

The Odisha Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

No. 1670, CUTTACK, MONDAY, DECEMBER 7, 2015/ MARGASIRA 16, 1937

HOUSING & URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

The 2nd December, 2015

Subject : Simplification of procedure for universal access to safe drinking water by all households in Urban Local Bodies (ULBs).

No.31086–HUD-13/WSS-61/SCH-17/63/2015/HUD.—Odisha State Urban Water Supply Policy, 2013 notified by the Government envisages that all households shall have access to water through direct piped connection and the urban poor shall receive all the facilities available to other residents at an affordable cost. So simplification of procedure for universal access to safe drinking water connections by all urban households including urban poor was under active consideration of Government. Although Government vide Resolution No.2872/HUD., dated the 6th February, 2010 has introduced a New Scheme named “PIYUSH” for providing domestic water connections to the urban poor in BPL Category, it does not cover other categories of urban poor covered under “ANTYODAYA”, “ANNAPURNA” and other schemes. Apart from that many urban households having no ownership of the premises occupied by them are also debarred from getting domestic water supply connections at present.

Keeping in view the objectives of the Odisha State Urban Water Supply Policy, 2013, Government after careful consideration have been pleased to notify the following for simplification of procedure for universal access to safe drinking water by all households in Urban Local Bodies (ULBs).

1. The PIYUSH Scheme notified by the Government vide Resolution No.2872/HUD., dated the 6th February, 2010 for providing domestic water supply connection to the urban poor like BPL category shall be extended to cover other categories of Urban Poor covered under ANTYODAYA/ANNAPURNA Yojana and other social welfare schemes with similar provisions.

2. The applicant who is not owner of the premises occupied by him may apply along with an Indemnity Bond indemnifying the Public Health Engineering Organization (PHEO) against any damage on account of any dispute arising out of water supply connection to the premises. The Indemnity Bond (I. Bond) is to be executed in non-judicial stamp paper of ₹ 10/- only in the prescribed format as appended with the notification, along with address proof such as copy of electricity bill/ telephone bill/ voter identity card issued by the Election Commission of India/UID Aadhaar Card/Passport/Bank Passbook/Ration Card issued by the Government/BPL Card/ ANTYODAYA Card/ ANNAPURNA Card/ Holding Tax Receipt by the ULB and Other Schemes, if any.
3. Relevant provisions in “The Orissa Water Works (Urban Local Bodies) Rules, 1980” and subsequent amendments stand modified accordingly on issue of the present Notification.
4. It shall come in to force from the date of issue of this Notification.

By Order of the Governor

G. MATHI VATHANAN

Commissioner-*cum*-Secretary to Government

INDEMNITY BOND

This Deed of Indemnity is madeon the.....day of
by.....which expression shall unless repugnant to the context or meaning thereof, include their successors, representatives, permitted assignees, legal heirs, and administrators (hereinafter referred to as "the Applicant"); in favour of the Governor of Odisha represented through its, the Executive Engineer, Public Health Division or the Officer in-charge of Public Health Engineering Organisation (PHEO),------(place), which expression shall unless repugnant to the context or meaning thereof, include their successors, representatives, permitted assigns and administrators (hereinafter referred to as "PHEO").

WHEREAS, the Applicant has applied to the PHEO for water supply connection to the premise with the following address:

AND, WHEREAS, the Applicant is the occupier and not the owner of the aforesaid premises for which water supply connection is applied for;

AND, WHEREAS, The PHEO has sought an Indemnity Bond in favour of PHEO to be furnished by the applicant to indemnify against any possible claim of the PHEO for any cost, damage, expense, claim, action, processing suit and charge etc;.

AND, WHEREAS, the Applicant has agreed to indemnify the PHEO in respect thereof.

NOW THIS DEED WITNESSES THAT:

The Applicant hereby agrees to keep indemnified and hold harmless the PHEO against any claim, action, damage, suit, proceeding, charge, cost and expense etc. that may arise between the Applicant and the PHEO in the matter of this water connection ; And that the water supply connection given to the applicant by the PHEO shall not confer any right, title or interest over the land to which such connection has been made.

IN WITNESS WHERE OF the Indemnifier has hereunto put his respective signature the day and year first written above.

Indemnifier's

Name

Signature

Address

Witness-1

Name

Signature

Address

Witness-2

Name

Signature

Address