



राष्ट्रीय प्रौद्योगिकी संस्थान, राउरकेला  
National Institute of Technology, Rourkela

No.NITR/RG/ BOG-59/2018/0247

Dt.01.06.2018

**Sub: Amendment of House Allotment Rule.**

The undersigned is directed to convey the approval of the BOG vide resolution No. BOG-59(2018)-09, dt.20.04.2018 that the Board authorized the Director to approve the proposal on behalf of the Board. Accordingly, Director has approved the same for implementation with immediate effect. Copy of the Revised House Allotment Rules is given in the Annexure.

This issues with the approval of the competent authority.

  
01/06/18  
Registrar and Secretary,  
BOG, NIT Rourkela

Copy to:

1. All Dean's/ Chief Warden/HOD's.
2. Dy. Registrar (ES) for necessary action.
3. Dy. Registrar(PW)
4. Asst. Registrar: AC(Res./UG&PG)FA/ IA / SW/ SR.
5. Establishment Section/ BOG file.
6. Secretary to Director.



## RECOMMENDATION OF THE COMMITTEE FOR REVISION OF HOUSE ALLOTMENT RULES

The committee deliberated on the existing House Allotment Rules and also discussed the scope of improvement and changes required in the existing regulations. The committee felt that the necessity of revising the existing rules has mainly come up in view of the difficulties being faced by certain category of employees in getting allotment under the present seniority rule. Accordingly, the committee put more effort in streamlining the existing seniority rule to ensure maximum justice to all categories of employees. The committee also went through rest of the rules and discussed those in detail and tried to bring some improvements wherever required.

The major changes that have been proposed by the committee are as follows:-

**Change in seniority rule** - The committee felt that "Overall length of service in the Institute from the date of eligibility for a particular type of quarter" should receive priority in allotment. Accordingly, the committee has proposed partial modification in the existing criteria of determining seniority in Clause - 6.

**Reallocation and change in eligibility** - The committee observed that while more than 200 units (84 FRs, 48 FRAs and 72 FRBs) have been constructed in last few years for faculty and officers, no new house has been constructed for the non-teaching staff which has led to comparatively more shortage of quarters for them. Hence, the committee has proposed to transfer all the 24 units of BF-type quarters to the non-teaching staff. In view of this the committee has also proposed to transfer the 3 units of D-type houses presently reserved for non-teaching staff back to the pool for employees in Pay Level 10 to 12. However, this redistribution will be made effective after FRB is ready for advertisement. However, two "D" type quarters will be earmarked for Secretary to Director and Secretary to Registrar with Pay Level 8 and above.

The committee further felt that there should be restriction in higher type of houses for the lower category of employees and vice-versa. Accordingly, the committee has proposed certain modification in eligibility criteria for different types of houses.

Details of reallocation of houses and revised eligibility criteria are given in Schedule – B.

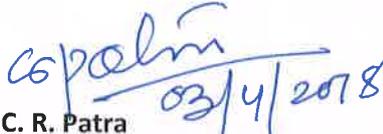
**Distribution of F-type houses** - The committee observed that cadre strength of Administrative/Technical Lower staff and Administrative/Technical Higher staff is same. Hence, the committee has proposed an equal distribution of F-type houses among these two categories of non-teaching staff as per the procedure given in Schedule – C. However, this distribution will be made effective after FRB is ready for advertisement.

**Special provision for employees staying outside or in quarters below eligibility** - The committee felt that employees staying outside or in quarters below their eligibility for more than 10 years should receive special/priority consideration in allotment of house and has proposed a provision to that effect in Clause – 42.

The revised House Allotment Rules as recommended by the committee is attached herewith. The additions and alterations to the existing rules have been highlighted in grey colour for attention.

  
Registrar 3/4/18

  
Prof. H. K. Naik 13/4/2018

  
Prof. C. R. Patra 03/4/2018



# House Allotment Rules

(First Version w.e.f. July 01, 2006)  
3<sup>rd</sup> Revised Version w.e.f. April, 2018



राष्ट्रीय प्रौद्योगिकी संस्थान, राउरकेला  
National Institute of Technology, Rourkela







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## HOUSE ALLOTMENT RULES

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### Clause – 1: APPLICABILITY

The rules will apply in the matter of allotment of Quarters of the Institute to its employees.

### Clause – 2: POWER OF ALLOTMENT

The Director of the Institute shall exercise the power of allotment under these rules. The power of allotment may be delegated by the Director to officials chosen by him.

### Clause – 3: DEFINITIONS

- i) “**Institute**” means National Institute of Technology, Rourkela.
- ii) “**Director**” means Director of the Institute.
- iii) “**Registrar**” means Registrar of the Institute.
- iv) “**Emolument**” means the basic pay of an employee (excluding special pay, if any).

#### Explanation:

In case if an employee, who is under suspension the emoluments drawn by him/her immediately before the date of suspension shall be taken as emoluments.

- v) “**Allotment**” means the License to an Institute employee to occupy a quarter in accordance with the provision of these rules. Under this clause, the Institute employee is an “Allottee”. In every case the allottee shall be deemed to be a licensee and not a tenant.
- vi) “**Family**” includes spouse, children, parents, dependent brothers and sisters, normally residing with the employee.
- vii) “**Employee**” means full time employee of the Institute who are eligible for allotment of quarter in the campus under the terms of these rules.
- viii) **Category of Employees:**
  - (a) “**Faculty**” means the staff holding any of the following designations: Director, Deputy Director, Professor, Associate Professor, Assistant Professor including those on full time contract and on Ad-hoc appointment.
  - (b) “**Officer**” means an employee not belonging to the faculty, but holding posts where the entry level of the cadre is in Level 10 or above. They include posts such as Registrar, Dy. Registrar, Assistant Registrar, Executive Engineer, Engineer, Librarian, Dy. Librarian, Assistant Librarian, Medical Officer, Security Officer, SAS Officer, Scientific / Technical Officer, their promotional posts and all such posts as may be decided by the Director from time to time. Employees holding positions in the same or higher scale on promotion/MACP from a lower scale within a cadre whose starting scale is not in Level 10 will not be considered as “Officers”.

