

House Allotment Rules *for Employees of IIT Jodhpur*



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Indian Institute of Technology Jodhpur

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Scope

These rules shall be read as *House Allotment Rules 2017*. Further, these rules shall be:

- (a) *Effective from* the date of notification by the Institute;
- (b) *Apply to* all Employees of the Institute and others eligible for residential accommodation within the Permanent Campus of IIT Jodhpur; and
- (c) *Supersede* all the earlier rules released by the Institute so far.

These rules shall be reviewed in 2 years from the date it comes into force, unless otherwise circumstances compel and earlier review. Any addition or amendment suggested shall come into force only after the approval of the *Board of Governors* of the Institute.

Definitions

For the purpose of these *House Allotment Rules* and better understanding, unless otherwise stated in individual occasions, the following terms shall have the meaning as stated hereunder:

<i>Term</i>	<i>Meaning</i>
<i>Allotment</i>	Grant of license to occupy a residential accommodation in accordance with the provision of these <i>House Allotment Rules</i>
<i>Allottee</i>	Employee to whom the residential accommodation is allotted
<i>HAC</i>	House Allotment Committee, duly appointed by the Institute
<i>HARs</i>	Housing Allotment Rules
<i>Director</i>	Chief Academic and Administrative Officer of the Institute
<i>Grade Pay (GP)</i>	Payment (as per Rules of 6CPC) associated with level of employment as granted to an Employee of the Institute
<i>Academic Grade Pay (AGP)</i>	Grade Pay (as per Rules of 6CPC) as granted to a Faculty Member of the Institute
<i>Entitlement</i>	Highest type of accommodation that an employee is eligible under these rules
<i>Family</i>	Spouse, children, step children, legally adopted children, parents, brothers and sisters, who ordinarily reside with and who are dependent on the Employee
<i>Institute</i>	Indian Institute of Technology Jodhpur
<i>License Fee</i>	Sum of money payable on monthly basis as compensation for occupation of a residential accommodation allotted under these rules. It includes <i>License Fee</i> as per Government of India rules.
<i>Subletting</i>	Sharing accommodation by an <i>Allottee</i> with another person <i>with</i> or <i>without</i> any payment by such other person, but it doesn't include any permitting to share accommodation with: (1) close relation(s) of the <i>Allottee</i> , (2) Guest(s) visiting the <i>Allottee</i> , or (3) Others, and as may be notified by the Institute from time to time
<i>Type</i>	Sizes of accommodation to which an employee is eligible under these rules

1.

Basics

This chapter provides primary information related to houses on the Permanent Campus of IIT Jodhpur.

1.1 Types of Houses, Living Area, Grade Pay, and License Fee

The houses *permissible* for allocation to persons with different Grade Pay are given as under:

S.No.	Group of Employee	House Type	Living Area (m ²)	GP (Rs.)	AGP (Rs.)		
1	Group A (Faculty Members & Staff Members)	Type A	250	10,000	HAG 12,000		
2		Type B	200	8,900	10,000		
3				8,700	9,000		
4				7,600	8,000		
5				6,600	7,000		
6				5,400	6,000		
7	Group B (Staff Members)	Type C	100	4,800			
8				4,600			
9				4,200			
10	Group C (Staff Members)			2,800			
11				2,400			
12				2,000 & less			
13	Visiting Faculty Members	VFMH	60				
14	Project Staff Members	PSMH	40				
15	Married Students	MSH	40				

The associated Rules, which are related to allotment of different houses, are:

- (1) *License Fee*: It is a *flat-rate* monthly charge payable to the Institute by the Allottee for the *unfurnished* residential accommodation made available by the Institute, as per the charges duly approved by the Institute. This charge shall be based on *Living Area*. And, it shall be different for the employees and outside organizations. When rent free accommodation is admissible to some employees, the same procedure will be followed, even though license fee will not be payable to the person. It shall include charges towards *Common Services*, which may include providing Lighting in Staircases and Common Areas, running the Lifts, and collecting & disposing Solid Waste. This fee will be reviewed annually.

