may deem best suited to the interests of Board:-

(a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the contractor shall stand forfeited, and be absolutely at the disposal of the Government.

(b) To employ labour paid by the Housing Board and to supply material to carry out the work, or any part of the work debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price a certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried by the contractor under terms of his contract; the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the contractor.

(c) To measure up the work of the contractor and to take such part thereof as shall be unexecuted out of his hands, and to give to another contractor to complete, in which case any expenses which may be incurred in excess of the sum which would have been (paid to the original contractor of the whole work had been executed by him) of the amount to which excess the certificate in writing of the Executive Engineer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Board under the contract or otherwise or from his security deposit or the proceeds of sale thereof or sufficient part thereof.

In the event of any of the above courses being adopted by the _____ Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by reason of his having purchased or procured any material or entered into any engagement or made any advances on account of or with a view to the execution of the work of the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work therefore actually performed under this contract, unless and until the Executive Engineer will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

Clause 4.

Contractor remains liable to pay compensation if action not taken under clasue3.

In any case in which any of the power, conferred up on the _____ Executive Engineer by clause 3 thereof shall have become exercisable and the same shall not be exercised, the non exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall not standing be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the _____ Executive Engineer putting

* This will be the same percentage as that in the tender at (c).

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Power to take possession of or require removal of or sell, contractor's plant

in force either of the power (a) or (c) vested in him under the preceding clause, he may, if he so desires, take possession of all or any tools, materials and stores in or upon the works, or the site thereof or contractor or procured by him and intended to be used for the execution of the work any part hereof, paying or allowing for the same in account at the contract rates, or incase of these not being applicable at the current market rates to be certified by the Executive Engineer whose certificate hereof shall be final, otherwise the Executive Engineer may by notice in writing to the contractor or his clerk of the works foreman or other authorized agent required him to remove such tools, plant material or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Executive Engineer may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respect and the certificate of the Executive Engineer as to the expense for any such

removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause 5

Extension of time

If the contractor shall desire an extension of the time for completion of the work on the ground of his having unavoidably hindered in its execution or on and other ground, he shall apply in writing to the Executive Engineer with in 30 days of the date of the hindrance on account of which he desires such extension as aforesaid and the _____ Engineer shall, if in his opinion (which shall be final) reasonable grounds be shown Executive therefore authorize such extension of time, if any, as may, in his opinion be necessary or proper.

Clause 6

Contractor to submit a return every month for any works claimed as extra.

The contractor shall deliver in the office of the Executive Engineer, on or before the 10th day of ever month during the continuance of the work covered by this contract a return showing details of any wor as claimed by the contractor, which value shall be based upon the rates and prices mentioned in th rates in force, in the *District for the time being. The contractor shall include in such monthly return particulars of all claims of whatever kind and however arising, which at the date thereof he has or may claim or have against the Executive Engineer under or in respect of, or in any manner arising out of the execution of work and the contractor shall be deemed to have waived all claims not included in such return and will have no right to enforce any such claims not included whatsoever be the circumstances.

Clause 7 Final Certificate

Without prejudice to the rights of Board under any clause hereinafter contained on completion of the work, the contractor shall be furnished with a certificate by the Execution Engineer (hereinafter called Engineer-in-charge) of such completion; but no such certificate shall be given nor shall the work be considered to complete until the contractor shall have removed from the premises on which the work shall be executed all scaffolding, surplus materials and rubbish, and clean off the dirt from all wood work, walls, floors, or other parts of any building in upon or about which the work is to be executed, or of which he may have had possession for the purpose, of the execution thereof and the measurements in the said certificate shall be binding and conclusive against the contractor, if the contractor shall fail to comply with the requirements of this clauses as to removal of scaffolding surplus materials and rubbish an cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith play amount of all expense so incurred, and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

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Clause 8

Payment on intermediate certificates to be regarded as advances

No payments shall be made for works estimated to cost less than rupees one thousand, till after th whole of the works shall have been completed and a certificate of completion given. But in the case o works estimated to cost more than rupees one thousand the contractor shall on submitting bill, thereof b to receive a monthly payment proportionate to the part thereof than approved and passed by the Engineer-in-Charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. But all such intermediate payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsounded, and imperfect or unskillful work to be removed and taken away and reconstructed or re-erected, or be considered as an admission of the due performance of the contract or any part thereof in any respect, or the accruing of any claim nor shall it conclude d e ter mi ne , or a ff ec t i n a n y w ay t he p o wer s o f t he En gi ne er- i n- Ch arge un der t he conditions, or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date

fixed for completion of the work otherwise the Engineer-in-charge certificate of the measurement and of the total amount payable for the work accordingly shall be final and binding on all parties.

Clause 9
Bills to be submitted monthly

A bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all work executed in the previous months, and the Engineer in charge shall take or cause to be the requisite measurement for the purpose of having the same verified and the claim, as for as admissible, adjusted if possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor, whose countersignature to the measurement list will be sufficient warrant; and the Engineer-in- charge may prepare a bill from such list which shall be binding on the contractor in all respect.

Clause 10
Bills to be on printed forms.

The contractor shall submit all bills on printed forms to be had on application at the office of the Engineer-in-charge, and the charge in the bill shall always be entered at the rates specified in the tender extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

Clause 11
of materials to be supplied from the Engineer-in-charge's store or if it required that the contractor shall use certain stores to be provided by the Engineer-in-charge such material and store and the price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but not so in any way to control the meaning or effect of this control specified in the schedule or memorandum hereto annexed, the contractor, shall be supplied with such materials and stores required from time to time to be used by him for the purpose of the contract only, and the value of the full quantity of materials and stores so supplied at the rates specified in the said schedule or memorandum may be said of or deducted from any sums then due, or thereafter to become due to the contractor under the contract or therewise against or from the security deposit. All materials supplied to the contractor shall remain the property of the contractor, but shall not on any account be removed from the site of the work without the written permission of the Engineer-in-charge, and shall at all times be open to inspection by him. Any

District rates mean the Haryana P.W.D. Building and Roads Branch, rates for that District.

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such materials unused and in perfectly good condition at the time of the completion of the contract, shall be returned to the Engineer-in-charge store, if by a notice in writing under his and he shall so require, but the contractor shall not be entitled to return any such material unless with such consent, and shall have no claims for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

Clause 12
Works to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workma like manner, and both as regards material and otherwise in every respect in strict accordance with th specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings an relating to the work signed by the Engineer-in-charge and lodged in the office and to which the contractor, shall be entitled to have excess at such office, or on the site of the work for the purpose of inspection during office hours, and the contractor shall, if he so require, be entitled at his own expense to make or cause to be made copies of the specification and of all such designs, drawings and instructions as aforesaid.

Clause 13
Removal of employed workman and foreman.

The Engineer-in-charge shall have full power at all times to object to the employment of any workman, foreman or other employee on the works by the contractor and if the contractor shall receive notice in Engineer-in-charge requesting the removal of any such man or men from the work the contractor to comply with the request forthwith.

No such workman, foreman or other employee after his removal from the works by request of the Engineer-in-charge shall be re-employed or reinstated on the works by the contractor at any time except with the previous approval in writing or the Engineer-in-

charge. The contractor shall not be entitled to demand the reason from the Engineer-in-charge for requiring the removal of any such workman, foreman or other employee.

Clause 14

Alterations in specifications and designs.

The Engineer-in-charge shall have power to make any alterations in or omissions from additions to o substitutions for the original specifications drawings, designs and instructions that may appear to him t be necessary or advisable during the progress of the work and the contractor shall be bound to carry ou accordance with any instructions which may be given to him in writing, signed by the Engineer-in-charge and such alterations, additions or substitutions shall not invalidate the contract; and any altered additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respects on which be agreed to do the main work and at the same rates as are specified in the tender for main work. The time for the completion of the work shall be extended in the proportion that the altered additional or substituted work bears to the original contract work and the certificate of the Engineer-in-charge shall be conclusive as to such proportion. And if the altered, additional or substituted work includes any class of work for which no rate is

Do not invalidate contracts.

specified in the contract than such class of work shall be carried out at the rates entered in the schedule rates or the district, subject to the same percentage above or below as included in the contract and if such class of work is not entered in the schedule of rates of the district than the contractor shall within 7 days of the date of his receipt or the order to be carried out the work inform the Engineer-in-charge of the rate which it is his intention to charge for such class of work and if the Engineer-in-charge does not agree to this rate he shall, by notice in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable, provided always that in the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined lastly herein

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Rates of works not in estimate or schedule of rates of the district.

before mentioned, than and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of a dispute the decision of the _____ Executive Engineer shall be final.

Clause 15

No compensation for alteration in or restrication of work to be carried out.

If at any time after the commencement of the work the Board shall for any reason whatsoever not requir the whole work thereof as specified in the tender to be carried out the Engineer-in-charge shall giv notice in writing of the fact to the contractor who shall have no claim to any payment or compensatio whatsoever on account of any profit or advantage which he might have derived from execution of the work in full that which he did not derive in consequence of the full that amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alteration having been made in the original specifications drawing, designs and instruction which shall involve any curtailment of the work originally contemplated.

Clause 16

Compensation payable in case of bad work.

If it shall appear to the Engineer-in-charge or his subordinate in charge of the work, that any work ha been executed with unsound, imperfect or unskillful workmanship, or with materials of any inferio description or that any materials or articles provided by him for the execution of the work are unsound a quality inferior to that contracted for or otherwise not in accordance with the contract the contractor shall on demand in writing from the Engineer-in-change specifying the work materials or articles complained of not with standing that the same may have been inadvertently passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part as the case may require, or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own proper charge and cost; and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in his demand aforesaid then the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days while his failure to do so shall continue and in the case of any such failure the Engineer-in-charge may rectify or remove

and re-execute the work or remove and replace with others materials or articles complained of, as the case may be, at the risk and expense in all respects of the contractor.

Clause 17

Works to be open to inspection.

All work under or in course of execution or executed in pursuance of the contract shall at all times to b open to the inspection and supervision of the Engineer-in-charge and his subordinates and the contracto shall at all times, during the usual working hours, and at all other times at which reasonable notice of the intention of the Engineer-in-charge or his subordinate to orders and instructions, or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

Clause 18

Contractor or responsible agent to be present.

The contractor shall give not less than five day's notice in writing to the Engineer-in-charge or his subordinate-in-charge of the work before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken

Notice to be given before work is covered up.

covered up or placed beyond the reach of measurement and shall not cover up or place beyond the reach of measurement, and work without the consent in writing of the Engineer-in-charge or his subordinate-in-charge of the work and if any work shall be covered up or placed beyond the reach of measurement such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense, or in thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

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Clause 19

Contractor liable for damage done and for imperfection for months after certificate.

If the contractor or his work people, or servants shall break, deface, injure or destroy any part of building, if they may be working on any building, road, fence, enclosure, or grass land, cultivate ground contiguous to the premises on which the work or any part or any part of it is being executed, or i any damage shall happen, to the work, while in progress, from any cause whatever other of it charge as aforesaid, the contractor shall make the same good at his own expense, or in default the Engineer-in-charge may cause the same to be made good by other workman, and deduct the expense (of which the certificate of the Engineer-in-charge shall be final) from the sums that may be then, or at any time thereafter may become due to the contractor, or from his security deposit.

Clause 20

The contractor shall supply at his own cost all materials except such special materials, if as may in accordance with the contract be supplied from the Engineer-in-charge's stores, plants, tools, appliances, implements,

Contractor to supply plant ladder, scaffoldings, etc.

ladders, cordage, tackle, scaffolding and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter to which under these conditions he is entitled to be satisfied or which he is entitled to require together with carriage therefore to and from the work. The contractors shall also supply without charge

And be liable for damages, arising from non-provisions of light fencing etc.

the requisite number of persons with means and materials necessary for the purpose of setting out work and counting weighing and assisting in the measurement or examination at any time and from time t time of the work or materials. Failing his so doing the same may be provided by the Engineer-in-charg contractor and the expenses may be deducted from the money due to the contractor under the contract or from his security deposit. The contractor shall also provide all necessary fencing and lights required to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay any damages and cost which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.

Clause 21 — No female labourer shall be employed within the limits of a Cantonment.

Female Labour.

Clause 22 — No labourer below the age of twelve years shall be employed on the work.

Clause 23 — The contractor shall pay his labourer not less than the wages paid for similar work in the neighborhood.

Clause24 — No work shall be done on Sunday without the sanction in writing of the Engineer-in-charge.

Work on Sunday.

Clause 25 — In every case in which by virtue of the provision of sub-section (1) of section 12 of the Workman' Compensation Act, 1923, Board is obliged to pay compensation to a Workman employed by th contractor in execution of the works, Board will recover from the contractor the amount of th compensation so paid; and without prejudice to the rights of Board under sub-section (2) of section 12 o the said Act, Board shall be at liberty to recover such amount or any part thereof by deducting it from th due by Board to the contractor whether under his contract or otherwise.

Contractor liable for payment of compensation to injured workman or injured workman or in case or death, to his relation.

Contract may be rescinded and security deposit forfeited fro subletting, bribing or if contractor becomes insolvent.

Board shall not be bound to contest any claim made against it under sub-section (1) of section 12 of the except on the written request of the contractor and upon his giving to Board full security for all costs Board might become liable in consequence of contesting claim.

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Clause 26 — The contract shall not be assigned or sublet without the written approval of the Executive Engineer. And if the contractor shall assign or sublet his contract; or attempt so to do or become insolvent or commence any insolvency proceedings or make any composition with his creditors or attempts so to do, or if any bribe, gratuity, gift, loan, perquisite; reward or advantage, pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the contractor, or any of his servants or agents to any public officer or person in the employee of the Board in any way relating to his office or employment, or if any such officer shall become in any way directly or indirectly interested in the contract the Executive Enginee may thereupon by notice in writing rescind the contract and the security deposit of the contract shal thereupon stand forfeited and be absolutely at the disposal of Board and the same consequence shal contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Work not to be sublet.

Clause 27 — All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Board without reference to the actual loss or damages sustained and whether or not any damages shall have been sustained.

Sum payable by way of compensation to be considered as responsible compensation without reference to actual loss.

Clause 28

Deductions of amount due to Government on any account whatsoever to be permissible from sums payable to a contractor.

Any excess payment made to the contractor inadvertently or otherwise under this contract or any accoun whatever and any other sum found to be due to Board by the contractor in respect of his contract or an other contract, or work-order or on any account whatever, may be deducted from any sum whatsoeve payable by board to the contractor either in respect of this contract or any work order or contract or o any other account by any other department of the Government.

Clause 29

Charges in constitution of firm.

In the case of a tender partners any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer-in-charge for his information.

Clause 30

Work to be under direction of Executive Engineer.

All works to be executed under the contract shall be executed under the directions of and subject to th approval in all respects of the Executive Engineer of the Board for the time being who shall be entitle to direct at what point or points and in what manner they are to be commenced and from time to tim carried on.

Clause 31

Claim for payment of an extra ordinary nature to be referred to Board for decision.

No claims for payment of an extraordinary nature, such as claims for a bonus for an extra labou employed in completing the work before the expiry of the contractual period at the request to th Engineer-in-charge or claims for compensation where work has been temporarily brought to a stand sti through no fault of the contractor, shall be allowed unless and extent that the same shall have bee expressly sanctioned by the Board.

Clause 32

Arbitration clause.

If any question, difference or objection whatsoever shall arise in any way connected with arising out of this instrument or the meaning of or operation of any part thereof or the rights, duties or liabilities of either party, then

same in so as the decision of and such matter is herein before provided for and has been so decided, every such matter including whether its decision has been otherwise provided and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated and as regards the rights and obligations of the parties as the results of such termination shall be referred for arbitration to the authority nominated by the Chairman within one hundred and eighty day or six months from the payment of final bill to contractor or from the date registered notice is sent to the contractor and his decision shall be final and binding and where the matter involves claim for or the payment or recovery or deduction of money, only the amount, if any

awarded arbitration shall be recoverable in respect of the matter so referred.

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"If the matter is no referred to arbitrator within the specified period, all the rights and claims under the contract shall be deemed to have been forfeited and absolutely time barred."

Clause 33

Fluctuation in Railway freight.

Any fluctuation in Railway rates which may occur during the subsistence of, and affecting freights of any material to be supplied under this contractor shall be brought to the notice of the Engineer-in-charge by the contractor within _____ days from _____ without prejudice to the Board should the contractor had to comply with the above requirement any excess or charge on account of such increase or decrease shall be credited to or recovered from the contractor. No alteration in contract rate shall be admissible inconsequence of fluctuation in railway freight when such railway freight is on account of material which is required by a contractor in the manufacture of an article to be supplied under this contract, that is, fluctuation of railway freight on coal required for burning bricks will not be taken into consideration, or for an article which form part of a finished work, for purposes of this clause. Similarly no alternation in rates will be allowed when a manufactured article is transported by rail from place A to place B to form part of a finished work.

Clause 34

Lump sum Estimate.

When the estimate on which a tender is made includes lump sums in respect of parts of the work the contractor shall be entitled to payment in respect of the times of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-charge capable of

measurement, the Engineer-in-charge may at his discretion or pay the lump sum amount entered in the estimate, and the certificate in writing of the Engineer-in-charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 35 Action where no specification. In the case of any class of work for which there is no such specification as is mentioned in Rule 1; such work shall be carried out in accordance with the district specification, and in the event of there being no specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the incharge.