- (c) “**Non-teaching staff**” means the employees of the Institute other than the faculty and officers.
- ix) “**Maintenance Engineer**” means an officer, usually an engineer designated by Director to carry out the maintenance of residential quarters.
- x) “**License Fee**” means the sum of the money payable by an allottee every month in respect of a quarter under these rules.
- xi) “**Subletting**” means letting out whole or part of the accommodation by an allottee to another person with or without payment of License fee by such other person.
- xii) **Rates of license fee:**
- (a) **Standard rate** of License fee means the License fee of a particular type of quarter as given under these rules in Schedule – A.
- (b) **Enhanced rate** of license fee means four times the standard rate of license fee.
- (c) **Market rate** of licensee fee means ten times the standard rate of License fee.
- (d) **Penal rate** of license fee means forty times the standard rate of license fee.

Penal rate will be charged on daily basis, while Market rate is charged on “actual month or part thereof basis”. The standard and enhanced rates are charged on calendar month or part thereof basis.

xiii) **House Allotment Committee:**

Constitution and function of the House Allotment Committee will be as approved by the BOG separately vide Resolution No. NITR/BOG/BOG-20(2009)-10, dt.17.04.2009 as reproduced below:-

Constitution:

- |                  |   |   |
|------------------|---|---|
| Chairman         | : | (1) Senior faculty member nominated by Director   |
| Member Secretary | : | (2) Deputy/Assistant Registrar (Establishment) – (Ex-Officio)   |
| Members          | : | (3) One faculty member nominated by the Director,<br>(4) One non-teaching employee nominated by the Registrar in consultation with NTESA<br>(5) HOD (EM) – (Ex-Officio) |

In addition to above any other faculty/officer may be called by Chairman, HAC as **Special Invitee** to attend any or all meetings of the HAC.

Functions:

- (i) To work out seniority and decide allotment of residential quarters to Institute employees on accordance with these regulations.
- (ii) To examine requests for out-of-turn allotments and put up to Director for consideration.

Other Aspects:

- |                         |                                     |
|-------------------------|-------------------------------------|
| Responsible to:         | Director through Registrar          |
| Frequency of Reporting: | Once a year, or as needed.          |
| Financial Authority :   | None                                |
| Tenure of Members :     | 2 years (except Ex-Officio members) |

#### **Clause – 4: ELIGIBILITY**

An employee's eligibility for allotment of a particular type of quarter shall be determined on the basis of date of joining the Institute and cadre with Level in the Pay Matrix as shown in the Schedule – B. The proportion of individual quarters to be allotted to the two categories of staff: (a) Faculty and officers and (b) Non-teaching employees are shown in Schedule – C.

Depending on the availability of quarters of different types, Director may temporarily permit or restrict availability of a particular type of accommodation to given categories of employees.

#### **Clause – 5: ELIGIBILITY LIST**

- i) Eligibility list of members of the staff eligible for allotment of a particular type of residence shall be prepared by the Establishment Section from time to time on the basis of the date on which a regular employee starts drawing the qualifying pay as indicated in Schedule - B. Period of employment in a temporary or contract position before regularization will not count towards seniority in matters of house allotment. The list will be updated after every cycle of promotions.
- ii) The "Eligibility List" prepared as per Schedule – B will be circulated by Member Secretary, House Allotment Committee to the departments / offices for information of employees.
- iii) Any discrepancy in the eligibility list may be brought to the notice of the Secretary, House Allotment Committee in writing within a month from the date the list is circulated to the departments and offices. This will be verified and incorporated in the seniority list by the Secretary, House Allotment Committee if found genuine.
- iv) An employee who becomes eligible for a type of quarter in the middle of the year will be entitled to allotment even if his/her name does not appear in the list of that year.
- v) An error in the published eligibility list or delay in publication of such a list will not alter the actual entitlement of an employee under these rules.

#### **Clause – 6: SENIORITY**

"Seniority" of an employee for allotment of a particular type of residence shall be determined based on the "**Level in the Pay Matrix**". Where "Seniority" of two or more employees is the same based on Level in the Pay Matrix, the following sequence will be used to determine their inter se seniority.

- a) Overall length of service in the Institute from the date of eligibility for a particular type of quarter.
- b) Seniority in the current pay level or else in the previous pay level and so on.
- c) Date of birth
- d) Draw of lots by the Member Secretary, House Allotment Committee in presence of concerned employees.

#### **Notes –**

- (1) Date of Joining for persons joining in the forenoon or afternoon on same day shall be treated to be same for this clause.
- (2) For the purpose of (a), Length of service in the current Level in the Pay Matrix in the previous organization(s) will also be considered for the employees who have been permitted to combine their past service as on the date of advertisement.