- (2) *House Rent Allowance (HRA)*: It is a payment made to each Employee each month, which comes under the purview of the *Allowances* (other than *Salary*), as determined by the *Government of India* from time to time.
- (3) *Additional Charges*: These are monthly charges to be paid by the Allottee, in addition to the License Fee. It consists of two parts, namely:
- Water Charges*
Water service includes provision of water to each House. A *flat-rate monthly charge* or as per *consumption basis* (on *metering*), as the case may be, for such service shall be payable by each Allottee to the Institute; and
 - Electricity Charges*
Electricity service includes provision of electrical power to each House. A *monthly charge* as per *consumption basis* (on *metering*) subject to a *minimum consumption charges* plus a *monthly fixed charge/meter rent*, for such service shall be payable by each Allottee to the Institute. The *unit charges* shall be determined separately, if the power supply is provided using back-up generators.
- (4) *Specific Requirements*: These are aspects that need to be complied with by each Allottee. These include:
- The charges listed under items (1), (2) and (3) shall be determined from time to time by the *Office of Infrastructure Engineering*, duly approved by the *Competent Authority*, and intimated to all Employees of the Institute.
 - The said charges will be deducted from the monthly salary of individual Allottee.
 - The Institute may identify, from time to time, *other charges* that are payable by the Allottee to the Institute duly approved by *Competent Authority*; the same will be intimated to all Employees of the Institute.
 - Furnishings*: These are items that make the house functional. The Institute will provide only *unfurnished* houses to the Allottee, and all furnishings required for personal stay should be arranged by the Allottee;
 - As per the *Master Plan* of the *Permanent Campus of IIT Jodhpur*, no Allottee shall be provided with any *personal* gardening space. And, the Allottees shall not be charged for *Horticulture & Gardening* in common areas, which will be arranged by the Institute;
 - In special cases (such as providing furniture, appliances, or fixtures in *Visiting Faculty Housing*, if any, as per the policy of the Institute), additional rent is payable to the Institute by an Allottee for the said conveniences, which shall be determined by the *Office of Infrastructure Engineering*, duly approved by the *Competent Authority*.

1.2 House Allotment Committee

The committee responsible for allotment of Houses, hereinafter called the *House Allotment Committee (HAC)*, shall be constituted by the *Director* with the following nominated members with tenure of two (02) years.

- | | |
|------------------------------|---------------------------|
| (1) A Faculty Member | : <i>Chairman</i> |
| (2) A Faculty Member | : <i>Member</i> |
| (3) A Staff Member (Group B) | : <i>Member</i> |
| (4) A Staff Member (Group A) | : <i>Member</i> |
| (5) Estate Officer | : <i>Member-Secretary</i> |

The *functions* of the HAC are:

- Allot residences on campus under these rules;
- Recommend to the *Director* allotments in accordance with the provisions of these rules;
- Consider requests for *out-of-turn allotment* and make suitable recommendations in appropriate cases for approval of the *Director*;
- Ensure proper utilization of the residences;
- Cancel allotment and recommend penal action against an Allottee, who breaches the HARs; and
- Consider and decide all other matters related to the Institute residences.

An appeal may be made to the *Director* through the *Chairman, House Allotment Committee*, against a decision of the HAC. Such an appeal shall be submitted to the *Chairman, House Allotment Committee*, within seven (07) days from the receipt of such decision from HAC. On receiving the appeal along with the observations and recommendations of the *Chairman, House Allotment Committee*, the *Director* shall exercise the power to resolve such appeals; the decision of the Director shall be final and binding on the Allottee.

1.3 Period of Retention

The allotment shall be effective from the date on which possession thereof is taken by the Employee. Further;

(1) The period of retention of a House shall be till *the date of allotment*, but *expires* as given hereunder:

(a) The concessional period expires, which is permissible under these HARs, as under:

S.No.	Event	Permitted Period	Conditions / Remark
1	On proceeding to take up employment, elsewhere with the permission of Competent Authority, by retaining <i>Lien</i> on his/her post or with <i>Extraordinary Leave</i>	12 months	Any period beyond 12 months, requires specific approval of the <i>Director</i> on the recommendation of the HAC.
2	<i>Vacation or Leave of All Types</i>	Full Period	
3	<i>Deputation or Training</i>	Full Period	
4	Proceeding elsewhere under approved <i>Exchange Program</i>	Full Period	
5	<i>Death of Allottee</i>	12 Months	The accommodation is provided for bonafide use of the Dependant Members of the family of the deceased, only for their occupancy during the period.
6	<i>Retirement or Superannuation</i>	04 Months	In case of <i>Faculty Members</i> and <i>Staff Members</i> of the Institute re-hired after the date of superannuation, this period will be reckoned from the date of completion of such re-appointment period.
7	<i>Resignation, Dismissal, Removal or Termination of Service</i>	03 Months	This period will be counted from the date on which such action comes into force.