Clause 36 Definition of works. The expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction be constructed and taken to taken to mean by or the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

Clause 37 finished work work to which the The percentage referred to in the tender will be calculated on the gross amount (value of including cost of materials whether purchased from the Board or direct) of (1) the items of rates in the tender apply and also (2) the items of work for which rates exist in the Schedule of the district.

Clause 38 The terms and conditions of the agreement have been explained to me/ us and I / we clearly understand them. ---------- * Here insert the official designation of the officer to be appointed as arbitrator.

Schedule showing approximately material to be supplied from the Boards Store for works contracted to be executed and the rates at which they are to be charged for:-

Particulars	Rates at which the material will be charged to the Contractor Place of delivery	
	Unit	Rs. P.

Note:- The person or firm submitting the tender should see that the rates in the above schedule are filled up by the Engineer-in- charge on the issue of the form prior to submission of the tender,

Sub-Divisional Engineer

(Signature of Contractor) Signature of

_____

Executive Engineer-in-Charge

FAIR WAGE CLAUSE

(a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation- Fair wage means wage whether, for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Public Works Department, Building and Roads Branch, Haryana, for the district in which the work is done.

(b) The contractor shall, not with standing the provisions of any agreement to the contrary cause to be paid fair wage to labour indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been directly employed by him.

(c) In respect of all labour directly or indirectly employed on the work for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with the Public Works Department, Haryana Contractor's Labour Regulations

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made by the Government from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorizedly made, maintenance of wage register, wage cards, publication of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(d) The Executive Engineer or the Sub-Divisional Engineer concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages which are not justified by the terms of contract or for non-observance of the regulations referred to in clause (c) above.

(e) Vis-avis Housing Board Haryana, the contractor shall primarily be liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub- contractors.

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(f) The regulations aforesaid shall be deemed to be apart of this contract and any breach thereof shall be deemed to

be a breach of this contract.

Contractor **Witness Executive Engineer**

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HOUSING BOARD, HARYANA

CONTRACTORS LABOUR REGULATIONS

1. Short Title- These regulations may be called Housing Board, Haryana, Contractor's Labour Regulation.

2. Definitions- In the regulations unless otherwise expressed or indicated the following words and expressions shall have the

meaning hereby against to them respectively that is to say:-

(1) "Labour" means workers employed by Housing Board, Haryana Contractor directly or indirectly through

a sub-contractor or other person or by an agent on his behalf.

(2) "Fair Wages" mean wages whether for time or piece work notified at the time of inviting tenders for the work and

where such wages have not been so notified, the wages prescribed by the Housing Board, Haryana for the

district in which the work is done.

(3) "Contractor" shall include every person whether a sub-contractor or head man or agent employing Labour on the

work taken on contract.

(4) "Wages" shall have the same meaning as defined in the payment of Wages Act, 1936, and include time and piece

rate wages.

3. Delay of notices regarding wages etc.:- The contractor shall before he commences his work on contract display and correctly

maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the work

notices in English and in the local Indian Language spoken by the majority of the workers giving the fair wages notified or

prescribed by the Housing Board, Haryana and the hours of work for which such wages are earned.

4. Payment of Wages: (1) Wages due to every worker shall be paid to him direct.

(2) All wages shall be paid in current coin or currency or in both.

5. Fixation of wages periods – (1) The contractor shall fix wages periods in respect of which the wages shall be payable.

(2) No wages period shall exceed one month.

(3) Wages of every workman employed on the contract shall be paid before expiry of ten days after the last day of the

wages period in respect of which the wages are payable.

(4) When the employment of any worker is terminated by or on half of the contractor, the wages earned by him

shall be paid before the expiry of the day succeeding the one on which employment is terminated.

(5) All the payments of wages shall be made on working day.

6. Wages book and wage slip etc. (1) The contractor shall maintain a Wage Book of each worker in such form as may be

convenient, but the same shall include the following particulars:-

(a) Rate of daily or monthly wages.

(b) Nature of work on which employed.

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(c) Total Number of days worked during each wage period.

(d) Total amount payable for the work during each wage period.

(e) All deductions made from the wages with an indication in each case of the ground for which the

deduction is made.

(f) Wages actually paid for each wage period.

(2) The contractor shall also maintain a wage slip for each worker employed on the work.

(3) The authority competent to accept the contract may grant an exemption from the maintenance of Wage Book and

Wage Slip to a Contractor who in his opinion may not directly or indirectly employ more than 100 persons on the

work.

7. Fines and deductions which may be made from wages- (1) The wages of a worker shall be paid to him without any deduction

of any kind except the following:-

(a) Fines.

(b) Deduction for absence from duty, i.e. from the place or places where by the terms of his employment

he is required to work. The amount of deductions shall be in proportion to the period for which he was

absent.

(c) Deduction for damage to or loss of goods expressly entrusted to the employed person for custody or

for loss of money for which he is required to account, where such damage or loss indirectly attributable

to his neglect or default.

(d) Any other deduction, which the Board may from time to time allow.

(2) No fine shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the

worker has been given an opportunity of showing cases against such fines or deduction.

(3) The total amount of fines which may be imposed in any one wage period on a worker shall not exceed an

amount equal to half an anna in a rupees of the wage payable to him in respect of that wage period.

(4) No fine imposed on a worker shall be recovered from him by installments or after the expiry of 60 days

from the date on which it was imposed.

8. Register of fines etc. (1) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such

register shall mention the reason for which fine was imposed or deduction for damage or loss, which was made.

(2) The contractor shall maintain a list in English and the local Indian Language, clearly defining act and

omissions for which penalty of fine can be imposed. He shall display such list and maintain it in a clean and legible

condition in conspicuous places.

9. Preservation of Books- The wage book, the slip and register of fine deductions required to be maintained under these

regulations shall be preserved for 12 months after the date of the last entry made in them.

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10. Power of Labour Welfare Officers to make investigations or enquiry. The Labour Welfare or any other person authorized by the Haryana State Housing Board on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observances of the wage clause and the provisions of these regulations. He shall investigate to any complaint regarding the default made by the contractor or sub-contractor in regard to such provision.

11. Report of Labour Welfare Officer- The Labour Welfare Officer or any other person authorized as aforesaid shall submit a report of the result of his investigations or enquiry of the Executive Engineer concerned, indicating the extent if any to which the default has been committed and the amount of fine recoverable in respect of the acts of omission of the labourer with a note that necessary deduction from the contractor's bill be made and the wages and the other dues be paid to the labourers concerned.

12. Appeal against the decision of Labour Welfare- Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal, against such decision to the Labour Commissioner but subject to such appeal, the decision of the officer shall be final and binding up on the contractor.

13. No party shall be allowed to be represented by a lawyer during any investigation enquiry appeal or any other proceedings under these regulations.

14. Inspection of registers- The contractor shall allow inspection of the Wage Book and Wage Slip to any of his workers or to his agent at a convenient time and places after due notice is received or the Labour Welfare Officer or any person authorised by the Haryana State Housing Board on his behalf.

15. Submission of return. The contractor shall submit periodical returns as may be specified from time to time.

16. Amendments- The Housing Board, Haryana may from time to time add or amend these regulations and on any question as to the application, interoperation or effect of these regulation the decision of the Labour Commissioner to Haryana (1) Government or any other person authorised by the Haryana State Housing Board in that behalf be final.

Executive Engineer, Housing Board, Haryana, Construction Division

_____

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ADDITONAL CONDITIONS

1. The work will be executed strictly in accordance with the Haryana Public Works Department specification

_____ edition or otherwise as may be specifically provided for.

2. The Executive Engineer incharge, reserves the option to take away any item of work or any part thereof at any time during

the currency of the contract and re-allot it to any other agency with due notice to the contractor without liability of any kind or

payment of any compensation.

3. The contractor has to make his own arrangement for water, bricks, wood work and every other item required directly or

indirectly for completion of work except those mentioned in the material statement at page_____.

4. No claim shall be entertained on account of increase in price of labour and material due to any cause whatsoever.

5. The security shall be refunded three months after the date of final payment to the contractor.

6. In case of emergency the contractor shall be required to pay his labour everyday and if this is not done Government will make

the requisite payment and recover the same from the contractor.

7. Actual quantities of completed and accepted work shall only be paid.

8. No pits shall be dug by the contractor near the site of work or within road land for taking out earth for use on the works. In

case of default the pits so dug will be filled in by the Department at the cost of the contractor plus fifteen percent departmental

charges.

9. The rates to be quoted by the contractor / given in the contract agreement shall be / are inclusive of octroi, terminal tax,

royalty and all other tax and charges. These are for complete work in all respects.

10. The contractor shall not be entitled to any payment on account of work done till he signs his agreements and the same is

accepted by the competent authority.

11. Nothing extra will be paid for any lead and lift unless otherwise specified for any material required directly or indirectly and the

rates to be given in the tender should include or inclusive of all the leads in the contract schedule.

12. Nothing extra will be paid to the contractor for diverting water in the channels or streams if it becomes necessary for the

execution and completion of the work.

13. The contractor will be responsible for any and all losses of material damages done to unfinished work as a result of floods

and acts of God. The Government will not be responsible for any compensation as a result of such damages or loss to the

contractor and the contractor shall be liable to set right such damages at his own cost to the satisfaction the Engineer-in-

charge.

14. The royalty, sales tax and other taxes, if any, shall be paid by the contractor direct to the respective department in

accordance with their rules and regulations in force from time to time without intervention of the State Housing Board.

15. Amount may be increased or decreased and any item omitted and substituted in accordance with the requirements of the

department and no claim on this account shall be entertained.

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16. The contractor shall be responsible to provide to the entire satisfaction of the Engineer-in-charge at his own expenses the following amenities for the labour employed by him:-

(i) Suitable temporary hutting accommodation.

(ii) Trench latrines, bathing enclosure platforms. Separately for men and women and their regular cleanliness.

(iii) Clean drinking water.

In the event of his failure to provide any or all of the amenities the same shall be provided by the Board and cost thereof shall be recovered from the contractor. Any dispute regarding above points shall be settled by the Engineer-in-charge and his decision shall be final.

17. The contractor shall be responsible for housing, sanitation and medical treatment of labourers employed by the him and shall carry out in these respects all rules framed on the subject.

18. The contractor shall have to return hundred percent empty cement bags in good serviceable condition for which no credit shall be given as the cost of the cement in the Notice Inviting Tenders is exclusive of the container and should be fail to return the same, recovery at the rate of rupee one per bag will be effected from his bill.

19. For fair wage clause, contractor's labour regulations, and rules for protection of health and sanitary arrangement for workers employed by the State Housing Board or its contractors please refer to attached sheet.

20. (a) The contractor shall be responsible, for loss or damages to any material issued to him by the department from any cause whatsoever. In case of materials such as cement, paint or any other commodity issued to the contractor by the Engineer-in-charge for use directly on the aforesaid work or manufacture of materials required in connection therewith is not utilized for the purpose for which it is issued and is otherwise disposed of by him or spoiled, or lost or allowed to get deteriorated or used in excess of the quantity actually required to be used as per specifications herein stipulated or those fixed by the Engineer-in-charge the cost of such quantity of that materials shall without prejudice to other rights and remedies available to Board be recoverable from the contractor at double the rate at which it is agreed to be supplied to the contractor.

(b) The recovery from contractor for the material consumed in excess or short of the theoretical requirements as per specifications herein stipulated or otherwise fixed by Engineer-in-charge other than the variation to be regulated by the preceding clause.

Such variation shall be dealt with as under.

A. For excess consumption of material.

(i) Up to 5% (five percent). No action is called for.

(ii) Above 5% (five percent). The recovery will be made for the excessive consumption of materials at penal rates, i.e. double the rate at which it is agreed to be issued.

Regarding further action to be taken against the contractor the matter is left to the discretion of the Executive Engineer Incharge who will bring such cases to the notice of the _____ Engineer whose decision in all such cases shall be final.

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B. For shot consumption of material

(i) Up to 5%. The recovery of cost of materials thus saved shall be made from the contractor at the issue rates.

(ii) Less consumption be more than 5% (i.e. above 5%).

The rate of items of work involved shall be reduced. If it is not possible to determine the exact items on which less material has been used, the cost of materials shall be recovered from the contractor at the issue rates. The Executive Engineer reserves the right to take any other deterrent action which he deems fit against the contractor. In case where the items of work become non-

schedule, and non-agreement due to less consumptions of material, the Executive Engineer may sanction such non-schedule and non-agreement rates up to the power of his technical sanction of original works viz, Rs. _____ and where large amounts are involved the rate as per standing order shall be got approved from the higher competent authority. It shall also be left to the discretion of the Executive Engineer to determine whether the stability of the structure is effected adversely due to the less consumption of materials and in case he feels that it is likely to be so, the Executive Engineer-in-charge shall reject the work and decision of the _____ in such matters shall be final.

21. Should the tender modify or withdraw his tender within a period of three months from the date of tender, he is liable to be blacklisted.

22. No claim of any kind whatsoever shall be entertained for any and all the losses or damages to the contractors due to the completion of the work getting delayed due to failure or delay on the part of the State Housing Board to supply materials, tools and plant required to be supplied by the State Housing Board under the terms and conditions of the contract.

Contractor **Witness Executive Engineer**

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APPENDIX

[See Rule 4(3)]

Invitation of Tenders

Due publicity should be given to the tender call notices and the following procedure should be followed in this respect.

(i) In the case of works costing over Rs. 50,000 the tender notices should be advertised in the press both in vernacular and English giving three weeks' clear notice. To ensure the publication of the notices well in time the Executive Engineer should forward such notices to the Director, Public Relations. Haryana, a further week in advance. Thus the date of issue of the notices should be about four weeks before the date of receipt of tenders. Besides letters should also be addressed individually to approved contractors falling in the category to which the advertised work relates and the higher category inviting them to peruse the tender notice exhibited by the Executive Engineer concerned in his own office of officers of other Divisions and submit their tenders. Such letters should be issued under postal certificates. Copies of the tender call notice should also be sent to all the Divisions for being exhibited on the notice board. In case of 2nd class contractors the letter should be issued only to such contractors as are working in the particular Division to which the work relates.

(ii) In the case of work costing over Rs. 20,000 and up to 50,000 the procedure to the adopted should be as per clause (i) above with the exception that the tender notices should not be advertised in the press. Two weeks clear notice should be given to ensure their exhibition in the offices of various Divisions in time the Executive Engineer concerned should forward the brief notices as also the formal tender call notices to the other Divisions four days earlier. Thus the date of issue of the notices should be 18 days before the date of receipt of tenders.

(iii) For works costing over Rs. 10,000 and up to 20,000 the tender notice should be exhibited in all the Divisional and Sub-Divisional offices of the circle of Superintendent concerned. Ten days clear notice should be given in this case. The notices are to be issued two days earlier.

(iv) For works costing up to Rs. 10,000 the tender notices are to be exhibited in the Divisional office concerned as also in the Sub-Divisions of that Division. Ten days clear notice should be given in this case the notice being issued 2 days earlier.

Should however special circumstances render it impossible or inexpedient save in the case of works and repairs costing less than Rs. 1,000 to invite tenders in any particular case the officers concerned will let out the work without calling the tenders and immediately inform his next superior officer in writing giving reasons for the action taken. Further a note of the orders authorizing the execution of the work without the formality of inviting

tenders should be attached to the agreement concerned. Such cases should be altogether exceptional and Superintending Engineers should carefully scrutinize them during their annual inspections of Divisional offices. The record of reasons for not calling for tenders / quotations should also be made available to the inspecting audit officer, if called for.

Generally no consideration should be given to the office eceivep after opening the tenders on schedule time and date but if it is found that the subsequent offer is favourable to Government tenders should be recalled or negotiations be carried on with the lowest tender to bring down the rates to the level of the lowest quotation received subsequently. It might happen that the negotiations may not be fruitful to bring the lowest tenderer to cut down his rates to the level of the lowest quotations received subsequently. If this contingency arises in any case

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tenders should be recalled after giving due publicity unless of course the work is of a very urgent nature and any delay in postponing its execution as a result of recalling of tenders would not be desirable. The decision in such case should lie only with the Chief Engineer and not in any authority subordinate to him.

Power of acceptance of tenders- The tenders which are beyond the power of acceptance of the Executive Engineers will be dispatched by them on the day following their opening to superintending Engineers with a singed copy of the comparative statement and their recommendations with reasons. Superintending Engineers will after scrutiny either communicate their final orders to the Executive Engineer or else submit the case to the Chief Engineer for orders when it exceeds their powers within three days. The Chief Engineer will return the case with his final orders expeditiously so as to ensure that they get communicate to the contractor the Executive Engineer in time to enable him where necessary to communicated to the Executive Engineer in time to enable him where necessary to communicate to the contractor the acceptance of his tender within one month of the date of tender. On receipt of Superintending Engineers orders Executive Engineers will inform the contractors of the result. The letter of acceptance should be most carefully scrutinized before issue so to ensure that there is no ambiguity and the facts to be emphasized are clearly brought out therein.

Contract Agreement- The contract agreements should normally be completed within a fortnight of the date of issue of letter of acceptance but it should not take more than a month in any case. The certified copies should also be supplied to audit and other authorities within this period of one month.

No payment should be made to contractor unless and until the contract documents have been singed and the agreement has been finally accepted and executed by the Executive Engineer on behalf of the Housing Board.