## Clause – 7: ALLOTMENT TO REGULAR EMPLOYEES

- i) The Member Secretary, House Allotment Committee, on taking approval of Chairman HAC, will put a circular once a month notifying all vacant quarters. It will normally be done at the beginning of every month. Additional notifications may also be made at the discretion of Chairman, HAC if situation so demands.
- ii) In response to such advertisement an employee will apply online in the prescribed form for the particular type of quarter and the order of preference. He will get the allotment according to his seniority vis-à-vis preference after the data are confirmed from the eligibility list.
- iii) The allotment will be done by the Chairman, House Allotment Committee, and will be notified by the Member Secretary, HAC. For routine cases, a meeting of the whole Committee need not be called. But in cases of exceptions from set rules, the Chairman should call a meeting of the HAC before approving such allotment. Controversial or complex cases should be referred to the Director through Registrar with all relevant papers.
- iv) If no application is received for a particular house against an advertisement, the house may be re-advertised inviting applications from eligible candidates, the eligibility criteria may be relaxed by one step or the house is left vacant for possible future allotment as decided by the HAC.
- v) The employee must accept the allotment and move within a pre-specified period not exceeding 10 days. If he/she fails, to move within the given period, the allotment is cancelled automatically and he / she will not be eligible for any new accommodation for one year from the date of allotment. No HRA is admissible during this one year period for employees staying outside. He will also be required to pay license fee for the allotted house at enhanced rate for 10 days.

If any previously held accommodation is not surrendered within the specified period, the employee will have to pay license fee for both the houses, the old house at standard rate and the new house at penal rate on daily basis.

Further, once occupation of a quarter is taken, the employee will not be eligible to apply for change of quarter upto one year.

- vi) When a person leaves a quarter, he will first inform the Member Secretary, House Allotment Committee or his office and collect a "Provisional Surrender Certificate (PSC)". He will carry the PSC to the office of the Engineer in charge of Quarters Maintenance, surrender the house and collect the Final Surrender Certificate (FSC). The date of FSC will be taken as the date of surrender of the house.

The Maintenance Engineer will carry out the necessary repair work and will do white washing before the house is ready for fresh allotment. After completing the maintenance (Civil, Electrical and IT) work as early as possible, he will inform Member Secretary, House Allotment Committee who will include the house in his next advertisement. The Maintenance Engineer, at his discretion, may declare a house to be ready for occupation with effect from a future date and inform EM accordingly in anticipation of completion of maintenance work. In the event the work is not completed before the expected date of allotment, the Maintenance Engineer shall take the initiative to inform the Member Secretary, House Allotment Committee so that allotment can be deferred in time.

Normally inter-occupation maintenance of houses takes 1-3 weeks. It will be the responsibility of the Maintenance section to minimize the idle time. The Maintenance Section is expected either to hand over the house, or to intimate EM on the possible date of completion of maintenance, within two weeks. If the Member Secretary, House Allotment Committee does not receive any intimation within 2 weeks, he may take up the matter with Engineering Division and higher authorities.

The Maintenance Engineer will carry out the necessary repair works and will do the white washing. Then the quarter is ready for allotment. Only then he will inform the Member Secretary, House Allotment Committee to include the quarter in the circular. No request for further repair or remodeling is to be entertained before a person occupies the allotted quarter.

- vii) In certain houses, the previous occupant may have made a beneficial change to the house, such as painting, distempering or an extension. In such cases, i.e., if the Maintenance Engineer feels that such a change has been made in a house, he may either restore the house to the standard condition at the cost of the previous occupant or, with approval of Dean (PD), accept the house with the changes already made and make it available for occupation. In such a case, the new occupant, if he chooses to move into the house, must accept the house in the changed condition. No compensation is payable to the previous occupant.

#### **Clause – 8: ALLOTMENT TO CONTRACTUAL EMPLOYEES**

- I) Contractual employees appointed against regular vacancy will be considered as per the scale of pay attached to the respective equivalent regular post. If consolidated pay is drawn, the HAC will assign a “notional scale” for each case considering the nature of the job, the pay drawn and duration of appointment. They may be allotted regular accommodation like their regular counterparts.

Accommodation to any contractual employee will be provided subject to the vacancy arising out of absence of application from regular employees. Such accommodation will be till completion of the contract period or as decided by the authority.

- II) The following will be adhered to while allotting the quarters to project staff and other contractual employees of the Institute.
- (a) To be eligible for allotment of Institute quarter, a project employee or other contractual employee should have been selected through an advertisement with wide circulation and job functions must be at the level of Technical Assistant or Project Assistant. Junior employees selected through local advertisement or otherwise may be considered only for G-type residential quarters.
  - (b) All contractual/project staff applying for residential accommodation must be married and should live in campus with their spouses. Senior engineers and scientists working in projects may be exempted from this requirement.
  - (c) Such staff will be allotted only certain type of quarters (e.g. TF/FE flats) or quarters specifically designated for such allotment.
- III) All contractual employees should vacate the quarters within a week of expiry of their contracts.

- IV) When allotted a quarter, contractual employees of the Institute will pay license fee at standard rate, unless otherwise provided under his terms of service.
- V) Allotment will initially be for a period upto one year. Further extension will be made if required after review by the HAC.

**Clause – 9: ALLOTMENT WHERE BOTH SPOUSES ARE INSTITUTE/GOVT. EMPLOYEES**

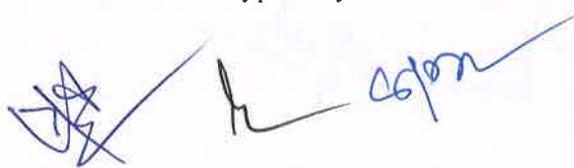
- i) An employee will not be allotted a second residence, if the employee's spouse has already been allotted a residence by the Institute or any other Govt. organization.
- ii) If two employees, already in occupation of two separate residences (within the Institute or outside) marry, they shall surrender one of the two residences within one month of the marriage.
- iii) If one of the residences occupied by husband or wife is not surrendered as provided in sub-para (ii) above, the allotment of the (lower type of) residence provided by the Institute shall be deemed to have been cancelled on expiry of the aforesaid period of one month. Where both the residences provided by the Institute are of the same type the allotment of the quarters allotted earlier shall be deemed to have been cancelled.
- iv) Nothing in this clause shall apply where the husband and wife are residing separately in pursuance of an order of judicial separation made by a court of law.