(b) The allotment is cancelled under special circumstances by the *Chairman, HAC*, or is deemed to have been cancelled under a provision in these HARs;

(c) The Employee surrenders the House; or

(d) The Employee ceases to occupy the accommodation for period more than 3 months, unless permitted otherwise by the HAC.

(2) An Employee, who has surrendered the House allotted to him/her while proceeding or during the period of leave/lien, may be allotted a House (if available) up to one month in advance of the expected date of his/her returning to duty in the Institute;

(3) An Employee, at any time, may surrender a House allotted to him/her by giving a notice so as to reach the HAC at least one month before the date of the vacation of the residence. The

allotment of the House shall be deemed to be cancelled with effect from the 31st day after the day on which the letter is received by the HAC, or on the date specified in the letter, whichever is later. If the Employee fails to give due notice, he/she shall be responsible for payment of *License Fee-cum-Rent* for an *additional 1 month* from the date of vacating the House.

1.4 Code of Conduct of Allotees

The Allotees of the Houses shall be bound by the following *Code of Conduct*:

- (1) The House is allotted to the Allottee only, which she/he can use for living by her/him and her/his family. Any other person is not allowed to reside in the house. The Allottee shall vacate the house, if she/he or his/her family is not staying in the house, the reason for which is duly approved by the Institute;
- (2) The Allottee shall *NOT*
 - (a) Sublet (either partly or fully) the house allotted to him/her, or use the same for any commerce, trade or business;
 - (b) Exchange mutually the houses with another Allottee;
 - (c) Undertake any alteration or addition to the structure of the house for any purpose (including for keeping a car, scooter or any other item). On the other hand, the Institute may undertake alterations and additions as it may deem necessary over time. In such cases, the Allotees shall cooperate with the persons undertaking such activities;
 - (d) Undertake any *civil, electrical* or *physical* modifications, remove fixtures, or make any other kind of modification (including changing colours of external wall; and creating of roofs, structures, enclosures, shades and any such temporary/permanent installations);
 - (e) Rear milk cattle or any other cattle, either within the house or outside it;
 - (f) Tamper with the electric installations, water supply & sanitary fittings, or other fixtures made available in the house provided by the Institute;
 - (g) Use electricity or water supplied to the house for any unauthorized purpose;
 - (h) Encroach upon any public space or floor space of neighbours house for gardening or for any other purpose, either personal or professional;
 - (i) Cut or trim trees in the premises of the allotted house or on the Campus, or plant any trees along the building line (even though soil cover may be available); and
 - (j) Store any illegal, explosive or inflammable material in the house.

If a complaint is received to this effect, and proved to be true, the matter will be treated as a serious offence. Also, the Allottee shall be liable for penal or disciplinary action, or even be liable to vacate the house within 1 month of the notification by the Institute;
- (3) The Allottee shall pay regularly all charges due, as prescribed by the Institute from time to time;
- (4) The house allotted is to the Allottee with a certain inventory of civil and electrical fixtures. Any breakage in the fixtures shall be replaced by the Institute only, but the costs incurred towards the same (including the service charges) shall be payable in full by the Allottee. The charges payable shall be deducted from the salary of the Allottee in the ensuring month(s);
- (5) The Allotees can arrange to fix (at their own cost) air-conditioners in specific rooms of the house. Only *Split-type Air-Conditioners* shall be permissible and the *external unit* shall be placed only in the *shaft* provided for this purpose; the connecting wires & pipes from the *interior unit* to the *exterior unit*, drain pipe, shall pass *only* through the earmarked route. The Dish TV Antenna should be fixed only in the earmarked location of the building as per the direction of OIE;
- (6) The Allottee shall report immediately to the *Office of Infrastructure Engineering* any defects in installations leading to wastage of water, or leakage of electricity, etc.;
- (7) The Allotees shall conduct themselves in a courteous and polite manner with the neighbours. If any complaint is received on any Allottee (or a resident of the house provided to the Allottee) for being quarrelsome or indulging in objectionable activities (like entertaining undesirable characters, disorderly behavior, consuming liquor outside the house), appropriate disciplinary action by the Competent Authority (including cancellation of allotment of the house); and
- (8) Any produce of the *fruit* or *flower* bearing trees on Campus shall be the property of the Institute.

2. Eligibility

This chapter presents the criteria for allotment of houses on campus.

2.1 Eligibility for a House on Campus

The following persons shall be eligible for three types of house (Types A, B and C) available on Campus, as per entitlement:

- (1) Regular and Contract Employees of the Institute;
- (2) Visiting Faculty Members;
- (3) Scholars-in-Residence; Emeritus Fellows, Scientists and Professors; and Post-Doctoral Fellows; and
- (4) Employees on Deputation.