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HARYANA GAZ. (EXTRA) FEBRURARY 15, 1973

(MAGHA 26, 1894 SAKA)

PART-III

HARYANA GOVERNMENT

HOUSING DEPARTMENT

NOTIFICATION

The 15th February, 1973

No. G.S.R. 24 / HA –20 / 71 / S.73 / 73-In exercise of the power conferred by sub-section (1) of section 73 of the Haryana Housing

Board Act, 1971, and all other powers enabling him in this behalf and which reference to Haryana Government, Housing Department,

notification No. G.S.R. 13 / H.A. 20 / 71S. 73 / 73 dated the 24th January, 1973, the Government of Haryana hereby make the following

rules, namely:-

1. These rules may be called the Housing Board, Haryana (Borrowing of Loans) Rules, 1973.
2. In these rules, unless the context otherwise requires-

(a) 'Act' means the Haryana Housing Board Act, 1971;

(b) 'Board' means the Housing Board Haryana;

(c) 'Form' means a Form appended to these rules;

(d) 'Fund' means the Housing Board Fund;

(e) 'Government' means the Government of the State of Haryana.

(f) 'Loan' means a sum of money obtained on returnable basis by issue of debentures or otherwise.

3. (1) In order to carry out the purposes of the Act, the Board may borrow moneys from the Government or such other

agencies as are approved by the Government.

(2) The Board shall not borrow any sum in excess of the limit determined by the Government from time to time.

4. Where the repayment of the loans borrowed by the Board are to be granted by the Government, the loans shall be obtained

at such rate of interest and no such terms and conditions as may be approved by the Government.

5. (1) The Board may, with the previous sanction of the Government, borrow money by issuing debentures.

(2) The total amount of debenture to be issued price from the debenture, and the date of maturity, shall be by the Board, from time to time, with the prior approval of the Government.

(3) The rate of interest shall be such as may be fixed time to time by the Government.

(4) The debenture shall re-issued for the same amount under the same number with the addition of the work

Renewed'. A fee of one rupee shall be charged for every renewed debenture thus issued.

6. The debentures shall be negotiable by endorsement and delivery charge.

7. The Board may, with the sanction of the 'Government' reserve the debenture bonds of issuing to any particular bank or

banker.

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8. The Board may fix the brokerage, subject to the previous sanction of the Government, from time to time which shall be paid to banks, brokers and authorized agents, on their application and also on applications received them, bearing their seal;

Provided the total subscription received from them is not less than such sum as may be determined by the Board.

9. The Board may, subject to previous sanction of Government, determine underwriting commission which shall be paid to bank and bankers who invest a sum not less than the minimum amount that may be fixed by the Board.

form No. 1.

11. (1) Subscription to the debenture may be made by the cheques or demand drafts drawn in favour of the Chairman of the Board. In respect of cheques drawn on banks other than State Bank of India, Chandigarh Branch, commission and collection charges, as may be fixed by the Board, shall be paid, the debentures shall be issued only after the subscription are full realized.

(2) I the subscription exceed the total amount of the debentures to be issued, partial allotment may be made and the balance of sum received with the application shall be refused as soon as possible No interest shall be paid on the amounts so refunded. The Board may reserve the right to retain the subscription received up to ten per centum in excess of the sum floated.

12. (1) The debenture may be issued in denominations of Rs. 100/-, 500/-, 1000/-, 5000/-, 10000/-, 25,000/- and Rs 1,00,000/-.

(2) Each debenture shall be signed by the Chairman and one other member authorized by the Board.

13. (1) The interest on the debentures shall be paid half yearly. The interest is subject to the payment of income tax.

(2) The debentures shall be redeemable at par on the dates noted therein and the holder shall have not the Board the Board for the interest accruing after the expiry of term.

(3) The debentures, which by reason of damage sustained, have become unfit for circulation, shall be reapplied at the request of the holder on surrendering the damaged or defaced debentures; provided that the essential marks for genuineness and identity, such as the number, the amount, the rate of interest, the date and signature of the Chairman and the member of the lnboard are still intact and recognisable. Fresh debentures shall also the issued to replace of lost or destroyed debentures when in the opion of the Board the fact of the lost or destruction is proved beyond doubt. When such proof is not produced or when in the case of damage the essential works on the debenture are lost and no longer recognisable, or when the debenture has been lost or has been mislaid, a new deventure may be issued only after the debenture which is alleged to be missing or unrecognisable, has been advertised by the claimant as lost or mislaid, in the manner specified by the Board and is not claimed by any other person.

(4) The debenture shall be re-issued for the same amount under the same number with the addition of the word 'Renewed'. A fee of one rupee shall be charged for every renewed debenture thus issued.

14. The Board shall furnish to the State Govt. a yearly statement of the loans borrowed and debentures issued, the payment of which in part or full is outstanding against the Board in Forms II and III respectively.

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15. Whenever it is considered expedient by the Government, directions shall be issued to the Board prescribing the manner in

which the repayment of the sum borrowed and the interest accrued thereon shall be made, whether or not the repayment of

the loan has become due.

16. The loan and the interest accrued thereon which has become due shall be a charge on the Board's fund.

17. The default made by the Board in repayment of the loan and interest accrued thereon shall be regarded as default within the

meaning of section 72 of the Act.

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FORM 1

FORM OF APPLICATION (SEE RULE 10)

HOUSING BOARD HARYANA, CHANDIGARH

Application for debentures _____ percent year 19

To

The Chairman, Housing Board Haryana, Chandigarh.

Dear Sir,

Issue of 19 …….. 19 ……. Year debentures ……. Interest at ……. percent issue piece …….. Rs. …….

I / we hereby apply for debentures of the face value of Rs. …… of the above issue. Debentures of the denominations noted below may kindly be issued for the amount.

Denomination	**No. of debentures**		**Amount**
Rs.	…….	…….	…….
100	…….	…….	…….
500	…….	…….	…….
1,000	…….	…….	…….
5,000	…….	…….	…….
10,000	…….	…….	…….
25,000	…….	…….	…….
50,000	…….	…….	…….
1,00,000	…….	…….	…….

I / we send herewith / have paid a deposit of Rs. _____

(Rupees_____) only through _____ for the debenture applied for.

I / we undertake to accept the same or debenture for any lesser amount. The interest may be made payable at:-

1. _____ ____ (Name of the Banks) 2. _____ _____ 3. _____ The Chairman's Office, Chandigarh.

Not:- Strike the portions not required.

Name / names in full_____ _____

In block letters_____ _____

Address in full

_____

_____

Yours faithfully,

Signature

Note:- 1. The name in which the debentures are required should be mentioned in block letters. If the debentures are to held in joint names the orders in which the names are to be written, should be given. In case of an institution the debentures shall be issued in the name of the Institution itself.

2. Specific mention should be made of the Bank or office and place where the interest on debentures is to be drawn.

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FORM II

(SEE RULE 14)

HOUSING BOARD HARYANA, CHANDIGARH

Statement for the period ending 31st March, 19

Sr. No.	Description of the Loan	Total Sum Obtained and interest paid so far	From whom obtained	Date on which obtained	No. of instal together wit
					No. Pri

Description should include the period within which it is to be repaid together with rate of interest (e.g. "twelve year loan the rate of 7½ per annum").

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FORM

(SEE RULE 14)

HOUSING BOARD, CHANDIGARH

Statement showing the position of debentures issued by the Housing Board Haryana for the period ending 31st March, 19

Sr. No.	Description of debentures	Total amount	Date of Maturity	Interest paid so	Tot

	secured	**far**	**fu**

The description should include the year of the issue and the year of maturity together with rate of interest payable (e.g. "1970-1990" at 7½ percent per annum).

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HARYANA GOVT. GAZ. (EXTRA)
SEPTEMBER 27, 1972
(ASVINA 5, 1894 SAKA)

PART-III
HARYANA
GOVERNME
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HOUSING
DEPARTME
NT
Notification

The 27th September, 1972

No. G.S.R. 231/ H.A. 20/71/S. 73/72- In exercise of the powers conferred by Sub-Section (1) of section 73 of the Haryana Housing Board Act, 1971, and all other powers enabling him in the behalf and with

reference to Haryana Government, Housing Department, notification No. G.S.R. 209/HA 20 / 71 / S.73 / 72, dated 22nd August, 1972, the Governor of Haryana hereby makes the following rules, namely:-

1. These rules may be called the Housing Board, Haryana (Conditions of Service of the Chairman and Members) Rules, 1972.

2. In these rules unless the context otherwise requires:-

1) 'Act' means the Haryana Housing Board Act, 1971 (20 of 1971).

2) 'Board' means the Housing Board, Haryana, constituted under section 3 of the Act;

3) 'Chairman' and 'members' means the Chairman and members of the Board; and

4) 'Government' means the Government of the state of Haryana 3 & 4 Deleted vide notification No. G.S.R. 88-HA- 20/71/S-73/75 published in Haryana Govt. Gaz. (Extra), July, 25, 1975.

5. Remuneration of Chairman and members shall be fixed by the Govt. in each case subject to the following condition:- (a) Chairman-

(i) If a Government Officer, his salary and other conditions of service shall be determined by the terms of his deputation by the Government.

(ii) If a retired or re-employed Government Officer, he shall get the substantive pay drawn by him at the time of his retirement less gross monthly pension.

Provided that where a Government Officer, has been in receipt of officiating pay at the time of his retirement for a continuous period of not less than one year, he shall get that officiating pay less gross monthly pension:

Provided further that where the officer has been in receipt of a special pay continuously for a period of not less than one year at the time of retirement from Government service, he shall also be entitled to such special pay in addition to the substantive or officiating pay, as the case may be.

Provided further that Government may in deserving cases relax these conditions and allow officiating pay drawn at the time of retirement instead of substantive pay.

(iii) If a non-official chairman, he shall get gross monthly emoluments not exceeding Rs. 1500.00 per mensem:

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(iv) If a Government officer is appointed as chairman in addition to his own duties, he shall be paid such special pay / remuneration as is determined by the Government form performing such duties.

(b) Members-

(i) If a Government officer is appointed as apart-time member, he shall be paid such special pay / remuneration as may be determined by the Government.

(ii) If a retired or re-employed Government officer is appointed as a whole time member, he shall be governed by the conditions prescribed in sub rule (a) (ii) above of this rule. If appointed as part-time member, he may be allowed such special pay or allowance, as is determined by the Government.

(iii) If a non-official is appointed as a whole time member, he shall be paid such pay and allowances as may be determined by the State Government. If appointed as a part- time member he shall be paid such daily allowance as is admissible to the member of the Haryana Vidhan Sabha, for the day he actually attends the meetings of the Board. In case the part-time members happens to be a member of Parliament of India, he shall be paid such daily allowance as is paid to the Member of Parliament while attending the session of the Parliament.

(iv) The non-official members, shall in addition to the daily allowance as mentioned in sub-rule (b) (iii) of this rule, be paid the traveling allowance from the place of his residence to the headquarters of the Board or such other place where a meeting is held and back for the purpose of attending the meetings of the Board as admissible under rule 7 below:

Provided that traveling allowance for attending the meetings shall be allowed from the place of his permanent residence or from the place from where he attends the meeting, whichever is nearer.

Note. 1-

1. The wards "gross monthly pension" as used in this rule shall mean pension plus equivalent of death- cum-retirement gratuity and commuted pension. The words "gross emoluments" in the case or a retired or re-employed Government officer shall mean monthly emoluments paid under this rule plus gross monthly pension.

Note. 2-

A Government officer holding an officiating or a substantive appointment at the time of his appointment as chairman or member shall be allowed regular increments as and when they would have accrued to him had he not been appointed as chairman or member. If the post under Government was held in an officiating capacity the officer appointed as chairman or member shall be entitled to the benefit of the monthly emoluments and increments relating to such officiating appointments only so long as and up to the date it can be certified by Government that the said officer would have continued to officer would have continued to officiate in the said post or in another post carrying to officiate in the said post or in another post carrying the same or higher emoluments but for his appointment to the Board.

6. The Chairman or a member may resign his office by giving three months' notice in writing to the Government. The Government may, if it thinks fit, waive such condition.

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7. (a) Subject to rule 5 (b) (iv), the chairman and other members whether Government officers or shall for journeys performed for the purpose of the Board, be entitled to the traveling allowance at the rates for the time being admissible under the Punjab Civil Services Rule to the officer to grade I.

Explanation- Those non-official members who are not in receipt of any pay shall be regarded as grade I officer drawing a pay of Rs. 1000 per mensem.

(b) No journey outside the State of Haryana and areas of the Delhi administration shall be undertaken by the Chairman without the approval of the Board.

8. The Chairman and the whole time members and their families shall be entitled to such medical facilities as are admissible to class I officer of the Haryana Government.

9. The whole time Chairman and the whole time members residing at the Head Quarters of the Board shall-

i) either be entitled to residential accommodation owned or requisitioned by Government or residential accommodation owned by the Board, if and when available, on the payment of 10 percent their percent of their emoluments, subject to the condition that in case of Govt. owned or requisitioned accommodation the difference of the rent worked out under rule 45.B of the Fundamental rule and that actually paid by the Chairman or the member, as the case may be shall be paid to Government by the Board, or

ii) be entitled to such house-rent allowance in lieu thereof as is admissible to Haryana Government employees and subject to the similar conditions.

10. (a) The Chairman and the members who are Government officers shall be entitled to such kinds leave including casual leave as is permissible to them under the provision of Service Rules applicable to them. The Chairman and the members who are not Government officers shall be entitled to such leave and leave salary as is admissible to Haryana Government employees engaged on contract on similar salaries under the Punjab Civil Services Rules in force on the date of the sanction of the leave.

(b) The power to grant leave, other than the casual leave to the chairman and the members shall vest in Government.

(c) The power to grant casual leave to the Chairman of the Board shall vest in Government. The power to sanction casual leave to members of the Board shall vest in the Chairman.

(d) The part-time members will not be entitled to any leave except that their absence from meetings may be executed by the Board:

Provided that the absence of a part-time member, for three or more consecutive meetings of the Board, shall be referred to the State Government for condo nation.

11. Non-official part-time members when appointed shall attend the meetings of the Board and take full part in the deliberations of the meetings. They may however, be entrusted by the Board with special duties on an adhoc basis from time to time. They shall not be placed in charge of any particular subject on regular basis.

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12. No whole-time member shall so long as he continues as member accept any assignment other than of the Board, without the prior permission of the Government.

13. Non-officials (including Members of the State Legislature and Members of Parliament) when appointed to an office of profit (e.g. as Chairman, Member or Advisor) in the Board, shall furnish a declaration to Government regarding their assets at the time of appointment and every year thereafter.

Tirlochan Singh
Financial Commissioner and Secretary to Government Haryana,
Housing Department

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Regulations to Regulate the grant of

Permanent Travelling Allowance to the Staff of

HOUSING BOARD HARYANA

REGULATIONS

In exercise of the powers conferred by Sub-Section (3) of section 11 read with section 74 of the Haryana Housing Board Act, 1971

and with the previous sanction of the State Government as required under section 75 ibid the Housing Board, Haryana hereby

makes the following regulations regulating the grant of Travelling Allowance to the staff of Board

1. These regulations shall be called the “Housing Board, Haryana (Travelling Allowance) Regulations, 1975”.

These shall come in to force from the date of publication of the notification in the official Gazettee of Haryana

Government.

2. In these regulations, unless there is something repugnant in the subject or context;-

(a) “The Act” means “The Haryana Housing Board Act, 1971”.

(b) “The Board” means “The Housing Board Haryana”.

(c) “The Rules” means “The Punjab Civil Services Rules, Volume III as amendment from time to

time”.

3. The Executive Engineers engaged on field work of the Board shall be entitled to draw Travelling Allowance at

the rate of Rs. 350 per month Provided they:

(i) Maintain a car;

(ii) Actually use it for official journeys; and

(iii) Do not use any official vehicle for the period or part thereof, for which the fixed allowance is

drawn for the journeys within a radius of 32 kilometers of the headquarters

in connection with the Board’s works.

4. In case the Executive Engineers perform journeys in connection with the works of the Board beyond 32

kilometers but within 60 Kilometers of the headquarters they shall be entitled to perform these journey by car

with the prior permission of the Board and they shall be entitled to draw Travelling Allowance in accordance with

the provision of the rules.

5. The Sub-Divisional Engineers engaged with regard to the field work of the Board shall be entitled to draw

Travelling Allowance at the rate of Rs. 100 per month provided they:

(i) maintain a scooter;

(ii) actually use it for official journeys; and

(iii) Do not use any official vehicle for the period or part thereof, for which the fixed allowance is

drawn for the journeys within a radius of 32 kilometers of the headquarters in connection

with the Board's works.

6. For the journeys beyond 32 Kilometers and within 60 Kilometers in connection with the works of the Board the

Sub-Divisional Engineers shall be governed by the same terms which are incorporated in regulation No. 4

above.

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7. For the purpose of the performing journeys beyond 60 Kilometers of the headquarters the Executive Engineers

and Sub-Divisional Engineers shall be governed by the provisions of the rules.

8. The officers and the staff working at the headquarters and outside, shall be entitled to draw. Traveling allowance

as permissible under the rules.

B.L. Ahuja,

Chairman,
Housing Board, Haryana

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PART III
HARYANA
GOVERNMENT
HOUSING
DEPARTMENT
Notification

The 3rd May, 1974

No. G.S.R. 49 / H.A. 20 / 71 / S.73 / 74 – In exercise of the power conferred by sub-section (I) of 73 of Haryana Housing Board Act, 1971 and with reference of Haryana Government, Housing Department notification No. G.S.R. 91 / H.A. 20 / 71 / S. 73 / 73, dated the 13th July, 1973 the Governor of the Haryana hereby makes the following rules, namely: -

1. These rules may be called the Housing Board, Haryana (Provident Fund) Rules, 1974.

2. In these rules, unless there is anything repugnant in the subject or the context.

(a) "Family" means-

(i) In the case of the male subscriber, the wife of wives and children of the subscriber, and the widow or widows and children of a deceased son of the subscriber.