**Clause – 10: ALLOTMENT EFFECTIVENESS**

- i) An allotment shall be effective from the date on which the employee takes occupation of the house and shall continue till;
  - (a) it is cancelled or is deemed to have been cancelled under these rules, or
  - (b) it is surrendered by the employee concerned, or
  - (c) the employee concerned ceases to occupy the residence.
- ii) Provided that an employee, who avails of the following types of leave may, with the prior approval of Director, retain the allotment for a period as indicated below:
  - a. In case of study leave or leave on medical grounds, for the period of leave sanctioned.
  - b. In case of leave (including extraordinarily leave) for academic assignments within or outside India with a fellowship, for a period not exceeding two years provided the family of the employee lives in the residence.
  - c. In case of extra-ordinary leave for purposes other than academic assignments, within or outside India, for a period not exceeding one year provided the employee's family lives in the residence.
- iii) In all cases of (ii) above, a quarter must be surrendered within two weeks of expiry of leave granted irrespective of duration.

**Clause – 11: CHANGE OF RESIDENCE**

- i) Any employee in occupation of a particular type of residence may apply for a change to another residence of the same or lower type only once in life time.



- ii) An employee must apply in the prescribed form in response to circular as in clause-7(i) and his application will be considered along with those of others on the basis of his seniority.
- iii) If an employee fails to accept the change of residence offered, under this clause within 10 days after the offer is made, the employees will not be eligible again for a change of residence under this clause.

#### **Clause – 12: INTER-CHANGE OF RESIDENCE**

Interchange of quarters on mutual consent is permitted under the following procedure.

- a) Both the employees shall make a specific request to the Chairman HAC, who will announce the availability of the two quarters.
- b) Only when no one with seniority higher than any of the above two applicants applies, the interchange will be confirmed.
- c) Such a request can be made only once by any employee for a particular type of quarter.

#### **Clause – 13: SURRENDER OF RESIDENCE**

- i) An allottee may, surrender the residence under occupation for at least one year under these rules and in the case of such surrender, the allottee will:
  - (a) not retain any right to the particular residence surrendered;
  - (b) be entitled, on a fresh application made in this behalf, for consideration for new allotment;
  - (c) be eligible for new allotment only after the old accommodation is vacated.
- ii) An allottee who surrenders his accommodation before expiry of one year from the date of his occupying the quarter, will not be eligible for fresh allotment for one year from the date of surrendering the quarter.
- iii) An allottee who decides to surrender a residence will inform the Chairman, HAC in writing at least 10 days before the date when the residence is proposed to be surrendered.

#### **Clause – 14: OCCUPATION WHILE ON LIEN**

If an employee, in occupation of Institute residence, leaves the Institute for an outside employment but retains lien on the post at the Institute, the employee may be allowed to retain the residence for a maximum period of one year, on the usual standard rate of License fee.

If an employee holds lien on his post by virtue of his deputation to another academic or R&D institution of the Government of India, he may retain his accommodation by paying the license fee at the standard rate for two years.

**Clause – 15: OCCUPATION BY DEPENDENTS AFTER DEATH OF EMPLOYEES**

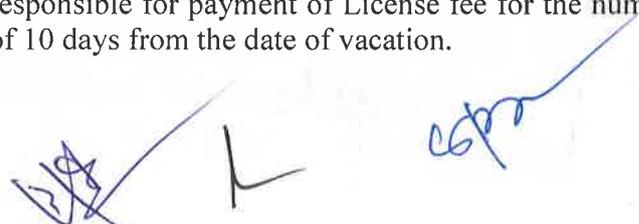
- (i) If an employee, in occupation of Institute residence, dies, free accommodation may be provided to his/her family in the quarter upto one year. However, they have to pay the water and electricity charges as per the Institute rules.
- (ii) Alternatively, his/her family may retain the accommodation for 2 years by paying the license fee at standard rate for the full period of occupancy along with water and electricity charges.

**Clause – 16: OCCUPATION AFTER RETIREMENT, RESIGNATION, DISMISSAL ETC.**

- i) In case of employee's resignation, dismissal or his leaving the Institute for outside employment without keeping lien on his post at the Institute, the allotment of residence shall be cancelled with effect from a date not later than one month after the date of the resignation, dismissal or leaving the Institute without lien, as the case may be or a date when the residence is actually vacated, whichever is earlier.
- ii) Resignation, dismissal, removal or termination of service or unauthorized absence without permission: Permissible period: 1 month at enhanced rate of license fee. After that penal rate will be charged till voluntary vacation or eviction from the house.
- iii) Retirement-Permissible period: 2 months on standard license fee; another 2 months at market rate, and penal rate thereafter till eviction. In case of employee staying on extension of service beyond normal superannuation, the permissible period is: 1 month at stand license fee, one month at enhanced rate, next two months at market rate, and beyond that penal rate till eviction or voluntary vacation.
- iv) When an employee joining the Institute on deputation from a foreign employer is transferred or reverted back to parent employer, he/she retains the allotment of residence for a maximum period of one month provided that the family of the employee lives in the residence during the one month period. Enhanced rate of License fee is applicable during this period.
- v) Employees occupying the quarters beyond the periods stated under clauses 16(i) to 16(iv), will be deemed to be occupying the houses unauthorized, and shall be charged at penal rate till they leave or are evicted. The subject of unauthorized occupation is discussed in clause 28.