Further:

- (1) If both a person and his/her spouse are Employees of the Institute, then *only one of them* shall be eligible for the allotment of house, based on their mutual choice regarding the type of house they are eligible for;
- (2) If an Employee is having a period less than one (01) year of service from the date of his superannuation, then he/she shall not be eligible to apply for another type of residence; and
- (3) All houses are chargeable; the Institute shall not allot rent free accommodation to any category of Employee.

2.2 Eligibility of Employees Owning House

An Employee shall be eligible for allotment of a house on campus, even if she/he is owning a house either in his/her *own name* or in the name of *any member of his family* in within the jurisdiction of *Municipal Corporation of Jodhpur, Jodhpur Development Authority* or of any *Municipality* adjoining the *Karwad village*.

2.3 Condition of Allotment and Rules of Occupancy

In addition to the provisions given in Chapter 1 of these HARs, the clauses given in this section shall be applicable related to *allotment* and *occupancy*.

The *Conditions of Allotment* are:

- (1) The Allottee is a *licensee* and not a *tenant*. The Institute reserves the right to terminate the license at any time without assigning any reason. The intention of the parties to the license is that of creating a mere license and nothing more, and at no point of time can the Allottee claim to be the *tenant* of the premises allotted to him/her;

- (2) No change of allotment of a house is permissible within the same category of housing on Campus; unless otherwise approved by HAC based on very genuine or health reasons;
- (3) When an Allottee is allotted a larger size house on Campus, the Allottee shall shift to the new accommodation within 15 days of due date of occupancy, failing which the new allotment shall be deemed to be cancelled. And, from the date he/she occupies the new accommodation, the older accommodation is deemed to be cancelled. If the Allottee fails to vacate within the stipulated period, the Allottee will be liable to pay *Penal License Fee-cum-Rent*, which is *four times that of the older accommodation* for a minimum period of one month, with effect from the date he/she took possession of the new accommodation, even if the Allottee is eligible for License Fee-cum-Rent free accommodation;
- (4) The Allottee who moves to the new house, shall give in writing in prescribed form (to the Chairman, HAC) the details of date of vacation of old house and the date of occupying the new house; and
- (5) At the time of taking possession of the accommodation, **the list of inventory of fittings and fixtures in the allotted accommodation will be verified and signed by allottee in the book of inventory** kept for that purpose with the *Office of Infrastructure Engineering*. He/she shall be responsible for damage of such items, except that which arises as a result of normal wear and tear; the damage shall be determined by the *Engineer In-Charge* of the *Office of Infrastructure Engineering* and approved by the *Director*, and the cost of damage shall be payable by the Allottee.

The *Rules of Occupancy* are:

- (1) After an Allottee vacates a house, the Secretary, HAC, shall arrange to perform the maintenance works and colouring in the house, and then declare the house *fit for occupation*. The HAC shall float the house only after the declaration is received;
- (2) An Allottee shall give in writing his acceptance of the allotment within *seven (07) days* from the date of receipt of the letter of allotment, failing which the allotment stands cancelled. The Chairman, HAC, may condone delay in giving letter of acceptance, which must be submitted *before* the allotment is cancelled;
- (3) The date on which the *Letter of Allotment* is sent by eMail to the Allottee shall be considered as the date of receipt of the same;
- (4) The Allottee, who accepts the allotment, shall take possession of the allotted accommodation within *15 days* from the date of receipt of the allotment letter, failing which the allotment shall stand cancelled on the *17th day*, and he shall be charged *License Fee-cum-Rent* for a period of entire full month *in addition to* that for the House in which he/she is residing. The Chairman, HAC, shall be empowered to grant extension of the period of taking possession, where the Allottee is out of station on *official duty*. In such cases, the maximum period of extension shall be the number of days the Employee was out of station on *official duty* during the seven day period mentioned above;
- (5) If an Employee rejects the allotment in writing, does not communicate his/her acceptance, or it is deemed cancelled under these HARs, the Allottee shall not be eligible for consideration for another allotment for one year from the date on which the current allotment is made. In such a case, he/she shall be charged flat *penal License Fee-cum-Rent* for a period of one month for the house allotted;
- (6) An Allottee, who takes possession of a house, cannot surrender the same and seek the older house; and
- (7) The Allottee shall:
 - (a) Report immediately to the *Medical Officer* of the *Primary Health Center of the Institute* about contagious disease contacted by any member of the family in the house and shall take all precautions as advised by the Medical Officer of the Institute;
 - (b) Keep the allotted house and its premises in *hygienic* and *safe conditions* at all times;
 - (c) Park *motorized vehicles* only in the formally allotted parking space for the respective house, and non-motorized vehicles only in the designated space adjoining the building of the house;