Provided that if a subscriber proves that his wife has been judicially separated from him, or has ceased under the customary law of the community to which he belongs, to be entitles to maintenance, she shall henceforth be deemed to be no longer a member of the subscriber's family in matters to which these rules relate, unless the subscriber subsequently indicates by express notice in writing to the Chairman that she shall continue to be so regarded;

(ii) In the case of a female subscriber, the husband and children of the subscriber, and the widow of widows and children of a deceased son of a subscriber:

Provided that if a subscriber, by notice in writing to the Chairman expresses her desire to exclude her husband from her family, the husband shall hence forth be deemed to be no longer a member of the subscriber's family in matter to which these rules relate, unless the subscriber subsequently cancels formally in writing her notice excluding him;

Note: - "Children" does not include illegitimate children.

(b) "Government" means the Government of the State of Haryana in the Housing Department.

(c) "Interest" means interest accrued on the balance at the credit of a subscriber to the Provident Fund calculated as if such balance were a deposit in the Saving Bank; or the amount of interest received from investment under sub-rule 2 of rule 9;

(d) "Provident Fund" means the Provident Fund established by the Government under section 12 of the Haryana Housing Board Act 1971;

(e) "Salary" means monthly salary and includes special pay as defined in the Punjab Civil Services Rules, but does not include traveling allowance, conveyance allowance or compensatory allowance;

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(f) "Saving Bank" means the Saving Bank of any scheduled, Nationalized or Co-operative Bank of the post officer saving bank'

(g) "Servant" includes every employee of the Board who holds permanent post under the Board or is officiating against a permanent post in a substantive capacity but does not include a Government servant employed by the Board;

(h) "Service" means service of the subscriber from the date of joining the service of the Board;

(i) "Subscriber" means a servant who is required or permitted to subscribe to the Provident Fund;

3. The Board shall administrator a Provident Fund to which every servant in receipt of a monthly salary of fifty rupees or more shall be required to subscribe at the rate as determined by the Government from time to time; provided that the Board, for special reasons to be recorded in a resolution, may permit any servant in receipt of a monthly salary of less than fifty rupees to subscribe to the Provident Fund. Provided further that a subscriber if he so desires may contribute to the Provident Fund at a higher rate.

4. (1) Every subscription to the Provident Fund shall be recovered by means of a deduction of the amount of subscription from each salary bill of the subscriber; provided that in calculating the deduction to be made fractions of a rupee of salary be disregarded.

(2) Not with Standing anything contained in rule 3 or in sub-rule (1) of his rule, no servant shall be required or permitted to subscribe to the Provident Fund while he is absent on leave except during earned leave.

5. The Board shall contribute to the Provident Fund of each subscriber an amount equal to the amount of his subscription; provided that the contribution does not exceed the rate as determined by the Government from time to time under rule 3.

6. (1) The Board shall maintain a Provident Fund Ledger in from P.F.1 of which separate portions shall be to each subscriber and there shall be entered therein each month the amount of each subscription; the amount of the Board's contribution and the monthly balance on which interest is to be calculated.

(2) The amount of interest accrued on the balance at the credit of a subscriber shall be calculated at the end of the year or when the account is closed, to the nearest paise of the lowest balance, excluding fractions of a rupee at the credit of the subscriber between the close of the forth day and the last day of each month.

(3) The Board shall maintain a Provident Fund Liabilities Account in Form P.F. 8, which shall be posted up on every day in which amounts are credited or debited to the accounts (P.F.I) of the subscribers.

(4) At the end of the each year the Board shall furnish each subscriber with a statement in form P.F. 2 showing the balance at the beginning of the year, the amounts added hereto by way of subscriptions and contributions and the interest accrued during the year and the balance at the credit of his account at the end of the year.

7. (1) The Board shall open an account to be called "The Housing Board Haryana Provident Fund Account" Saving Bank and as soon as may be at the beginning of each mouth and if possible before the fourth day of each month shall pay into such account the amount of all subscriptions recovered under the provisions of

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rule 4 and of the contributions payable under the provisions of rule 5. The Chairman shall operate the

amount.

(2) Before a cheque is drawn for payment of subscription and contributions as required by sub-rule (1), a bill shall

be prepared in Form P.F.3 and submitted with the relevant salary and establishment bills for signatures to the

Chairman or other Officer authorized for this purpose; provided that the Board may make payment of the

subscriptions and contributions on a single bill and by means of a single cheque in respect of all subscribers or

on separate bill and by means of separate cheques in respect of subscribers of different officers.

(3) All cheques drawn under the provisions of sub-rule (2) shall be drawn in favour of the Manager of the Schedule

Nationalized or Co-operative Bank or the Post Master.

8. (1) No sum shall be withdrawn from the Housing Board Haryana Provident Fund Account with the bank except.

(a) Under the provisions of sub-rule (1) of rule 9 for the purpose of in-vestment or placement.

(b) Under the provisions of sub-rule (1) of rule 10 for the purpose of making an advance to a subscriber;

or

(c) Under the provisions of rule 13 when a subscriber's account is to be closed for payment to the

subscriber or his heirs.

(2) Whenever a sum is withdrawn from the Housing Board Haryana Provident Fund Account, such sum shall

forthwith be credited to the Board Fund. The payment shall be made there from for the purpose for which the

sum was withdrawn.

9. (1) With the pervious sanction of the Government the Board may from time to time, withdraw any sum Housing Board Haryana Provident Fund Account with the savings bank and may invest or place such sum

subject to the conditions and restrictions, if any applicable to the investment or placement of a portion of the

Board Fund.

(2) The interest obtained by the investment or placement of any sum under sub-rule (1) rule shall be deposited in

the saving bank to the credit of the Housing Board Haryana Provident Fund Account subject to the following

conditions;

CONDITONS

(1) The Board shall established a Provident Fund Investment Depreciation Fund (hereinafter in these conditions referred to as

the fund) which shall be deposited in the savings bank, under the General Account of the General Provident Fund

Account.

(2) There shall be credited to the fund immediately on accrual:-

(a) All interest accruing on the amount of the fund from time to time; and

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(b) One percent per annum of the sum invested under sub-rule (1); provided that the interest received from investment and available for distribution amongst the subscribers should not be less than the interest obtainable from the saving bank.

(3) After deducting from the interest obtained by the Board on any sum invested under sub-rule (1), the amount referred to in condition 2(b) above, the reminder of the said interest shall be deposited in the savings bank to the credit of the Housing Board Haryana Provident Fund Account.

(4) At the end of each year immediately after the account of each subscriber has been credited with interest in accordance with the provision of sub-rules(2) and (3) of rule 6, the Secretary of the Board shall lay before the Board a statement showing-

(a) The total amount of interest accrued to the Housing Board Haryana Provident Fund Saving Bank Account during the year just closed either earned in the savings bank itself or credited thereto in accordance with the provisions of condition 3 above; and

(b) The total amount of interest credited to subscriber's account's under the provisions of sub-rules (2) and (3) of rule 6.

(5) At the close of five years after the institution of the fund and at regular intervals of five year thereafter the Board shall furnish to the Government to scrutiny a statement of the fund held by the Board and a statement showing the total amount in the fund.

(6) If the Government is satisfied at any quinquennial scrutiny that any of the investments held by the Board out of the Housing Board Haryana Provident Fund Account have depreciated in value, it may direct that an amount not exceeding the amount of such depreciation shall be drawn by the Board from the fund and credited to the credited to the credited to the Housing Board Haryana Provident Fund Account.

(7) If the Government is satisfied at any quinquennial scrutiny that the balance in the fund after the with drawl, if any, of any sum in accordance with condition 6 is sufficient to cover any depreciation likely to occur during the next following period of five years in regard to any of the investments held by the Board as part of the Housing Board Haryana Provident Fund, the Government may direct that for the next five year the amounts to be deposited in the fund in accordance with clause (b)of condition 2 shall be reduced to such sum as it may prescribe or shall be discontinued for such period not exceeding five years as if may direct.

(8) If any reduction discontinuance of the periodical payments into the fund has been ordered by the Government under the provisions of condition 7, it may at any subsequent quiquennial scrutiny direct that the payments be restored to the original figure or to any proportion thereof as it may deem fit.

(9) (a) The cost of making any investment, under the provision of sub-rule (1) rule 9, shall be met out of the fund.

(b) When any investment is realized and the net price obtained after payment of any brokerage and other incidental charges is less than the amount originally invested, the difference shall be credited to the fund.

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10 (1) With the sanction of the Board any subscriber may, up to the amount contributed by the subscriber [illegible] interest accrued thereon, be granted an advance from his Provident Fund an amount not exceeding, three times the amount of his salary for either of the following purposes and for no other purpose: -

(a) To pay expense incurred in connection with the illness of the subscriber or a member of his family;

(b) To pay expense in connection with marriages, funeral or other ceremonies which by the religion of the subscriber it is incumbent upon him to perform and in connection with which it is obligatory that expenditure should be incurred.

Provided that no such advance shall be sanctioned unless the pecuniary circumstances of the subscriber are such that the indulgence is, in the opinion of the Board, absolutely a necessary.

Provided further that when an advance has already been granted to a subscriber, a subsequent advance shall not be granted to him until at least twelve months after the final repayment of all previous advances together with interest thereon and except for very special reasons to be recorded in writing by the sanctioning authority.

(2) The amount of the advance shall be repayable in not more than twenty-four equal installments as may be fixed by the Board when sanctioning the advance and such installments shall be recovered as if they were subscription in the manner provided in rule 4.

(3) The amount of an advance shall be recorded in column 5 of the Provident Fund Ledger (From P.F.I.) and note shall be made in column 9 as to the number of installments by which the advance is recoverable each month the amount of the advance repaid shall be recorded in red ink column 2 of the Ledger and in column 8 shall be entered the amount of the balance of the advance outstanding. The amount of interest lost on the monthly out standing balances shall be recovered from the subscriber in the month following the month in which the last installment of the advance is recovered and at the end of the year shall be added to the interest calculated on the monthly balance shown in column 7.

(4) If under the provisions of the first provision to rule 5, the whole or any portion of the Board's contributions is to be withheld when a subscriber's account is closed and if, when such subscriber is still outstanding, the amount of the advance outstanding plus the amount of interest lost, calculated on the monthly outstanding balances of the advance shall be added to the amount shown at credit of the account in column 7 for the purpose of calculating the Board's share of the total at credit of the account.

11. Nomination of persons to receive the amount of provident fund at the credit of the subscriber on the death:-

(1) Each subscriber shall, as soon as possible after he joins the Fund, be called up on by the Secretary to furnish a declaration in form P. F.7 in favour of one or more members of his family, in such proportions as he may like showing what he wishes to be done with the Fund money at his credit in the event of his death.

(2) A subscriber who has no family, may nominate any other person or persons, instead, provided that such a nomination shall be deemed to have been duly made in accordance with these rules only for as long as the subscriber has no family.

(3) If a subscriber at the any time acquires a family or remarries, any declaration already made under sub-rule (1) or (2) above as the case may be, shall forthwith become null and void and unless a revised declaration is received

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by the Board the amount of his accumulation shall be dealt with under clause (a) or (b) of sub-rule (1) or rule 15, as the case may be.

(4) A nomination may be cancelled by a subscriber and replaced by any nomination, which is permitted to be made under this rule.

12. Payments towards a policy of insurance may, at the option of subscribers, be substituted for, or deducted from, subscriptions to the provident fund subject to the following conditions: -

(i) Only the amount of subscription with interest thereon, standing at the credit of a subscriber in the Fund, may be withdrawn to meet the payment of premia;

(ii) If the total amount of any subscription or payment substituted under this rule is less than the amount of subscription payable to the fund under rule 3; the difference shall be paid by the subscriber as subscription to the fund;

(iii) The policy to be financed from the Fund shall be the one effected by the subscriber himself on his own life except a "Pure Endowment" policy which involves no element of risk in life. The policy shall be such as is legally assignable to the Chairman.

Notes:-

1. A guarantee policy which ensures the payment of the sum assured in the event of the policy holder being retired by the Medical Board, shall be accepted for the purposes of this rule. A contingent annuity, which in the event of his death, ensures a certain income to the insurant's life or children or both, shall also be accepted for the purposes of this rule.

2. If a policy of insurance is effected by subscriber on his own life for the benefit of a sole beneficiary especially names therein, a formal assignment by both the insured and the sole beneficiary shall be permissible. An assignment of policy effected by a subscriber on his own life for the benefit of more than one beneficiary, whether existent or not at the date of the policy shall not, in view of the attendant legal difficulties, be permissible under this rule;

(iv) The Chairman shall not make any payment on behalf of the subscribers of Life Insurance Corporation of India (hereinafter called the LIC) nor shall he take steps to keep the policy alive. If a subscriber certifies every month at the time preparation of the pay bill that the monthly premium payable by him to LIC is not less than the amount of his Provident Fund subscription under rule 3, the Chairman shall accept the same. He can, however, demand and scrutinise, at any time, the premium receipts or certified copies thereof showing that such payments have actually been made to the LIC. In the event of the insurant's not furnishing the same, the Chairman shall make the necessary deductions from the subscriber's pay for deposit in his provident fund account. Should the subscriber prefer to do so, he may apply for an advance from the fund for payment of his quarterly, half-yearly or yearly premia;

(v). Any sums already at the credit of the subscriber in the Fund may be withdrawn for the payment of premia or for the purchase of a single payment of life policy or at the discretion of the Chairman, for the payment of a single premium, but the utilization of sums already at credit shall not relieve the subscriber for continuing to make the

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usual allocation for his current salary within the limits prescribed in rule 3, whether the amount is to be paid into the Fund or towards as insurance policy except when the subscriber is on leave other than earned leave.

Note:- The amount which may be withdrawn under this clause for payment of a single premium is the amount required to pay a single premium which on receipt by the LIC at once becomes the property of Corporation. A subscriber shall not withdraw an amount from the fund for deposit with the LIC for adjustments towards payments of future premia on his policy. Withdrawals are permissible to finance single payment endowment policies and not merely whole life policies and there should be no objection by the acceptance of a policy on the joint lives of a subscriber and his wife.

(vi) A policy shall not be rejected, if-

(1) There is difference between the amount payable at maturity and death if it occurs earlier, or

(2) The assured is unable to say that what amount precisely will be payable at maturity; or

(3) The insurant has not been required to be medically examined by LIC; or

(4) The amount withdrawn is to meet the premium due for one or more policies, provided they are otherwise acceptable;

(vii) (a) If a policy assigned to the Chairman matures before the subscriber quits the service,

Chairman shall, save as provided in condition (ix) a) proceed as follows:-

If the amount assured together with the amount of any accrued bonuses is greater than the whole of the amount with held or withdrawn from the Fund in respect of the policy with Interest there on the Chairman shall reassign the policy to the subscriber and make it over to him, and he (the subscriber) shall pay to Fund the whole or any amount withheld or with drawn with interest accrued thereon;

If the amount assured together with the amount of any accrued bonuses is less than the whole of the amount withheld or withdrawn with interest, the Chairman shall relies the amount assured together with any accrued bonuses and shall place the amount so realized to the credit of the subscriber in the Fund;

(b) The bonus which accrue on any policy may be allowed to accumulate with the policy until it matures, but if it is incumbent on the policy-holder withdrawn them as they fall due, the amount shall be credited to the subscriber's account in the Fund;

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(viii) A policy, the payment for any premia on which, shall under this rule, be substituted for subscriptions to the Fund or withdrawn from the sum at the credit of a subscriber for the same purpose and which has not already been assigned to the Chairman and delivered to him under this rule shall within three months of such payment or withdrawal be so assigned and delivered as security for the payment contingently of the sum which, in the event of lapse of the policy or any assignment charge or encumbrance thereof or thereon becomes payable by the subscriber to the Fund. No payment so made by a subscriber shall be considered as substitution for any subscription by him to the Fund unless and until the life policy shall have been so assigned. In default of such assignment within three months after such payment or withdrawal as the case may be, the amount so paid or withdrawn shall forthwith be paid or repaid by the subscriber concerned to the Chairman or shall in default be deducted from such subscriber's pay;

(ix) (a) The assignment of a policy under this rule shall be endorsed on the policy and shall be in the following from;

"I,A,B, of _____ hereby assign up to the Chairman of Board, the within policy of assurance as security for payment of all sums which under rule 3 of rules for the management of the Board, Haryana Provident Fund.

I may hereafter become liable to pay to the Board's provident Fund"
Or in the case of policies of insurance effected by subscriber for the benefit of a sole beneficiary as follows:-

"We A, B (the subscribers) of the Board, Provident Fund and CD (the sole beneficiary of the policy) of _____ in consideration of the Chairman of the Board, agreeing at our request to accept payments towards the within policy of assurance is substitution for the subscriptions payable to me the said AB to the Board Provident Fund (or as the case may be to accept the withdrawal of the sum of rupees_____ from the sum to the credit of the said A B in the Fund for payment of the premium of the within policy of assurance) hereby jointly and severally assign up to the said Chairman the within policy of assurance as security for payment of all sums which the said A B may hereafter become liable to pay to that fund;

(b) Save as provided in conditions (ix), (c), the policy shall be reassigned to the subscriber and handed back to him on quitting his service or on his refunding with the full interest thereon any advances taken from the Fund for the purpose of paying premia thereon and in the event of this death before quitting the service a reassignment shall be executed in favour of and the policy be handed over to the legal representative of his estate as determined by a civil court competent to pass orders in this respect. Notice of a reassignment shall be sent to the LIC by the Chairman.