**Clause – 17: NOTICE FOR VACATING RESIDENCE:**

An allottee in occupation of Institute residence, shall be required to give notice of vacation in writing to the Member Secretary, House Allotment Committee at least 10 days in advance, in case the employee decides, under the rules, to vacate the residence. In the event of failure to do so, the allottee shall be responsible for payment of License fee for the number of days by which the notice given falls short of 10 days from the date of vacation.



**Clause – 18: SUBLETTING AND SHARING OF RESIDENCE**

- i) No allottee shall sublet the residence allotted to him/her or portion thereof or any of the out-houses or apartment thereto.
- ii) In exceptional cases, permission may be given by the Director to an employee to share the quarters with another employee for a specific period and on such conditions as may be laid down in this connection.
- iii) An employee may accommodate casual guests not related to him/her by blood or marriage in his/her residence for a period not exceeding 3 months. The arrival and departure of such guests, if expected to stay for more than 3 months, shall be reported to the Member Secretary, House Allotment Committee within a week of the arrival and departure. This requirement will not apply in the case of domestic help.
- iv) An allottee is not permitted to receive any compensation in cash or kind from a guest, whether or not the guest is related to him/her by blood or marriage.
- v) If an allottee sublets a residence allotted to him/her or any portion thereof or any of the out-houses, apartment thereto, without prejudice to any other action that may be taken against him/her, the allottee shall be charged, for the period of sub-letting, subject to a minimum of one year, the Penal rate of license fee of the residence.

**Clause – 19: LICENSE FEE**

The standard rates of License fee are listed in Schedule –A. For certain categories of staff (e.g. Wardens of hostels and staff performing special or emergency duties) the License fee may be waived by the Director.

- (i) The liability for payment of License fee shall commence from the date of occupation of the residence or from the 10<sup>th</sup> day after the allotment order is delivered, whichever is earlier.
- (ii) An allottee shall be personally responsible for the License fee thereof and for any damage beyond wear and tear caused thereto or to services provided therein during the period for which the residence has been and remains allotted to him/her.

**Clause – 20: PAYMENT OF LICENSE FEES AND OTHER CHARGES**

- i) An allottee shall pay regular License fee and such other charges as may be levied from time to time, within the period, notified for the same, unless the same are recovered from the allottee's salary.
- ii) Before leaving the Institute on extra-ordinary leave or on retention of lien on the post at the Institute, the employee shall give an undertaking to the effect that he/she would arrange timely payment of house License fee, water and electricity charges, etc. to the Institute on receipt of intimation of such dues from the Institute or of his/her own regularly before the 10<sup>th</sup> day of each month, either through family members residing in the residence or otherwise. He/she shall furnish surety from a permanent employee of the Institute who will undertake to pay the dues in case the same are not paid within the aforesaid fixed date.



**Clause – 21: INVENTORY**

- i) An allottee shall be required to sign the inventory of the fittings and fixtures in the residence at the time of taking occupation of or vacating the residence.
- ii) He/she shall give an undertaking on the body of the occupation report to the fact that he/she would abide by the rules of allotment of residence of the Institute.

**Clause – 22: CARE OF THE HOUSE**

- (i) An allottee shall use the Institute residence strictly for the purpose of the allottee's own or family's residence and shall maintain the premises and the compound in a clean and hygienic condition.
- (ii) An allottee shall not permit trees or shrubs planted in the premises of the residence, to be felled or chopped, save with the approval of the Competent Authority.
- (iii) No large tree is to be planted or allowed to grow within 3 meters from the building.

**Clause – 23: RESPONSIBILITY FOR THEFT, DAMAGE, ETC.**

An allottee shall be personally responsible for any damage, beyond fair wear and tear, to the building, fixtures, furniture, sanitary fittings, electrical installations, fencing, etc., provided in the residence or theft of any of these items in the residence, during the period of the allottee's occupation of the residence.

**Clause – 24: ADDITIONS AND ALTERATIONS TO THE BUILDINGS**

An allottee shall not make any additions or alterations to the buildings or tamper with fittings or electrical installations or make any unauthorized constructions or extension to the electric, water, telephone or other data supply lines without specific permission of the Director.

When such alterations / additions are made, the employee must restore the original state of a house before leaving the house. In case he does not do so, it will purely be at the discretion of Maintenance Engineer and of the new allottee to allow the changes to stay or to reverse them. If the changes are reversed, the cost of reversal will be borne by the employee vacating the house, whether the changes were made by him or by someone staying earlier to him.

**Clause – 25: KEEPING PETS AND REARING CATTLE AND ANIMALS**

- (i) An allottee can keep pets such as cats, dogs or other animals or birds, as long as they do not create difficulty for the neighbours or the community.
- (ii) The owner must provide hygienic facilities (and medical care when needed) to his/her pets and ensure that they do not cause harm to other pets through spread of disease.
- (iii) An allottee shall not keep animals or birds for trade, business or profit.



- (iv) An allottee is not permitted to rear domestic animals such as cows, goats, sheep, pigs, chicken, ducks etc in the residential quarters for milk, eggs or meat, even if it is only for consumption by the family.
- (v) The Institute appreciates that once upon a time commercial sources of quality milk, egg or meat were either absent or were unaffordable, and that it was fairly common to rear animals at home. But with growth of commercial facilities around the campus, these products are plentifully available, and with assured quality. Therefore, it is in the interest of family members, particularly of the children, and the community as a whole, not to rear milk or meat animals at home.