(c) If notice has been received by the Chairman of any assignment or attachment of, or encumbrance on the policy, he shall not execute a reassignment of the policy in

favour of the subscriber or, in the event of his death, of the legal representative of his estate as determined by a civil court competent to pass order in this respect until he has obtained the orders of the Board;

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(x) The following procedure shall be observed in regard to the assignment and reassignment of life policies:-

(a) When the assigned policy is delivered to the Chairman under condition (xiii), it shall be accompanied by a certificate from the subscriber to the effect that no prior assignment of the policy exists. The Chairman shall satisfy himself independently that this is the case by direct reference to the L.I.C.

(b) Notice of the assignment of policy shall be given by the subscriber to the L.I.C. and acknowledgment of the notice of the L.I.C. shall be sent by the subscriber to the chairman within three months of the date of assignment.

13. (1) When a subscriber dies, the amount shown to the credit of his account in column 6 of the Provident Fund Ledger (P.F.I.) plus interest accrued to date shall be withdrawn from the savings bank, and payment of such amount shall be made-

(a) When the subscriber leaves a family-

(i) If a nomination made by the subscriber in accordance with the provisions of rule 11 in favour of member or members of his family subsists, the amounts standing to his credit in the Fund or part thereof to which the nomination relates shall become payable to his nominee or nominees in the proportion specified in the nomination;

(ii) If no such nomination subsists or such nomination relates only to a part of the amount standing to the credit of the subscriber, the whole amount or the part not covered by the nomination shall, notwithstanding any nomination purporting to be in favour of any person other than a member of the subscriber's family become payable as to one moiety to the husband or the widow or in equal shares to the widows, as the case may be, and as to be other moiety in equal shares to the children of the subscriber:

Provided that if one or more of his sons have died leaving behind there widows or sons or both, the respective shares to each such deceased son shall be payable in equal shares amongst their sons or widows or both;

Provided further that if the subscriber has left only a husband or widow or widows, as the case may be the amount shall become payable to such husband or widow or in equal shares to such widows, as the case may be, or if the subscriber has left only children the whole of the amount shall become payable to such children in equal shares subject to proviso (i) above, or failing both children and widow or widows or husband, as the case may be, in equal shares among other members of the family:

Provided further that no share shall be payable to-

(1) Married daughter whose husbands are alive; and

(2) Married daughters of a deceased son whose husbands are alive; if there is any other member of the family in existence;

(3) When the subscriber leaves no family-

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(i) If a nomination made by him in accordance with the provisions of rule 11 in favour of any person or person

subsists, the amounts so standing to his credit in the fund or the part thereof which the nomination relates shall

become payable to his nominee or nominees in the proportion specified in the nomination.

(ii) If no nomination subsists or if such nomination relates only to a part of the amount standing to his credit in the

Fund, the whole amount or the part thereof to which the nomination does not relate, shall not relate, shall be

payable to his legal heirs.

Explanation-

1. For the purposes of this sub-rule a subscriber's posthumous child shall be considered to be a member of his

family at the time of his death, and if born alive, shall be treated in the same way as surviving child born before

the subscriber's death.

2. The case of a posthumous child already born when the case is taken up by the disbursing officer will present to

difficulty. For the rest if the possibility of the birth of a posthumous child is brought to the notice of the disbursing

officer, the amount, which will be due to the child in the event of his being born alive, shall be retained, and the

balance distributed in the normal way under this sub-rule. If the child is born alive, payment of the amount

retained should be made as in the case of a minor child; but if no child is inborn or the child is still born, the

amount retained should be distributed among the family in accordance with this sub-rule.

(2) Subject to the provisions of rule 14, when a subscriber ceases to be a servant of the Board, the amount shown

to the credit of his account in column 6 of the Provident Fund Ledger (From P.F.I.) plus interest accrued to date

shall be withdrawn and shall be paid to him:

Provided that-

(a) If he is transferred other wise than temporarily to the service of another autonomous institution which maintains

a Provident Fund or when having been transferred temporarily from the service of another autonomous
institution he reverts to such service of the amount withdrawn shall be paid to such other autonomous institution
for credit to his provident fund account with such autonomous institution; and

(b) If he is transferred temporarily to the service of another autonomous institution, the amount shown to the credit

of his account in column 6 of the Provident Fund Ledger (From P.F.I.) shall not be withdrawn but shall remain to

the credit of his account,

(3) When a subscriber-

(a) Has proceeded on leave preparatory to retirement, or

(b) While on leave, has been permitted to retire or declared by competent authority to be unfit for further service, the

amount shown at the credit of the account in column 6 of the Provident Fund Ledger (From P.F.I.) shall, upon

application made by him in that behalf, become payable to him subject to the provisions or rule 5:

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Provided that the subscriber, if the returns to duty shall, if required to do so by the Board, repay the fund for credit to his account, the whole or part of any amount paid to him from the fund in pursuance of this sub-rule with interest thereon in cash or securities or partly in cash or partly in securities, by installments or otherwise by recovery from his salary, or otherwise as the Board may direct.

(4) Notwithstanding anything contained in sub-rule (1) or sub-rule (2), or sub-rule (3), no amount shall be with drawn for payment to a subscriber or his heirs under the provisions of those sub-rules unless such payment can be made immediately; provided that if such payment can be made within one year if the amount at credit of the subscriber's Provident Fund Account is ten rupees or less, or within three years if such amount is more than ten rupees, the Board shall withdraw such amount and credit it to the Board Fund Unclassified head of Account and no payment shall thereafter be made to the subscriber or his heirs except under the orders of the Board.

(5) When an account is closed under the provisions of this rule, a line shall be drawn in red ink across the page below the last entry in the Provident Fund Ledger Account (P.F.I.)

14. (1) Notwithstanding anything contained in rule 13, if any sum is due from a subscriber to the Board at the when his account is closed, the Board may deduct the amount of such sum, but not exceeding in any case the total amount of its contributions credited to the account of the subscriber and interest accrued thereon before making payment under rule 13 of the amount at his credit in the fund.

(2) When the subscriber who is required or permitted to subscribe to the Fund resign within five years of the commencement of his service except on account of illness or any other cause which the Chairman may deem to be a sufficient cause or has been dismissed from the Service of the Board, the Board may deduct from the sum standing at his credit in the Fund, the whole or part of the contribution made by it to his Provident Fund and the interest thereon.

15. The Board shall maintain-

(1) A Provident Fund Account in P.F.4.

(2) A Provident Fund Investments Account in Form P.F.5;

(3) A Provident Fund Investments Interest Account in Form No. P.F.6 or if a Provident Fund Investment Depreciation Fund is maintained, a Provident Fund Investment Depreciation Fund Account in Form P.F.6-B; and

(4) An account in Form P.F. 9, showing the amount available for payment of insurance premia of the Provident Fund Subscribers.

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Haryana Board, Haryana

Provident Fund Ledger

(Form P.F.I)

Number of Account _____ Name of Subscriber _____
Folio Number _____ Establishment Check Register

19	Deposits	Contributions	Total	Withdrawal	Actual m balance i

1	2	3	4	5	6
	Rs. P	Rs. P	Rs. P	Rs. P	Rs.
Opening Balance -					
April					
May					
June					
July					
August					
September					
October					

1	2	3	4	5	6
	November				..
	December				..
January				.....	
February				.....	
March					.....
Total					.....
Interest for 19					....
Balance of 31st March 19					

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Housing Board, Haryana

Subscriber's Annual Account

(Form P.F.2) **[Rule 6(4)]**

Name of Subscriber

……..

Details		**Amount**
Balance at credit in account on	…….	……
Subscriptions and Contributions Received	…….	……
Interest Accrued	…….	……
Less-Interest on Balance of Advance	…….	……
Total	**……**	**……**
Less-Amount of Advance Outstanding Balance at credit in account on		
	……	
	…….	……

Any representation with regard to the correctness of this account, subscriber may made in writing within one month from the date noted below to the Secretary to the Board.

Dated : Secretary

Initial of Accountant Housing Board, Haryana

Housing Board Haryana

(Form P.F.3) **Provident Fund Bill** **[Rule 7(2)]**

No. _____ Year_____ Month_____

Detailed Head of	Number and date of Salary or establishment bill	Amount of	Amount of Contribution	Total
	Total			

Signature of Secretary or Head of Department

Date : _____

Pay Rs.

Examined and entered

Signature of Officer
Authorized to order Payment Accountant

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Housing Board, Haryana Provident Fund Account

(Form P.F.4)

Date	Bill No.	**Remitted to Saving Bank** Amount	Interest credited by savings bank	**Withdrawal from Saving** No. of Challan crediting amount withdrawn to Board Fund	Amount	Balance after each transaction	Investments	Pay sub of
						Bill No.	**Amount**	**Bil**

Housing Board, Haryana

(Form P.F.5) **Provident Fund Investment Accounts**

Purchase of Investments **Sa**

						Cost		**Interest**	**Net Price realised**	**Di**
Serial No.	Date	Bill No.	Description of investment	Nominal Value	Actual Price debit able to Provident Fund	Brokerag and other charges debitable	Total Cost	Rate	Amount	Amount	Br oth ac

1	2	3	4	5	6	7	8	9	10	11
							Rs.			Rs.

* The amount to be shown in this column should be the same amount as is shown in column 6.

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Housing Board, Haryana

(Form P.F.6) **Provident Fund Investment Interest Account**

Installments of Interest Due 19									
Serial No. in Provident Fund Investment Amount (L.I.T. / P.F. 5)	Date	Amount	Date	Amount	Disposal of Proceeds				
					Paid into Provident Fund				
					Number and date of Bill	Amount	Paid into d Board Fun		
			Rs.	**Rs.**		**Rs.**			

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Housing Board, Haryana

(Form P.F.6) **Provident Fund Investment Interest Account-**

19						
Installments of Interest received			**Disposal of Proceeds**			**Installme**
Date	Amount	Number & Date of Bill	Paid into Provident Fund			
			Amount	Paid into Board	Date	Amount
Fund						
			Rs.		**Rs.**	

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Housing Board, Haryana

(Form P.F.6A) **[Rule 15]**

Provident Fund Investment Interest Account

Amount of interest investments during the current financial year	Amount of interest received on the sum deposited in the savings bank	Total	Amount creditable the depreciation fund	Balance tobe distributed, amount subscribed at the close of March each	Remark

1	2	3	year 4	5	6

Note:- The amount debitable to the depreciation fund under sub-rule 3 (a) and (b) of rule 9 should be shown as minu column 4 of this form and the particulars given in column 6.

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Housing Board, Haryana

(Form P.F. 6-B) **Provident Fund Investments Depreciation Fund Accou**

Amount Credited to the Provident Fund	Investment Depreciation Fund in	Payments

the Savings Bank

Date	Balance at Credit	Interest		Balance
	Folion No.	Amount	Earned on the investment Depreciation Fund Money in the savings bank	Number and order of the sanctioning the Fund
1	2	3(a)	3 (b)	4	5
	Rs.			

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Housing Board, Haryana

(Form P.F.7) **The Provident fund Form of Declaration**

Form

…….Subscriber

I hereby declare that in the event of my death the amount at my credit in the Provident Fund shall be distributed among the persons mentioned below in the manner shown against their names.

The amount due to nominee who is a minor at the time of my death should be paid to the person whose name appears in column_____.

Name and address of the nominee or nominees	Relationship with the subscriber	Whether major or minor minor, state his age	Amount of share of deposit	Name and addr person to whom to be made on b
1	2	3	4	5

Here state un-married / married or widower.

Signature of subscriber_____

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Two witness to signature of subscriber-

Witness No.1 Witness No.2

Signature _____ Signature _____ Occupation of subscriber _____

Occupation _____ Occupation _____ Address of subscriber _____

Address _____ Address _____ Station _____

Date _____

_____

_____

Note: - A subscriber having a family as defined in rule 2 is not permitted in his Form of Declaration to leave the amount of his accumulation, in the fund or any part of it to any one outside his family.

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Housing Board, Haryana
Provident Fund Liabilities Account for the year 19 _____

(Form P.F.8) **[Rule 6(3)]**

Number of depositor | Name & designation | Opening balance _____April_____

Date of credit	Deductions from salary	Board's contribution	Total

May **June**

Date of credit	Deductions from salary	Board's contributions	Total	Date of credit	Deductions from salary	Board's contributions

July **August**

Date of credit	Deductions from salary	Board's contributions	Total	Date of credit	Deductions salary	Board contribut

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September				**October**		
Date of Credit	Deductions from salary	Board's Contributions	Total	Date of Credit	Deductions from salary	Board's Contribution

November				**December**		
Date of Credit	Deductions from Salary	Board's Contributions	Total	Date of Credit	Deductions from salary	Boa Contributions

January				**February**		
Date of Credit	Deductions from salary	Board's Contributions	Total	Date of Credit	Deductions from salary	Board's Contribution

March						
Date of Credit	Deductions from salary	Board's Contributions	Total	Interest added for the year	Total carried to next years account	Remarks

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Housing Board, Haryana

Register Showing The Amount Available for Payment of

(Form P.F. 9) Insurance Premia of Provident Fund Subscriber [Rule 11]

P.F. Account No. _____

Name _____

Provident Fund Subscription Available for Insurance

	(a)	(b)			
Date	Amount of deposit made by the subscriber since the last withdrawal for payment of insurance premium w	Interest earned since the date of last withdrawal on subscriber's own deposits	Total of Advance columns paid 2 (a), 2 (b) and 4	Balance after each transaction	Remarks

a
s

m
a
d
e

1	2	3	4	5	6	7

Note:- The fact that the insurance policy has been assigned to the Board as well as the number should be noted in the Remarks Column on the register.

Kul want Sing h
Secr etary to Gove rnme nt,

Haryana

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HOSING BOARD HARYANA

Notification

The 26th July 2006

No. 6/4/2006/1 Hg.- In exercise of the powers conferred by clause (d) of section 74 of the Haryana Housing Board Act, 1971 (20 of 1971), the Housing Board, Haryana, with the previous sanction of he state Government conveyed vide their memo No. 8307 dated the 19th September, 2005, hereby makes the following regulations for determining the recruitment and conditions of service of Officers and Employees) Service, namely :-

1. (1) These regulations may be called the **Haryana Housing Board (Recruitment and Conditions of Service of Officers and Employees) Regulations, 2006.**

(2) They shall come into force on the date of their publication in the Official Gazette. (3) They shall be applicable to all the officers and employees of the Housing Board, Haryana.

2. (1) In these regulations, unless the context otherwise requires :-

(a) "Act" means the Haryana Housing Board Act, 1971 (20 of 1971);

(b) "Board" means the Housing Board, Haryana;

(c) "direct recruitment" means an appointment made otherwise than by promotion from within the Service or by transfer or deputation of an official already in the service of the Government of India or any state Government or any of its Boards/Corporations/Local authorities;

(d) "Government" means the Haryana Government in the Administrative Department;

(e) "Service" means the Haryana Housing Board (Recruitment and Conditions of Service of Officers and Employees) Service;

(f) "recognised university" means any university incorporated by law in India or any other university which is declared by Government of India as such for the purpose of these rules.

(2) Words and expressions used in these regulations but not defined, shall have the same meaning as respectively assigned in the Act.

3. The Service shall comprise the posts shown in Appendix A to these regulations:

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Provided that the Board may make additions to, or reductions in the number of such posts or to create new

posts with different designations and scales of pay, either permanently or temporarily, with the previous

sanction of the State Government.

4. (1) No person shall be appointed to any po0st in the service unless he is a citizen of India.

(2) No person shall be appointed to any post in the Service by direct recruitment unless he produces.

(a) a certificate of character from the academic institution last attended and a similar certificate

from two other responsible persons not being his relatives, who are well acquainted with the

person in his private life and are not connected with the academic institution above; and

(b) a medical certificate of fitness as required under rule 3.1 of the Punjab Civil `Services Rules,

Volume I, Part I.

5. The lower age limit for appointment by direct recruitment to any post in the Service shall not be less than

eighteen years. The upper age limit shall be such as may be fixed by the State Government for its own

recruitments from time to time.

6. No person Shall be appointed to any post in the Service unless he fulfils the minimum eligibility conditions as

laid down in column 3 of Appendix B in case of appointments other than by direct recruitments:

Provided that in the case of direct recruitment against vacancies meant for Scheduled Castes, Backward

Classes, Ex-servicemen or Physically Handicapped categories, experience may be relaxed at the sole

discretion of the appointing authority in case candidates are not available to fill up the vacancies reserved for

them, after recording reasons for the same.

7. No person shall be eligible for appointment to any post in the Service,

(a) Who has entered into or contracted a marriage with a person having a spouse living; or

(b) Who having a spouse living, has entered into or contracted a marriage with any other person;

or

(c) Who has been dismissed from service of the Government of India or any State Government or

local authority or corporate body or Board.

8. Appointments to various posts in the Service shall be made by the authority indicated in column 9 of

Appendix A to these regulations.

9. (1) The mode of recruitment to various posts in the Service shall be as specified in column 7 of

Appendix A to these regulations :

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Provided that the number of appointees by any particular mode of recruitment to that post at any point of time shall not fall below that percentage of the total number of that post, wherever indicated in column 7 itself.

(2) Promotions, unless and otherwise provided, shall be made on merit-cum-seniority basis and seniority alone shall not confer any right to such promotions.

10. (1) Persons appointed to any post in the service shall remain on probation for period of two years, if appointed by direct recruitment; and one year, if appointed by promotion or transfer. The period as mentioned below may also be counted towards the period of probation at the discretion of the appointing authority, -

(a) any period spent after such appointment on deputation on a corresponding or a higher post; or

(b) any period of work in equivalent or higher rank, prior to the appointment in the Service, in the case of an appointment by transfer; or

(c) any period spent on officiating appointment, but no person who has so officiated shall, on the completion of the prescribed period of probation, be entitled to be confirmed, unless he is appointed against a permanent vacancy.

(2) If in the opinion of the appointing authority, the work or conduct of a person during the period of probation is not satisfactory, it may-

(a) if such person is appointed by direct recruitment, dispense with his services; and

(b) if such person is appointed otherwise than by direct recruitment, either revert him to his former post or deal with him in such other manner as the terms and conditions of the previous appointment permit.

(3) On the completion of period of probation of a person, the appointing authority may-

(a) if the work or conduct has, in its opinion, been satisfactory :-

(i) confirm such person from the date of his appointment, if appointed against a permanent vacancy; or

(ii) confirm such person from the date on which a permanent vacancy occurs, if appointed against a temporary vacancy; or

(iii) declare that the person has completed his probation satisfactorily if there is no permanent vacancy;

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(b) if the work or conduct has, in its opinion, not been satisfactory :-

(i) dispense with his ……./ if appointed, by direct recruitment, and if appointed otherwise,…… him to his former post or deal with him in such other manner as the ……. and conditions of previous appointment permit;

or

(ii) extend the period of ……. and thereafter pass such orders, as it couls have passed on the ……. of the first period of probation :

Provided that the ……. period of probation, including extension, if any, shall not exceed three years.

11. (1) Seniority inter se of the members of the Service on the same post shall be determined as per the date of appointment on the post; a member appointed earlier shall rank senior to the member appointed on a later date. Seniority shall be determined separately for each cadre.

(2) In the case of a member appointed by direct recruitment, the order of merit determined by the appointing authority shall not be disturbed while fixing inter se seniority:

Provided that in case of two or more members appointed on the same date, their seniority shall be determined as under :-

(a) a member appointed by direct recruitment shall be senior to member appointed by

promotion or by transfer;

(b) a member appointed by promotion shall be senior to a member appointed by transfer;

(c) in the case of appointments by promotion or by deputation, seniority shall be determined according to the seniority in the post from which they were promoted or transferred; and

(d) in the case of members appointed by transfer from different cadres, their seniority shall be determined according to their pay, preference being given to a member who was drawing higher scale of pay in the previous appointment; and if the scale of pay are also the same, then by the length of continuous service on the earlier post, and if the length of such continuous service is also the same, the older member shall rank senior to the younger member.

12. The members of the Service shall be liable to serve at any place, whether within or outside the State of Haryana, on being ordered so to do by the competent authority.

13. In respect of pay, leave and all other matters not expressly provided for in these regulations, the member of the Service shall ordinarily be governed by the corresponding rules of the State Government.

14. (1) Unless expressly provided for in these regulations, the Haryana Civil Services (Punishment and Appeal) Rules, 1987, shall ordinarily apply to the members of the Service mutatis mutandis.

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(2) The competent authority to impose any of the major or minor penalties as specified in the Haryana Civil Services (Punishment and Appeal) Rules, 1987, shall ordinarily be the appointing authority. Further, the controlling authority if below the appointing authority, shall be competent to impose any of the minor penalties as prescribed in the Haryana Civil Services (Punishment and Appeal) Rules, 1987, as per delegation in column 10 of Appendix A to these regulations.

(3) Appeals against a such order of penalty imposed upon a member of the Service shall lie to the authority as prescribed in section 72 A of the Act.

15. Every member of the Service shall get himself vaccinated as and when the Board so directs by a special or general ……..

16. Every member of the Service shall be required to take the oath of allegiance to the Constitution of India as by law established.

17. Notwithstanding anything contained in these regulations, the appointed authority may impose special terms and conditions in the order of appointment if it is deemed expedient to do so.

18. Nothing contained in these regulations shall affect reservations and other concessions required to be provided for Scheduled Castes, Backward Classes, Ex-Servicemen, Physically Handicapped persons or any other class or category of persons in accordance with the orders issued by the State Government in this regard from time to time.

Provided that the total percentage of reservations so made shall not exceed fifty percent at any time.

19. Where the State Government is of the opinion that it is necessary or expedient to do so, it may, for reasons to be recorded in writing, relax any of the provisions of these regulations with respect to any class or category of persons.

20. If any doubt arises at any time as to the regulations or their application, notwithstanding anything contained in these regulations, the matter will be referred to Government whose decision shall be final.

21. Any provision contrary contained in any other regulations regarding any establishment matter of members of the Service and which was in force immediately before the commencement of these regulations shall stand repealed forthwith.

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APPENDIX A
[See regulation nos. 3,8,9 (1) and 14 (2)]

Sr. No.	Designation of post	Group of post	Number of posts			Mode of recruit-ment	Scale of Pay	Appointing Authority	Delegation of authority for imposing any of minor penalties in respect of following Group of employees
			Perma-nent	Temp-orary	Total				
1	2	3	4	5	6	7	8	9	10
1	Chief Administrator	A	1	--	1	*S	As prescribed by State Government	State Government	--
2	Secretary	A	1	--	1	*S	As prescribed by State Government	State Government	--
3	Chief Accounts Officer	A	1	--	1	*D/T	Rs.10000-325-13900	Chief Administrator	All Group C and D employees working in the accounts wing.
4	Law Officer	B	1	--	1	*D/T	Rs.8000-275-10200-EB-275-13500	Chief Administrator	--
5	Chief Revenue Officer	B	2	--	2	*P	Rs.6500-200-8500-EB-200-10500	Chief Administrator	--
6	Accounts Officer	B	1	--	1	*D/T	Rs.6500-200-8500-EB-200-10500	Chief Administrator	--
7	Superintendent (Administration)	B	1	--	1	*P	Rs.6500-200-8500-EB-200-10500	Chief Administrator	--
8	Private Secretary	B	1	--	1	*P/T	Rs.6500-200-8500-EB-200-10500	Chief Administrator	--
9	Section Officer	C	1	--	1	*T	Rs.6500-200-8500-EB-200-9900	Chief Administrator	--
10	Revenue Officer	C	2	1	3	*P	Rs.5450-150-6950-EB-150-8000+200	Chief Administrator	--
11	Estate Manager	C	12	--	12	*D/P D>25%	Rs.5450-150-6950-EB-150-8000	Chief Administrator	All Group D employees working in the concerned estate office
12	Personal Assistant	C	3	--	3	*P	Rs.5500-175-8300-EB-175-9000	Chief Administrator	--
13	Assistant Research Officer	C	--	1	1	--	Rs.5500-175-8300-EB-175-9000	Diminishing cadre	--
14	Accountant	C	8	2	10	*D/P D>25%	Rs.5450-150-6950-EB-150-8000	Secretary	--
15	Accounts Assistant	C	9	--	9	*D	Rs.5000-150-7100-EB-150-7850	Secretary	--
16	Assistant	C	12	--	12	*P	Rs.5000-150-7100-EB-150-7850	Diminishing cadre	--

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17	Accounts Clerk	C	--	14	14	--	Rs.5000-150-7100-EB-150-7850	Secretary	--
18	Senior Scale Stenographer	C	2	1	3	*P	Rs.5000-150-7100-EB-150-7850	Secretary	--
19	Junior Scale Stenographer	C	3	--	3	*P	Rs.4000-100-4800-EB-100-6000	Secretary	--
20	Driver	C	10	--	10	*D/P/TD>75%	Rs.4000-100-4800-EB-100-6000	Secretary	--
21	Steno Typist	C	4	--	4	*D	Rs.3050-75-3950-EB-80-4590	Secretary	--
22	Clerk / Assistant Sub-Divisional Clerk	C	86	29	115	*D/PD>90%	Rs.3050-75-3950-EB-80-4590	Secretary	--
23	Jamadar	D	--	2	2	--	Rs.2650-65-3300-EB-70-0000	Diminishing cadre	--
24	Peon	D	50	27	77	*D	Rs.2550-55-2660-EB-60-3200	Secretary	--
25	Sweeper-cum-Chowkidar	D	--	18	18	--	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
26	Mali	D	--	2	2	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
27	Sweeper	D	--	11	11	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
Engineering Wing									
28	Chief Engineer	A	1	--	1	*D/T	Rs.18400-500-22400	Chief Administrator	All Group B employees working in the Engineering wing
29	Superintendent Engineer	A	1	--	1	*P/T	Rs.13500-375-17250	Chief Administrato	
30	Executive Engineer (HQ)	A	1	--	1	*D	Rs.10000-325-13900	Chief Administrator	All Group C & D employees working in the Engineering wing at the Head Office
31	Executive Engineer (Civil)	A	5	--	5	*P/T	Rs.10000-325-13900	Chief Administrator	All Group C & D employees working in the concerned division (including sub-divisions).
32	Assistant Engineer (Civil)	B	16	3	19	*D/PD>60%	Rs.8000-275-10200-EB-275-13500	Chief Administrator	--
33	Assistant Engineer (Electrical)	B	3	4	7	*D/PD>60%	Rs.8000-275-10200-EB-275-13500	Chief Administrator	--
34	Circle Superintendent	B	1	--	1	*P	Rs.6500-200-8500-EB-200-10500	Chief Administrator	--
35	Circle Head Draftsman	C	1	--	1	*P	Rs.6500-200-8500-EB-200-10500	Chief Engineer	--

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36	Head Draftsman	C	7	--	7	*P	Rs.5500-175-8300-EB-175-9000	Chief Engineer	--
37	Junior Engineer (Civil)	C	39	22	61	*D	Rs.5500-175-8300-EB-175-9000	Chief Engineer	--
38	Junior Engineer (Electrical)	C	7	1	8	*D	Rs.5500-175-8300-EB-175-9000	Chief Engineer	--
39	Head Clerk	C	6	--	6	*P	Rs.5450-150-6950-EB-150-8000	Secretary	--
40	Assistant Draftsman (Civil)	C	5	6	11	*D	Rs.5000-150-7100-EB-150-7850	Chief Engineer	--
41	Second Clerk	C	--	4	4	--	Rs.5000-150-7100-EB-150-7850	Diminishing cadre	--
42	Sub-Divisional Clerk	C	18	6	24	*P	Rs.4000-100-4800-EB-100-6000	Secretary	--
43	Assistant Foreman	C	--	1	1	*D	Rs.4000-100-4800-EB-100-6000	Diminishing cadre	--
44	Electrician	C	--	1	1	--	Rs.4000-100-4800-EB-100-6000	Diminishing cadre	--
45	Work Mistry	C	--	3	3	--	Rs.3050-75-3950-EB-80-4590	Diminishing cadre	--
46	(i) Plumber	C	--	1	1	--	Rs.3050-75-3950-EB-80-4590	Diminishing cadre	--

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	(ii) Plumber	D	--	1	1	--	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
47	Pump Operator	D	--	5	5	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
48	Mortar Mate	D	--	38	38	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
49	Electrician Helper	D	--	4	4	--	Rs.2550-55-2660-EB-60-3200		--
50	Store Chowkidar	D	--	28	28	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
51	Sewerman	D	--	2	2	*D	Rs.2550-55-2660-EB-60-3200	Diminishing cadre	--
52	Store Munshi	C	--	1	1	--	Rs.3050-75-3950-EB-80-4590	Diminishing cadre	--
	Planning and Architectu								
Town Planning and Architecture Wing									
53	Town Planner	A	1	--	1	*D/T	Rs.10000-325-13900	Chief Administrator	All Group C & D employees working in the Town Planning wing.
54	Architect	A	2	--	2	*D/T	Rs.10000-325-13900	Chief Administrator	All Group C & D employees working in the Architecture wing.

55	Assistant Architect	B	1	--	1	*D	Rs.8000-275-10200-EB-275-13500	Chief Administrator	--
56	Assistant Town Planner	B	1	--	1	*D	Rs.8000-275-10200-EB-275-13500	Chief Administrator	--
57	Planning Assistant	C	1	--	1	*P	Rs.6500-200-8500-EB-200-9900	Chief Administrator	--
58	Architectural Assistant	C	1	--	1	*D	Rs.6500-200-8500-EB-200-9900	Chief Administrator	--
59	Senior Draftsman	C	1	--	1	*P	Rs.6500-200-8500-EB-200-9900	Chief Administrator	--
60	Junior Draftsman	C	1	--	1	*P	Rs.5500-175-8300-EB-175-9000	Architect	--
61	Assistant Draftsman (Town Planning)	C	1	--	1	*D	Rs.5000-150-7100-EB-150-7850	Town Planner	--
62	Tracer	C	1	--	1	*D	Rs.3200-85-3880-EB-85-4900	Architect	--

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Note : *S = On Deputation from State Government
*D = Direct
*P = By Promotion
*T = By Transfer

Temporary posts indicated in column no. 5 above shall stand abolished along with the vacation of the posts due to any reason including death / retirement / termination / resignation / removal / dismissal by any of the existing incumbents to these posts.

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APPENDIX B

(See regulation 6)

Sr. No.	Designation of posts	Minimum eligibility for direct recruitments	Minimum eligibility for other than direct recruitments
1	Chief Accounts Officer	Qualified Chartered Accountant with years experience in relevant field.	**By Transfer** Officer of equivalent rank from the Finance Department, Government of Haryana
2	Law Officer	Lawyer with five years experience	**By Transfer** Deputy District Attorney from the Prosecution Department, Government of Haryana
3	Chief Revenue Officer	--	**By Promotion** Two years of service as Revenue Officer
4	Accounts Officer	--	**By Transfer** Officer on equivalent rank from the Finance Department, Government of Haryana
5	Superintendent (Administration)	--	**By Promotion** Ten years of service as Assistant and is computer literate
6	Private Secretary	--	**By Promotion** Five years of service as Personal Assistant and is computer literate **By Transfer** Five years of service as Personal Assistant in any State Government Department or Board or Corporation and is computer literate
7	Section Officer	--	**By Transfer** Officer on equivalent rank from the Finance Department, Government of Haryana
8	Revenue Officer	--	**By Promotion** Five years of service as Estate Manager
9	Estate Manager	B.Com., LLB and is also computer literate	**By Promotion** Law Graduate with five years of as Assistant and is computer literate
10	Personal Assistant	--	**By Promotion** Five years of service as Senior Scale Stenographer and is computer literate

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11	Accountant	--	**By Promotion** Five years of service as Accounts Assistant.
12	Accounts Assistant	B.Com., knowledge of Hindi upto Matric Standard and is computer literate	--
13	Assistant	--	**By Promotion** Five years of service as Clerk or Steno typist and is computer literate
14	Senior Scale Stenographer	--	**By Promotion** Two years of service as Junior Scale Stenographer and is computer literate with minimum typing speed of 40/30 words per minute in English/Hindi respectively and shorthand speed of 90 words per minute in both English and Hindi.
15	Junior Scale Stenographer	--	**By Promotion** Three years of service as Steno-typist and is computer literate with minimum typing speed of 40/30 words per minute in English / Hindi respectively and shorthand speed of 80 words per minute in both English and Hindi.
16	Driver	Middle pass with a valid driving license for light vehicles. Three years experience of driving light vehicles. Knowledge of Hindi upto Middle Standard.	**By Promotion** Employee of Group C and D whose scale is less than that of Driver and is Middle pass. Valid driving license for vehicles. He shall have to qualify the driving test. **By Transfer** Middle pass with minimum three years experience of driving in any Government Department or Board or Corporation and having a valid driving license for light vehicles.
17	Steno Typist	10+2 pass from a recognized Education Board, knowledge of Hindi upto Matric Standard, shorthand speed	--

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		of 80 words per minute in both English and Hindi, and is computer literate with a minimum typing speed of 40/30 words per minute in English / Hindi respectively.	
18	Clerk / Assistant Sub-Divisional Clerk	10+2 pass from a recognized Board, knowledge of Hindi upto Standard and is computer literate with typing speed of at least 25/30 words per minute in English and Hindi respectively.	**By Promotion** Matriculate with five years of service is computer literate.
19	Peon	Middle pass with Hindi as a subject and having good physique.	--
ENGINEERING WING			
20	Chief Engineer	M.E./M. Tech. with specialization in Structural Designs with ten years experience in relevant field at senior in any reputed organization in construction of buildings or township development. Substantial demonstrable work in structural designing with knowledge of relevant modern tools.	**By Transfer** Chief Engineer from the State Public Works Building and Roads with demonstrable experience in the design of structures and a working knowledge of using Project and Computer Aided Design tools in computer.
21	Superintending Engineer	--	**By Promotion** Seven years of service as Executive Engineer (Civil)/Headquarter with demonstrable experience in the design of structures. **Desirable** : Working knowledge of Project Management and Computer Aided Design tools in computer. **By Transfer** Superintending Engineer from the State Public works Building and Roads Department with demonstrable experience in the design of structures and a working knowledge of using Project Management and Computer Aided Design tools in computer
22	Executive Engineer (Headquarter)	Graduate Civil Engineer with specialization in Structural Designs or Material Science or Environmental	--

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		Science with three years of working experience in relevant field in a reputed organization.		
23	Executive Engineer (Civil)		--	**By Promotion** Engineering degree from a recognized Institution in the relevant branch with Eight years of service as Assistant Engineer (Civil). **Desirable** : Working knowledge of Project Management and Computer Aided Design tools in computers. **By Transfer** Executive Engineer from the Public Works Building and Roads Department of the State Government.
24	Assistant Engineer (Civil)	Qualified Engineer with a degree in the relevant discipline from a recognized Institution with knowledge of Hindi Matric Standard. **Desirable** : Specialization in Structural Design. **Note** : One post each may be kept reserved for specialization in Material Sciences and Environmental Sciences.		**By Promotion** Five years of service as Junior after passing graduate engineerin degree.
25	Assistant Engineer (Electrical)	Qualified Engineer with a degree in the relevant discipline from a recognized Institution with knowledge of Hindi Matric Standard.		**By Promotion** Five years of service as Junior after passing graduate engineerin degree.
26	Circle Superintendent		--	**By Promotion** Five years of service as Head Clerk.
27	Circle Head Draftsman		--	**By Promotion** Five years of service as Head Draftsman
28	Head Draftsman		--	**By Promotion** Five years of service as Assistant Draftsman.
29	Junior Engineer (Civil) / (Electrical)	Engineering Diploma in the relevant discipline from a recognized Institution with Knowledge of Hindi upto Matric Standard.		--

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30	Head Clerk		--	**By Promotion** Five years of service as Second Clerk or

			eight years of service as Sub Divisional Clerk and is computer literate.
31	Assistant Draftsman	Apprenticeship certificate recognized by the Central Apprenticeship Council in Draftsman (Civil) trade with knowledge of Hindi upto Matric Standard. One year experience in relevant field after passing apprenticeship examination. Working knowledge of AUTOCAD.	--
32	Sub Divisional Clerk	--	**By Promotion** Five years of service as Clerk / Assistant Sub-Divisional Clerk; is Computer literate and qualifies the prescribed departmental examination before promotion.