#### **Clause – 26: BREACH OF RULES**

- i) If an allottee commits any breach of these rules or of the terms and conditions of the allotment or uses the residence or permits the residence or premises to be used, for any purpose other than what is stated under Clause 22, or conducts himself/herself in a manner which in the opinion of the Institute is prejudicial to the maintenance of the harmonious relation with the allottee's neighbours, or of maintenance of peace or sanitation in the campus, or if it is found that the allottee has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the Institute may, without prejudice to any other disciplinary action that may be taken against the allottee,

- (a) cancel the allotment of that residence to the allottee, and
- (b) declare the employee ineligible for any fresh allotment of residence for a period of two years.

Provided that where the allotment of a residence is cancelled for the allottee's conduct prejudicial to the maintenance of harmonious relations with the neighbours, the allottee may be allotted residence of the same type if available, at any other place with the approval of the Director.

Provided further that in case of repetition of instance for the 2<sup>nd</sup> time, the allotment will be cancelled and the employee will be declared ineligible for any further allotment.

- ii) For the purpose of this clause, 'improper use of residence' shall include
  - (a) creation of unauthorized structures in any part of the residence,
  - (b) using the residence or a portion thereof for which they are not meant and
  - (c) unauthorized extension from electricity and water connections or tampering therewith.
  - (d) creating unhygienic conditions, noise, unruly or impolite behaviour considered unacceptable in modern society.

#### **Clause – 27: ALLOTMENT MADE PRIOR TO THESE RULES**

The allotment of residence made before the commencement of these rules shall be deemed to have been duly made under these rules notwithstanding the fact that an allottee / allottees might be in occupation of residence/residences to which the allottee / allottees may not be entitled. All other rules, however, will be applicable to such allottees, even if these rules were not in vogue at the time of original allotment.



**Clause – 28: UNAUTHORISED OCCUPATION AND LICENSE FEE CHARGEABLE**

- i) Where, after the cancellation of an allotment under any of these clauses other than Clause-7 (iv), the resident remains or has remained in the unauthorized occupation of an accommodation, then without prejudice to any other action that may be taken against the allottee, the License fee for the residence shall be charged at penal rate.
- ii) Unauthorized occupation will entail cutting of water, electricity, telephone and data connections to the residence without any notice.
- iii) Such other steps as deemed proper and appropriate shall be taken to evict the unauthorized occupant and realize the outstanding dues from all available sources standing in the name of the allottee.

**Clause – 29: EVICTION**

As per MHRD letter No.F.14-9/2007-TS.III. dt. 31.07.2007 and BOG resolution No.BOG-18(2008)-17, dt.26.09.2008, Registrar shall act as Estate Officer under the Public Premises Act, 1971. With the approval of Director, Estate Officer may evict any person, employee, ex-employee or outsider occupying a house without authority or for any other reason. Such eviction will be carried out in the presence of the Estate Officer or his nominee, the Security Officer, the Member Secretary, House Allotment Committee, the Maintenance Engineer, and at least 2 other employees of the Institute, preferably but not necessarily living in the proximity of the house being evicted.

The Institute shall provide opportunity to the occupant to remove his belongings; but if he chooses to be absent, the eviction shall still be carried out. The belongings may be stored in a ware house or other space within or outside the premises. The Institute will charge a storage fee to the employee at the Market rate of license fee of the house.

If an employee or ex-employee, in unauthorized occupation of a house, locks the house and does not make himself available for eviction, he may still be evicted following the above procedure. His belongings will be kept in a store by the Institute and he will be charged the storage cost for maintaining the facility at the Penal rate of license fee of the house.

**Clause – 30: MAINTENANCE FACILITIES**

An allottee shall allow the maintenance staff of the Institute or the workers of authorized contractors to have access to the residence at all reasonable hours, to inspect the building, the water supply, sanitary, electrical, telephone and data installations, fixtures and furniture, and to carry out such normal repairs thereto as the Maintenance Engineer may consider necessary for the proper maintenance of residences. In all such cases, the Maintenance Engineer as far as practicable, will arrange to send prior intimation to the allottee. But absence of prior intimation will not justify a resident's refusal to allow maintenance staff to perform their duty. An allottee and his family members shall always be polite to such workers and shall help them in their work. Such visit by maintenance staff may be necessary to attend a complaint by the resident himself, by a neighbour or for a routine check.

**Clause – 31: CARE OF UTILITIES**

An allottee should see that no water is wasted by leakage in the water-supply fitting or by careless or extravagant use of the same, and forthwith report to the Maintenance Engineer any damage to or defect in the building, fixtures and fittings, electrical installations, telephone or data cable, or water

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supply system for necessary repairs. Failure to report a leaking water line, a damaged or missing float valve, loss of water, loss of electricity etc. may, at the discretion of Maintenance Engineer, attract a financial penalty commensurate with the consequential loss to the Institute. In case of disagreement, the decision of the Director shall be final and binding.

**Clause – 32: SAFETY AND HYGIENE PRACTICES**

- i) Incidence of infectious disease in any residence will immediately be reported to the Medical Officer of the Institute, and all precautions taken to prevent the spreading of the infection.
- ii) No dangerous material shall be stored in the residences, or in their immediate vicinity.