TOWN PLANNING WING AND ARCHITECTURE WING

33	Town Planner	Graduate in Town Planning from a recognized University and member of Institute of Town Planners (India) with least five years experience in relevant field in town planning in a reputed town planning firm after graduation.	**By Transfer** Working as such in any Department / Board Corporation of the State Government.
34	Architect	Graduate in Architecture from a recognized Institution and registered the Council of Architecture. Five years experience in relevant field in a design organization after graduation.	**By Transfer** Architect of equivalent rank from the Architecture Department of the State Government with working knowledge AUTOCAD.
35	Assistant Architect	Graduate in Architecture from a recognized Institution and registered with the Council of Architecture. Five years experience in relevant field in a reputed design organization after graduation. Working knowledge of latest software in architecture design.	--
36	Assistant Town Planner	Graduate in Town Planning from a recognized University and member of the Institute of Town Planners (India). Person having experience in	--

		relevant field shall be given preference.		

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37	Planning Assistant	--	**By Promotion** Five years of service as Senior Draftsman.	
38	Architectural Assistant	Diploma in Architectural Draftsmanship with five years experience in relevant field in Design Origination. Working knowledge of AUTOCAD is essential.	--	
39	Senior Draftsman	--	**By Promotion** Five years of service as Junior Draftsman.	
40	Junior Draftsman	--	**By Promotion** Three years of service as Assistant Draftsman (Town Planning).	
41	Assistant Draftsman (Town Planning)	Diploma in Architectural Assistantship with working knowledge of AUTOCAD and having knowledge of Hindi upto Matric Standard. One year experience in relevant field.	--	
42	Tracer	Matric with Hindi. Two years professional experience in Tracing work.	--	

DR. ASHOK KHEMKA
Chief Administrator,
Housing Board,
Haryana.

SHAKUNTLA JAKHU
Financial Commissioner and
Principal Secretary to
Government Haryana, Housing
Department.

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---------- No. 28 CHANDIGAR, TUESDAY, JULY 11, 2006 (ASADHA 20, 1928 SAKA) ----------

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PART III

Notifications by High Court, Advertisement, Notices and Change of Name etc.

HOUSING BOARD,
HARYANA
The 4th July, 2006

No. HBH/CR/2006/3362 - In exercise of the powers conferred by clause (c) of Section 74 of the Haryana Housing

Board Act 1971 (Act 20 of 1971), the Housing Board Haryana, with the previous sanction of the State Government

conveyed vide their Memo No. 15/28/2005/21/B, dated the 29th May, 2006 makes the following amendment in Housing

Board Haryana (Regulations of Business) Regulations, 1980, namely :-

1. (1) These regulations may be called the Housing Board Haryana (Regulations of Business) Amendment Regulations, 2006.

2. In the Housing Board Haryana (Regulation of Business) Regulations, 1980, in the Third Schedule, against

serial number 3, for the existing column 4, the following column shall be substituted, namely :-

4
"Full powers subject to the condition that approval of Chief Administrator is mandatory when :- (1) the tender is other than the lowest or is a single tender; or (2) overall tender rate is more than the Haryana Schedule of Rates-1988+latest sanctioned ceiling premium + @2.5% per year over and above on both beyond the year of the sanctioned ceiling premium; or (3) value of non-scheduled items exceeds 15% of the total value of the tender.
Rs. 10.00 lacs subject to the condition that approval of Chief Engineer is mandatory when- (1) the tender is other than the lowest or is a single tender; or (2) overall tender rate is more than the Haryana Schedule of Rates-1988+latest sanctioned ceiling premium + @1% per year over and above on both beyond the year of the sanctioned ceiling premium; or (3) value of non-scheduled items exceeds 10% of the total value of the tender.
Rs. 4.00 lacs subject to the condition that approval of Superintending Engineer is mandatory when- (1) the tender is other than the lowest or is a single tender; or (2) overall tender rate is more than the Haryana Schedule of Rates-1988+latest sanctioned ceiling premium; or (3) value of non-scheduled items exceeds 5% of the total value of the tender.

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Secretary,
Housing
Board,
Haryana,
Panchkula.

RAJNI RAZDAN
Financial Commissioner and Principal
Secretary to
Government Haryana, Housing
Department.

CHANGE OF NAME

I, Sanjay Singh Ahlawat S/o Sh Phool Singh, Resident of H.No. 2132/34, Hari Singh Colony, Rohtak declare that my present name is above noted but now I have changed my name from Sanjay Singh Ahlawat to Zaveryar Ali Khan. That Zaveryar Ali Khan S/o Sh. Phool Singh is real name.

HARYANA FINANCIAL CORPORATION
NOS, 17, 18 AND 19, SECTOR 17-A, CHANDIGARH
Notice

The 4th July, 2006

In terms of Regulation 22 of General Regulations of the Corporation read with Section 36 of the SFCs Act, 1951, it is hereby notified that the 39th Annual General Meeting of Shareholders of the Corporation will be held on Wednesday, the 9th August, 2006 at 11.00 A.M. (I.S.T.) at Head Office of the Corporation i.e. Nos. 17,18 and 19, Sector-17A, Opp.

LIC Building, Chandigarh to transact the following business :-

(1) To receive, consider and adopt the audited Balance Sheet as on 31st March, 2006 and the Profit and Loss Accounts of the Corporation for the year ended on that date togetherwith Report of the Board of Directors on the working of the Corporation throughout the year and the Auditor's Report on the said balance sheet and Accounts.

(2) To re-appoint M/s A.K. Sood and Associates, Chartered Accountants, Chandigarh an audit firm (to be appointed by the shareholders) as the statutory auditors of the Corporation from the conclusion of the present Annual General Meeting till the conclusion of the next Annual General Meeting for conducting audit or the financial year 2006-07 at a audit fee of Rs. 30000/-, applicable service tax and admissible TA/DA.

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Notes :

1. The Register of Members and Share Transfer Books of the Corporation will remain closed from 1st August (Tuesday) to 9th August, 2006 (Wednesday) (both days inclusive).

2. A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote instead of himself / herself and the proxy need not be a member of the Corporation. Proxies in order to be effective must be received at the Head Office of the Corporation by not later then 1st August, 2006.

3. Last date for deposit of certified copies of resolutions appointing duly authorized representatives by companies / banks / cooperative banks / insurance companies shall be 4th August, 2006.

4. The shareholders of the Corporation in its 38th Annual General Meeting held on 30th December, 2005 appointed M/s A.K. Sood and Associates, Chartered Accountants, Chandigarh as Statutory Auditors for the year 2005-06 under Section 37(1) of BFCs (Amendment) Act, 2000 and they have conducted audit for the year. As per RBI guidelines, an auditor can be re-appointed upto four terms. The RBI has confirmed their eligibility. The audit firm has also confirmed their eligibility and given their consent under the provisions of the Companies Act, 1956 and accordingly the agenda item is placed before the shareholders for their re- appointment.

5. The Corporation have since replaced the revised share certificates with the existing share certificates as per Section 6 of SFCs (Amendment) Act, 2000. The members who have not replaced their share certificates are requested to send their existing share certificates to M/s Beetal Financial and Computer Services (P) Ltd., Beetal House, 3rd Floor, 99, Madangir, Behind Local Shopping Centre, Near Dada Harsukhdas Mandir, New Delhi-110062 for replacement.

6. The members are requested to bring their copy of annual report in the meeting.

By order of the Board
for Haryana Financial
Corporation

Dated : 4th July, 2006 Sd/-

Place : Chandigarh Executive Director

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4	To purchase stores for sanctioned works for supply of materials for works/stock.			
	(a) Against D.G.S. & D.C.O.S.R. rates contracts steel through BRC, TPC/ Cement through recognized sources, bricks / tiles on D.F.C. rates	C.E.	Full powers upto re-serve stock limit	
		S.E.	Ditto	For purchases beyon Rs.5000/- from open there will be a purchase committee to be appointed by the Board.
		XEN	Full powers upto re-serve stock limits	
	(b) From open market local purchase	(i) Asstt. Engineer	Upto Rs.50 at any time for any single item at the lowest rate on quotations obtained from three different independent sources. In the case purchase is to made at a rate higher than the lowest	

			approval of the next higher authority is to be obtained. He will also be competent to purchase any single item upto Rs. 20 without calling quotations, but after satisfying himself by verbal inquiries that the rates are reasonable.	
		(ii) XEN	Rs.2000 at a time subject to a ceiling of Rs.25000 per annum and subject to condition against (i) above.	
		(iii) S.E.	Rs.5000 at a time subject to a ceiling of Rs.25000 per annum and subject to condition against (i) above.	
		(iv) C.E.	Rs.5000 at a time subject to a ceiling of Rs.100000 in a year and subject to condition against (i) above.	
5	To accord sanction to non-schedule / extra items	C.E.	Full powers	These powers are subject t the conditions that the tot cost including extra items do not exceed the powers of the concerned authority t accord technical sanction to the estimates by more than 5 percent.
		S.E.	In respect of an contract accepted by an authority upto 20 percent of the contract	

			value subject to a	

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			ceiling of Rs. 100000	
6	Award of work by acceptance of a tender than the lowest	C.E.	Full powers subject to prior acceptance of tender by the competent authority.	
7	Award of work by negotiation	C.E. S.E.	Full powers Full powers with the approval of the Chief Administrator	
8	Write off of infructuous expenditure on construction	C.E.	Full powers but all cases involving an expenditure of more than Rs. 1000 will be brought to the notice of the Board.	
9	Powers of Avertisement	C.E. S.E.	Full powers This power is in respect of issue of advertisement for Tenders only.	Upto Rs. 2000 per job
		XEN		Upto Rs. 1000 per job
10	Passing the first & final running accounts bills	XEN	Full powers	
11	Passing of bill, of work charge establishment	XEN	Full powers subject to the condition that the appointment is made by the competent authority.	
12	Write off of T&P and other articles of which part of has been recovered.	Chief Administrator S.E. XEN	Full powers Upto Rs.10000 in a year Upto Rs. 500 in a year	All cases of more than Rs 1000 will be reported to Board.
13	Sanction of payment under Workman's compensation Act	C.E.	Full power subject to the advice of Legal Asstt. first obtained	
14	To accord sanction to expenditure on ceremonies connected with laying of foundation stones and opening of Board's buildings.	Chief Administrator	Full powers give full considerations to the recommendations and proposals of the Chairman of Housing Board in the organization of ceremonies and functions.	Chief Administrator

15	For fixing reserve stock limit	Chief Administrator	Full powers	
16	Grant of extension of time completion of works	C.E.	Full powers	Reasons for extension time be reported to th Board in respect of al cases proceeding of the meeting.
		S.E.	Full powers upto Rs. 10 lacs	
17	To make advance payment of electric supply undertaking under India Electricity Act, 1910 for the execution of work.	XEN	Full powers with prior approval of Chief Engineer	
18	To accord sanction to journey beyond jurisdiction	Chief Administrator	Full powers	
19	To accord sanction to recruitment / termination of work charged staff for the posts mentioned in the schedule of rates.	C.E.	Upto scale with maximum of Rs. 1000 per month subject to the conditions as above	Position about recruitment / termination work-charged staff for quarter should be reported to the Board
		S.E.	Upto scale with maximum of Rs. 400 per month subject to the conditions as above	
		XEN	Upto scale with maximum of	
20	To recruitment/terminat muster roll	Asstt. Engineer	Full powers for labour to be employed for execution of work departmen tally at the rate of wages mentioned in C.S.R. or approved / fixed by the D.C. of the District subject to the condition that prior approval of employme nt of such labour alongwith wages proposed to be paid is obtained from the Executive Engineer	

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21	To sanction repairs and carriage estimates of tools and plants	S.E.	Full powers	Full powers at rates with the schedule of rates plu premium sanctioned fro time to time.
		XEN	Rs. 1000 in each case	
		A.E.	Rs. 25 in each case	
22	To sanction cartage and handling of stock material chargeable to stock	XEN	Full powers	
23	to sanction purely temporary increase or to sanction decrease of the reserve stock limit of a Division	C.E. S.E. XEN	Full powers Upto 50% Upto 20%	Provided that increases a absorbed within 6 month from the date of increas Copies of orders sanctionin the revised limits a endorsed to the Board and the limits not raised within six months from the date of increase that in the case of decrease copies of order sanctionin g the revised limit are endorsed to the Board and the limits not increased within six months from the date of decrease. Provided further that these powers should be exercised only in consultation with Chi Administra tor and Accounts Section.

24	To sanction sale of articles on the stock accounts for full value plus usual charges of 10%	C.E.	Rs. 50000
		S.E.	Rs. 5000
		XEN	Rs. 5000

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Provided that :-

(i) These powers will only be exercised for sale of material to Government and Semi-government Institutions and to such consumer who might need in connection with the completion of their works under the Board.

(ii) The addition of 10% may, however, be waived by the authority empowered to sanction the sale in the case of stock declared surplus by the competent authority and which in his opinion would otherwise be unserviceable;

Provided further that the articles of essential commodities or controlled articles shall not be sold by the S.E. and XEN.

Provided further that these powers should be exercised in consultation with the Chief Administrator and Accounts Section.

25	(i) Disposal of material on book without value by auction or by calling bids.	C.A.	Full powers
		C.E.	Full powers
		S.E.	Rs. 5000 (New)
		XEN	Rs. 1000 (New)
	(ii) Disposa of surplus unserviceabl obsolete		

material / T & P articles borne on books with value:-			
(a) To declare stores / T&P Articles surplus, unserviceable or obsolete and to their resale prices and to prescribe the mode of disposal	C.A. C.E. S.E. XEN Secy.	Rs. 25000 Rs. 10000 Rs. 5000 Rs. 1000 Rs. 1000	Provided that provision o para 4.40 of the Punja PWD code are complied th the material declared surplu will not be required for th execution of any of th Boards works in th foreseeable future and th material declared a unserviceable or obsolete beyond repairs o renovation.
(b) To dispose of material T&P articles declared surplus unserviceable or obsolete and sanctioning resultant loss therein, if any	C.A. C.E. S.E. XEN Secy.	Rs. 15000 in each case Rs. 10000 in each case Rs. 5000 in each case Rs. 1500 in each case Rs. 1500 in each case	The cases exceeding this amount as also cases Store Purchase committee not unanimous or th highest bid is not propose to be accepted, whatever be the reason even if the value is within the powers of the store Purchase Committee will be referable to the Board. The authorities sanctioning the write-off shall satisfy themselves that the loss has not resulted from excess or injudicious purchase of stores.

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While exercising

				the powers, the following points must also be kept in view :- (a) Reserve price should be fixed in accordance with the rules laid down by the Board (b) Material should b disposed of according to the proscribed procedure (c) The Board would be informed of the iten disposed of together with their value
26	To sanction the scale of grass trees or other produce in the Board's lands.	C.E./S.E. XEN	Full powers Rs. 500	
27	To sanction dismantle of temporar buildings and structure when the purposes for which the constructio n was undertaken had been fulfilled	C.E. S.E. XEN	Full powers Rs. 5000 Rs. 2000	
28	To sanction the writing off finally of the irrecoverable value of stores T&P Articles of public money lost by fraud or the negligence of individual or other causes	C.E. S.E.	Rs. 5000 Rs. 500	In each case provided that: (a) The loss does not disclose defect of system the amendment of whic requires the order of th higher authority or serious negligence on the part of some

				individual which might possibly called fr disciplinary action requiring the order of higher authority. (b) A report of all such cases is sent to the Board
29	To write off articles of T&P Office furniture rendered unserviceable through wear and tear the original purchase value of the articles being estimated if not known	C.A. C.E. S.E. XEN Secy.	Rs. 10000 Rs. 10000 Rs. 5000 Rs. 1000 Rs. 1000	Provided that loss is no caused due to negligenc and carelessness of th employees.
30	To write off actual losses of and T & P articles	C.E. Rs. 1000 stock S.E. Rs. 500	XEN Rs. 200	

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		Secy.	Rs. 200	
31	To sanction write off of books lost or rendered unserviceable in their own and in subordinate offices, if any	C.E. S.E. XEN Secy.	Full Powers Full Powers Rs. 20 in each case Rs. 20 in each case	
32	To write off irrecoverable item outstanding in the miscellaneous advances	C.A.	Upto Rs. 1000 in each case in consultation with C.A.O.	Provided that the amount has been outstanding mor than 5 years and is furthe declared as irrecoverable.
		C.E. XEN	Rs. 50 in each case Rs. 50 in each case	
33	Contingencies	Board Chairman Chief Administrator Other officers of the Board	Full Powers Upto Rs. 3.00 lacs Upto Rs. 1.00 lacs As per powers contained in P.F.R.	