**Clause – 33: MAINTENANCE OF LAWNS & HEDGES**

An allottee will be responsible for maintaining the lawns and hedges of his compound to give it a neat look at all times. He is also required NOT to throw garden waste across the fence. In case of failure to maintain one's compound, the Institute may, at its discretion, provide the service, charging the expenses not exceeding the monthly standard license fee, plus a service charge at equal rate. In case of large compounds containing a set of houses, the Institute will divide the expenditure plus service charge equally among all residents (not counting vacant houses). It may, at its discretion, hand over the responsibility of maintenance to a small committee of residents or hire a commercial organization.

**Clause – 34: WATER AND ELECTRICITY CHARGES**

Every allottee will pay water and electricity charges as per rates fixed by the Board of Governors. Even when an employee is exempted from paying license fee, he is liable to pay water and electricity charges.

**Clause – 35: SHARING OF RESIDENCE**

As a temporary measure, an employee may be allotted the same residence jointly with one or more other employees and the rate of License fee chargeable in such a case will be divided proportionately amongst all the occupants, taking into account the pay of each occupant and the number of occupants.

**Clause – 36: ACCOMMODATION FOR CEREMONIAL FUNCTION**

An application from an employee for use of any vacant residence, for a period not exceeding seven days, for ceremonial or religious purposes, may be granted by the Institute on the applicant's paying in advance the minimum License fee per day and service charges applicable to the type of residence for the period of occupation as fixed from time to time. The license fee for such short use shall be at the market rate on daily basis, plus a service charge equal to 2 days' fee, also counted at market rate.

The applicant will be responsible for the building in all matters as a regular allottee and must return the house in the same state of cleanliness (or better) as he receives.



**Clause – 37: TEMPORARY ALLOTMENT TO OUTSIDE AGENCIES**

In special cases, the Director may temporarily permit allotment of a vacant house to an outside agency or commercial organization doing business with the Institute. The license fee chargeable shall be at market rate and must be deposited in advance for every month or longer duration. The fee is payable by the organization requesting the accommodation, not the employee occupying the house.

In certain cases, depending on the terms of business contained in the agreement with a company providing an outsourced service to the Institute, the rate of license fee charged to the company may be at enhanced rate or be waived totally. Director’s approval shall be required to offer this concession.

**Clause – 38: TEMPORARY ALLOTMENT OF ACCOMMODATION OTHER THAN INSTITUTE QUARTERS TO EMPLOYEES OF THE INSTITUTE**

When there is a shortage of formal accommodation in the Institute, an employee may, at the discretion of the director, be given a student hostel or guest house accommodation in the campus, or another type of accommodation for which he is normally not entitled. Such allotment will be strictly temporary and will attract License fee or other charges at a rate higher than normal.

The following are some guidelines:

- Students’ Hostel: License Fee as given in the Schedule - A and establishment charges at the rate applicable to students for the period of actual allotment. Charges will be recovered from salary on monthly basis. Occupation for part of a month will be charged for the full month.
  
- Married students’ Hostel: License Fee as given in the Schedule - A and establishment charges at the rate applicable to students for the period of actual allotment. Charges will be recovered from salary on monthly basis. Occupation for part of a month will be charged for the full month.
  
- Higher or lower type accommodation: The higher of the License fees applicable to the entitled class of accommodation and that applicable to the class of accommodation offered.
  
- Shared accommodation: 50% of the Standard License fee for each allottee irrespective of the number of allottees.

**Clause – 39: EXCEPTIONS**

The Director may, if he thinks it necessary, reserve or set side particular residence or set of residences for any specific purpose / purposes including allotment to a specific employee or a group of employees. The quarters A-0 and A-13 will be specially reserved for the Director and the Registrar respectively.



In case of a serious medical need of an employee or that of a family member, the director may use discretion to allot a specific house out of turn.

Under special circumstances, when there is severe shortage of family accommodation, the director, at his discretion may approve compulsory sharing of accommodation by 2 or more employees, particularly those not married and those with small families.

#### **Clause – 40: POWER TO DELIGATE AND POWER TO RELAX**

- (i) Director may seek the advice of the House Allotment Committee on all matters relating to allotment of Institute residences and also delegate to the Committee or to any officer under his control, any of the powers and functions conferred on him under these rules, subject to such conditions as he may think fit and proper.
- (ii) If the Director is satisfied that the operation of any of these rules may cause undue hardship in a particular case, he may order to dispense with or relax that condition to such extent and under such conditions as he may consider necessary for welfare of the residents.

#### **Clause – 41: TEMPORARY CHANGE IN ELIGIBILITY**

For no reason, a quarter will be kept vacant for more than 90 days if no eligible employee is available in the Institute or no eligible employee applies for that quarter for two rounds of advertisement. In that case, the eligibility of the said quarter will temporarily be relaxed as and when decided by the HAC with the approval of the Director. Subsequent vacancy in that type of quarter will be advertised and allotted in the normal procedure.

#### **Clause – 42: PRIORITY ALLOTMENT**

When vacancy arises in the lowest type quarter of eligibility, employees staying outside or in the quarters below their eligibility for more than 10 years will be considered for allotment on priority. Not more than two quarters in each category (Level-10 and above one category and upto Level-9 another category) will be allotted in a Calendar year. In case of F type quarter, such allotment will be adjusted against the quota in future. Such a benefit will be given to an employee only once in life time and if he/she does not avail the benefit in the first occasion, he/she will no more be eligible for allotment under this clause.

When there are two or more employees eligible under this clause, the allotment will be strictly on the basis of overall length of service in the Institute. If overall length of service is same then order mentioned in the Clause-6 (Seniority) will be followed.

#### **Clause – 43: INTERPRETATION OF RULES**

On any question of interpretation of these rules the Director's decision shall be final, provided that any employee not satisfied with decision, may represent against the decision to the Board of Governors through the Director.

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**SCHEDULE – A**

**(See Clause # 19 of the House Allotment Rules)**

**STANDARD RATES OF LICENSE FEE**

Type of Houses	Sl. No. of Houses	No. of Houses	Attached Garage (Yes/No)	Plinth Area (M <sup>2</sup> )	Existing License Fee (Rs. / month)	Revised License Fee (Rs. / month)
A	0 (zero)	1	Yes		Earmarked as Director's Residence License Fee is Exempted	
	1 to 12	12	Yes	193	1550	2190
	13	1	Yes	155	Earmarked as Registrar's Residence License Fee is Exempted	
	14 to 19	06	Yes	172	1320	1870
B	1 to 20	20	Yes	176	1320	1870
	21 to 22	02	Yes	157	1100	1560
C	1 to 14	14	Yes	179	1320	1870
	15 to 30	16	Yes	170	1320	1870
FR	1 to 84	84	Yes	189	1550	1870
FRA	1 to 48	48	Yes	167	1320	1870
FRB	1 to 72	72	Yes	---	---	---
D	1 to 20	20	Yes	144	1100	1560
FD	21 to 56	36	No	110	900	1190
	57 to 64	08	No	83	525	1190
BF	1 to 24	24	No	100	740	1190
TF	1 to 18	18	No	77	525	640
FE	1 to 18	18	No	77	525	640
E	1 to 40	40	No	105	740	1190
F	1 to 96	96	No	88	525	640
	97 to 108	12	No	77	525	640
G	1 to 115	115	No	62	380	470
Garages/CarParks	N/A	N/A	N/A	N/A	30/100	40
Students' Hostel	N/A	N/A	N/A	N/A	---	400
Married Hostel (Single Room)	N/A	N/A	N/A	N/A	525	560
Married Hostel (Double Room)	N/A	N/A	N/A	N/A	740	770

Note: License fee for new houses will be charged at the rate prescribed for similar type of residential accommodation listed under the table above or, if the equivalent accommodation is not listed in the table, the rate will be fixed as per the list published by the Directorate of Estates, Govt. of India. Further, the rate will be revised as prescribed by the Directorate of Estates, Govt. of India from time to time.

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**SCHEDULE – B**

(See Clause # 4 of the House Allotment Rules)

**ELIGIBILITY FOR QUARTERS BASED ON PAY SCALE AND/OR CADRE**

Sl. No.	Cadre	Pay Level	A	B	C	FR	FRA	FRB	D	FD	TF
1	Faculty & Officers	15	√	√	√	√	√	---	---	---	---
2		14A	√	√	√	√	√	---	---	---	---
3		14	√	√	√	√	√	---	---	---	---
4		13A2	√	√	√	√	√	√	---	---	---
5		13 / 13A / 13A1	√	√	√	√	√	√	---	---	---
6		12	---	√	√	√	√	√	√	---	---
7		11	---	---	---	√	√	√	√	√	√
8		10	---	---	---	√	√	√	√	√	√

Sl. No.	Cadre	Pay Level	BF	FD	E	FE	F	G
12	Technical & Administrative (Higher Cadre)	9	√	√	√	---	---	---
13		8	√	√	√	√	√	---
14		7	√	√	√	√	√	---
15		6	√	√	√	√	√	---
16	Technical & Administrative (Lower Cadre)	7	√	√	√	√	√	---
17		6	√	√	√	√	√	---
18		5	---	---	---	---	√	---
19		4	---	---	---	---	√	√
20		3	---	---	---	---	√	√
21	Supporting Staff	4	---	---	---	---	√	√
22		3	---	---	---	---	---	√
23		2	---	---	---	---	---	√
24		1	---	---	---	---	---	√

**Notes:-**

- For the purpose of Clause 11(i), ranking of houses will be in the sequence as given in above tables.
- The entitlement is based on cadre with Pay Level, and not salary-based. If new cadres and/or Pay Levels are introduced in future, the entitlement will be as per the highest Pay Level.
- An employee enjoying a personal Pay Level will be entitled to housing corresponding to the cadre of the post held by him, and not to his present scale or salary.
- When an employee is upgraded to a higher cadre and/or Pay Level (under normal course of promotion, MACP or another rule) even with his old designation, he is entitled to accommodation corresponding to his new cadre and Pay Level.
- Accommodations allotted before promulgation of these rules will be honored till the allottee retires, vacates the allotted accommodation, or seeks another accommodation within the campus.

SCHEDULE - C

**CADRE-WISE PROPORTION IN TYPE OF QUARTERS**

- a. The proportion of individual quarters to be allotted to eligible Faculty & Officers and Non-Teaching Staff shall be as follows:

Type of quarter	Faculty and Officers (Pay Level 10 and 11)	Non-Teaching Staff (Pay Level 6 - 9)	Total
FD21 - FD64	36 (FD21 - FD 56)	8 (FD57 - FD 64)	44

- b. The proportion of individual quarters to be allotted to the eligible employees of different categories of non-teaching staff shall be as follows:

Type of quarter	Non-Teaching Staff Pay Level - 6 to 8 (A)	Non-Teaching Staff Upto Pay Level - 5 (B)	Total
F	54	54	108

**Procedure for allotment of quarters under (b):**

Against first advertisement, all the quarters will be allotted equally between category A and category B as per the table given above giving first preference to category A. If the last allotment of quarter has been made to category A then the present allotment will be given first to category B and vice-versa.

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~~HM~~  
3/4/18  
(S.K. Upadhyay)

~~USA~~  
3/4/2018  
(H.K. Naik)

~~copalini~~  
03/4/2018