A statement of the categories of documents that are held by it (Engineering Branch) or under its control.

Following documents are available in the office of Chief Engineer:

a) Office copy of approved DNIT(Tender Document) of each work is . b) Office copy of estimate of works technically approved by the competent authority.

Following documents are available in the office of concerned Executive Engineer

a) Agreement of works.

Documents which are being held by Accounts Branch are:

Balance sheet along with Income Tax expenditure account & allied schedule, receipt book, cash book, Journal book, ledgers, cheques, Fixed Deposit Receipts.

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3. Information of Manual No. vii and viii

vii) The particulars of any arrangement that exists for consultation with, or representation by the members of the public in relation to the formulation of its policy or implementation thereof.

viii) A statement of the Boards, Councils, Committees and other Bodies consisting of two or more persons constituted as its part or for the purpose of its advice, and as to whether meeting of those boards, Councils, Committees and other Bodies are open to the public, or the minutes of such meetings are accessible for public.

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vii) The particulars of any arrangement that exists for consultation with, or representation by the members of the public in relation to the formulation of its policy or implementation thereof.

In the Board, there is practice of appointment of non-official members by the Govt. taken from various fields who may be social activitist/ public representatives. They are instrumental in framing policy and its implementation. At present, the Chairperson of the Board is a sitting M.L.A. who is public representative.

Allottees of the housing schemes are involved from the initial stage of construction of houses to ensure **greater participation and quality control for consumer satisfaction**. Greater emphasis has been laid on the **quality control** in construction of houses. The quality & make of materials to be used in construction of houses have been standardized. Field Laboratories are set up at the works' sites of projects for testing of the material used in the construction. Monthly meetings are being held with the allottees at the site of each Housing Scheme and they are free to test the quality of materials being used in the construction of their houses. A site register has been maintained for recording observations and suggestions of the allottees. This move has created satisfaction among the allottees regarding quality of construction.

viii)A statement of the Boards, Councils, Committees and other Bodies consisting of two or more persons constituted as its part or for the purpose of its advice, and as to whether meeting of those Boards, Councils, Committees and other Bodies are open to the public, or the minutes of such meeting are accessible for public.

The details of members of the Board is as under:-

SNo.	Name and Designation	Status

1.	Chairman Housing Board Haryana	Chairman
2.	Additional Principal Secretary to Govt. Haryana, Housing Department, Chandigarh	Member
3.	Director Town & Country Planning, Haryana Chandigarh.	Member

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4.	Chief Administrator, Haryana Urban Development Authority.	Member
5.	Chief Administrator, Housing Board Haryana.	Member
6.	Director, Urban Development Department, Haryana.	Member
7.	Special Secretary to Government Haryana, Finance Department	Member
8.	Engineer-in-Chief, Haryana PWD (B&R) Branch.	Member
9.	Engineer-in-Chief, Haryana PWD (Public Health) Branch.	Member
10.	Chief Architect, Department of Architecture Haryana.	Member

Special Invitees

Member Secretary, Haryana Bureau of Public Enterprises and Chief Engineer, Housing E
Haryana also attends the Board's meetings as Special Invitees.

The meetings of the Board are not open to the public and minutes of such meetings are not accessible for public.

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(xi) ABSTRACT OF WORKS EXPENDITURE OF HOUSING SCHEMES FOR THE YEAR 2008-2009(Rs. in Lacs)

Name of Head	Estimated Cost	Actual Expenditure up to 2006-07	Budget for 2007-08	Actual Expen from 01.04. 30.09.
1	2	3	4	5
Provision for expenditure of completed schemes (Annexure-I)	4440.09	2635.30	2301.35	5
Provision for expenditure of continued schemes (Annexure-II)	22489.81	3671.06	10517.65	15

Provision for expenditure of new schemes (Annexure-III)	41380.45	0	2935.00	
Provision for expenditure of Development work of completed housing schemes (Annexure-IV)	252.19	145.67	82.50	
Provision for expenditure of Development work of continued housing schemes (Annexure-V)	1624.37	66.55	451.50	
Provision for expenditure of Development of new housing schemes (Annexure-VI)	2350.00	0	35.00	
Provision for expenditure of Maintenance of completed housing schemes (Annexure-VII)	127.77	88.74	12.00	
Provision for deposit works (Annexure-VIII)	338.28	240.95	130.00	
Provision for Continued commercial schemes (Annexure-IX)	1659.63	10.66	364.00	
Provision for special repair of houses of completed schemes (Annexure-X)	40.64	24.34	10.00	
Provision for decretal	0	0	5.00	
Provision for expenditure to be incurred by the officers Housing Board Haryana on study tour, for attending the seminars, workshops and training programme organized by various Organizations in the field of the Housing.	0	0	10.00	
Total	**74703.23**	**6883.27**	**16854.00**	**22**

** Housing Schemes at an Estimated cost of Rs.18520.45 have been dropped as the land has not made available by HUDA.

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S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	Karnal Sector-4&5,	LIG-II D/s	442	1007.37	714.20	225.00
		Type-I (T/s)	45	353.56	184.92	190.00
		Type-II (T/s)	150	837.14	358.83	450.00
2.	Sonepat Sector-15	EWS (D/s)	112	354.36	190.95	200.00
3.	Panipat Sector-13&17	MIG-I-A	60	152.70	137.31	20.00
4.	Sector-11&12 , Panipat	Core Units	8	2.15	0.80	1.35
5.	Rewari Sector-3	MIG	96	164.15	127.97	-
6.	Rewari Sector-4	Type- I, II & III	224	548.03	528.91	-
7.	Gurgaon Sector-51	EWS	308	720.63	293.72	415.00
8.	Gurgaon Sector-52	EWS	96	300.00	97.69	800.00
	Total			**4440.09**	**2635.30**	**2301.35**

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Annexure -II SCHEDULE OF WORKS EXPENDITURE OF CONTINUED

SCHEME FOR THE YEAR 2008-2009(Rs. in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditur e Up to 2006-2007	Budget for 2007-2008	A E fr 01 30
1	2	3	4	5	6	7	
1.	Panchkula	Type-A	50	1480.00	-	800.00	
		Type-B	120	2300.00	-	400.00	
2.	Madlauda	Type-I	27	240.00	-	150.00	
		Type-II	55	386.00	-	100.00	
3.	Kurukshetra Sector-8	Type-I	162	1316.00	235.51	800.00	
		Type-II	138	768.60	129.44	500.00	
4.	Sector-23, Sonepat.	LIG	176	510.00	-	150.00	
		MIG	216	980.00	-	400.00	
		HIG	152	790.00	-	600.00	
5.	Bahadurgarh, Sector-7, Phase-IV	Type-AI	12	2047.75	215.76	1200.00	
		Type-A2	10				
		Type-B	26				
		Type-C1	17				
		Type-C2	11				
		Type-D	108				
		Type-E1	48				
		Type-E2	18				
		Type-E3	48				
6.	Bahadurgarh, Sector-7, Phase-V	Type-G1	72	850.40	76.43	500.65	
		Type-G2	60				
		Type - F	13				

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S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditur e Up to 2006-2007	Budget for 2007-2008	A E fr 01 30
1	2	3	4	5	6	7	
7.	Bhiwani (Dadri Gate)	LIG(D/S)	144	420.00	-	300.00	
		MIG(D/S)	206	940.00	-	200.00	
		HIG(D/S)	140	725.00	-	100.00	
8.	Faridabad, Sector-62	LIG-IA	344	936.40	559.32	355.00	
		LIG-IIA	42	103.32	81.39	10.00	
		LIG-I-B	41	123.12	58.57	35.00	
		LIG-II-B	382	1007.33	271.88	630.00	
9.	Faridabad, Sector-46	Type-II	6	34.06	27.10	8.00	
		Type-I Deluxe	21	192.83	57.75	99.00	
10.	Dharuhera,	LIG(D/S)	280	810.00	1.03	1000.00	

	Sector-6	MIG (D/S)	172	780.00	-		
		HIG(D/S)	100	520.00	-		
11.	Gurgaon , Sector-43.	Nine storeyed	256	4229.00	1956.88	2180.00	
	Total			**22489.81**	**3671.06**	**10517.65**	

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S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008	A E fr 01 30
1	**2**	**3**	**4**	**5**	**6**	**7**	
1.	Panchkula Sector-26(GHS)	Type-I Type-II	60 96	470.00 930.00	-	25.00 25.00	
2.	Jagadhari Sector-17	EWS-I EWS-II	188 344	470.00 700.00	-	100.00 100.00	
3.	Panipat Sector-18	Type-I Type-II Type-III	160 130 50	1600.00 910.00 250.00	-	25.00 25.00 25.00	
4.	Bahadurgarh Sector-9 &9A (Four Storeyed)	EWS	704	2100.00	-	75.00	
5.	Hisar Sector-1&3 (Double Storeyed)	EWS	1600	4800.00	-	1000.00	
6.	Rohtak Sector-27	EWS-I EWS-II	844 692	2030.00 2490.00	- -	300.00 300.00	
7.	Gurgaon, Sector-47	EWS-I EWSII	192 196	470.00 700.00	-	50.00 50.00	
8.	Gurgaon Sector-57 (GHS)	Type-I Type-II	270 240	2700.00 2800.00	-	50.00 50.00	
9.	Gurgaon Sector-9	EWS-I EWS-II	106 136	250.00 380.00	- -	100.00 200.00	
10.	Gurgaon, Sector-31-32	Deluxe HIG	1 8	20.00 80.00	-	15.00 60.00	

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S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008	A E fr 01 30
1	**2**	**3**	**4**	**5**	**6**	**7**	
11.	Bawal (Multi- Storeyed)	Type-I Type-II Type-III	80 120 200	770.00 770.00 640.00	-	300.00	
11.	Barhi (Multi- Storeyed)	Type-I Type-II Type-III	160 240 400	1540.00 1540.00 1280.00	-	-	
12.	Kaithal Sector18 (Double Storeyed)	EWS	660	1980.00	-	-	

13.	Jind Sector-8 (Double Storeyed)	EWS	880	2640.00	-	-	
14.	Sirsa Sector-19 (Double Storeyed)	EWS	2000	6000.00	-	-	
15.	Palwal	EWS	28	70.45	-	60.00	
	Total			**41380.45**	**-**	**2935.00**	

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Annexure –IV SCHEDULE OF WORKS EXPENDITURE OF DEVELOPMENT WORKS OF COMPLETED SCHEMES FOR THE YEAR 2008-2009 (Rs. in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	HBC, Sonepat Sector-15	-	-	70.00	-	70.0
2.	HBC, Taoru	-	-	50.12	27.85	12.0
3.	HBC, Narnaul, Phase- I &Phase- II.	-	-	59.88	54.38	0.5
4.	HBC, Saraswati Vihar, Gurgaon.	-	-	72.19	63.44	
	Total			**252.19**	**145.67**	**82.5**

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2009 (Rs. in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	HBC, Madlauda.	-	-	225.00	-	25
2.	GHS,Gurgaon, Sector-43	-	-	390.00	-	385
3.	HBC, Sector-46, Faridabad.	-	-	74.37	66.55	6
4.	GHS, Sector-20, Panchkula.	-	-	615.00	-	25
5.	HBC, Bhiwani.	-	-	320.00	-	10
	Total			**1624.37**	**66.55**	**451**

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in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**

1.	GSH, Sector-26, Panchkula.	-	-	300.00	-	5.00
2.	GHS, Sector-57, Gurgaon	-	-	1000.00	-	5.00
3.	HBC, Bawal.	-	-	350.00	-	25.00
4.	HBC, Barhi	-	-	700.00	-	-
	Total			**2350.00**	**-**	**35.00**

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S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	HBC, Chakkarpur	-	-	85.00	68.79	7.0
2.	HBC, Narnaul, Phase- I &Phase- II.	-	-	32.77	18.67	3.0
3.	HBC, Taoru	-	-	10.00	1.28	2.0
	Total			**127.77**	**88.74**	**12.0**

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Annexure -VIII

SCHEDULE OF WORKS EXPENDITURE OF THE DEPOSIT WORKS OF OTHER ORGANISATIONS FOR THE YEAR 2008-09 (Rs. in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	Construction of additional building & renovation of YMCA, Faridabad.	-	-	338.28	240.95	1
	Total			**338.28**	**240.95**	**1**

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Annexure -IX

SCHEDULE OF WORKS EXPENDITURE OF COMMERCIAL SCHEMES & INSTITUTIONAL BUILDINGS FOR YEAR 2008-2009 (Rs. in lacs)

S. No.	Name of work /Scheme	No. of shops	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**4**	**5**	**6**	**7**
1.	HBC, Kurukshetra, Sector-4,	10	29.08	10.05	27.00

2.	HBC,Rewari Sector-4	10	37.00	0.61	35.00	
3.	HBC, Bahadurgarh Sector-7	40	61.05	-	-	
4.	Institutional Building, Sector-44, Gurgaon.	Office Building.	800.00	-	250.00	
5.	Office-cum-field Hostel in HBC, Saraswati Vihar, Gurgaon.	Office-cum-field Hostel.	500.00	-	-	
6.	HBC, Sector-8, Kurukshetra	10	40.00	-	40.00	
7.	HBC, Madlauda	30	60.00	-	-	
8.	HBC, Sector-23, Sonepat,	10	35.00	-	-	
9.	HBC, Bhiwani	15	50.00	-	-	
10.	HBC, Sector-6, Dharuhera	10	35.00	-	-	
11.	HBC,Cheeka	-	2.50	-	2.00	
12.	HBC,Adampur	-	10.00	-	10.00	
	Total		**1659.63**	**10.66**	**364.00**	

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YEAR 2008-2009 (Rs. in lacs)

S. No.	Name of work /Scheme	Category of houses	No. of houses	Estimated cost	Actual Expenditure Up to 2006-2007	Budget for 2007-2008
1	**2**	**3**	**4**	**5**	**6**	**7**
1.	Sector-23, Faridabad, 236 HIG houses.	HIG	236	40.64	24.34	
	Total			**40.64**	**24.34**	

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Statement showing Budget/ capital receipts for the year 2006-2007and budgeted receipts for the year 2007-2008 as per abstract given below:

AMOUNT IN LACS

S.No.	Particulars	Budget for 2006-07	Receipt during 2006-07	Budget for 2007-08
1.	Anticipated opening balance	53563.53	53563.53	15405.61
3.	Registration deposit/10% amount /Self FinancingScheme.	5037.93	5338.62	11794.27
4.	Housing Loan for Flood Relief Scheme	27.00	0.0	13.25
5.	Loans, subsidies, interest and others	855.27	413.50	1600.00
	Total Receipts	64170.58	67925.78	35178.37

Statement showing Budget! capital Expenditure for the year 20062007and budgeted Expenditure for the year 2007-2008 as per abstract given below:

AMOUNT IN LACS

S.No.	Particulars	Budget for 2006-07	Expenditure during 2006-07	Budget for 2007-08
1.	Capital expenditure on works	5451.66	5430.94	16854.00
2.	Land payments	2049.19	1261.00	2782.31
3.	Capital repayments to HUDCO Loan/Govt. Loan/Debentures/ SinkingFund.	41.18	35.74	14.18
4	Refund of Regd. Applications	37500.00	37763.84	500.00
5	Establishment payments.	1266.94	1023.22	1521.30
6	Income Tax	2456.00	2277.08	2006.78
7	Total Payments (1 to 7)	48764.97	47791.82	23678.57
8	Anticipated closing balance	15405.61	20133.96	11499.80
9	Grand Total (8+9)	64170.58	67925.78	35178.37

Note: Annual accounts for the year 2007-08 are yet to be Finalized

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(xii) No profit is charged by the Board in case of EWS & LIG categories of houses. The administrative charges are only levied at lessor rate as compared to other categories of houses. The physically challenged applicants who are declared successful under the reservation ment for them are allowed concessional rate of interest in the recovery of monthly instalments to the extent of 3% less than rate of interest from other allottees.

(xiii) Reservation has been provided to women applicants horizontly under each category except widows to the extent of 33%. Reservations have also been provided for various categories of allottees as per provisions under Regulation 7 of the Allotment Regulations.

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6. Information of Manual No. (xiv), (xv), (xvi), (xvii),

xiv) Details in respect of the information, available to or held by it, reduced in an electronic form

xv) The particulars of facilities available to citizens for obtaining information, including the working hours of a library or reading room, if maintained for public use

xvi) The names, designation and other particulars of the Public Information

Officer

xvii) Such other information as may be prescribed, and thereafter update these publications every year.

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xiv. Details in respect of the information, available to or held by it, reduced in an electronic form

Tender Notices and documents, proforma being used for transfer of houses, Convenyance Deed etc. are available on the Web site of Housing Board Haryana and can be down loaded.

xv) The particulars of facilities available to citizens for obtaining information, including the working hours of a library or reading room, if maintained for public use

Any citizen can have information from the offices of Housing Board Haryana at Head Office level and in the field offices i.e. Office of Executive Engineers & Estate Managers during office hours. However, there is no library or reading room for public use.

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