- (d) Allow persons authorized by the *Engineer In-Charge* of the *Office of Infrastructure Engineering* (including the employees of Contractors) to access to the house during 08:00-18:00 hours (unless emergencies require access at other times beyond these hours), for the purpose of carrying out repairs to the water-supply, sanitary installations, electrical fittings, and fixtures (including furniture in select cases) in the house, as an when considered necessary;
 - (e) Report to the *Office of Infrastructure Engineering*, any damage or any defect in the building, fittings & fixtures, or installations, immediately on noticing the same for necessary action; and
 - (f) Allow the Security Officer of the Institute, the Medical Officer of the Primary Health Center, Officers of Sanitation and Public Health of the Institute, to visit the allotted house during 08:00-18:00 hours (unless emergencies require access at other times beyond these hours). The Allottee shall receive instructions to the on matters of *official work* of their respective Offices and comply with the same;
- (8) The Allottee shall *NOT*:
- (a) Commit any act of nuisance or annoyance to any adjoining or neighboring the Allottee; and
 - (b) Use the house for *immoral* or *illegal* activities.
- In all cases mentioned above, if the due date falls on a *holiday*, the immediate next working day will be the due date for all purposes;

2.4 Seniority and Eligibility Criteria

For the purposes of allotment of a house, the seniority of the applicants from among the Employees shall be determined by applying the criteria given below in serial order:

- (1) A particular house can be allotted *only* to a person, who meets the GP/AGP requirements stated in Section 1.1 of these HARs; those with lower GP/AGP (who do not meet this requirement) cannot be allotted a house, even if there is no applicant from the entitled GP/AGP; and
- (2) Applicants shall be placed on a list in the order of their:
 - (a) *Grade Pay* or *Academic Grade Pay*; persons with higher GP/AGP shall be senior to those with lower GP/AGP, irrespective of their Basic Pay as on the date of announcement of availability of the house;
 - (b) *Effective Date of Joining* a post (appointed either *directly* or *through promotion*) or date of receiving the *Grade Pay* or *Academic Grade Pay*; persons with earlier date of joining shall be placed above those with latter date;
 - (c) *Personal File Number*; persons with smaller PF Number shall be placed above those with larger PF Number;
 - (d) *Date of Joining the first post at the Institute* (as a *Visiting Faculty Member*, a *Faculty Member* on contract or probation, or as a *Staff Member* on contract or probation); persons who joined earlier shall be placed above those who joined later.

The HAC shall prepare the *Seniority List* using details provided in the *Application Form* submitted by the employees to the HAC after due verification from office of establishment, and display the same along with the announcement for each category of vacant houses.

In case an Employee refuses allotment of a house on or before the deadline of acceptance or rejection, the next person on the Seniority List shall be offered the house; the process will be repeated till the entire *Seniority List* is exhausted.

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3.

Process

This chapter presents the criteria for allotment of houses on Campus.

3.1 Normal Allotment

The normal process of allotment of houses shall be as below:

(1) *Preparing the Vacant Houses*

Once a house is vacated by an Employee, the *Office of Infrastructure Engineering* shall undertake necessary repairs of civil & electrical infrastructure, painting and needed security related repairs. This shall be done on priority, within a maximum period of 1 month. Once the above works are completed, the *Engineer In-Charge* of the *Office of Infrastructure Engineering* shall communicate that the said house is ready for occupation.

(2) *Announcement of Vacant Houses*

The HAC shall make an eMail announcement of houses fallen vacant and ready for allotment; it shall attach the *Application Form* for the same.

(3) *Receipt of Applications*

Employees desirous of seeking a house on Campus shall apply by submitting a hard copy of the *Application Form* (circulated eMail) indicating their preferences on or before the last date indicated in the announcement. Employees shall place only those houses on the application, which will be acceptable, if allotted.

(4) *Preparation of Seniority List*

The HAC shall prepare the *Seniority List* as per Section 2.4 of these HARs.

(5) *Approvals for Allotment and Wait List*

After the last date for filing the application for house allotment, the Secretary, HAC, shall prepare a draft *List of Allotment*, along with a sufficient *Wait List*. Shortly, a meeting of the HAC shall be held to discuss the same, and finalize the allotment.

(6) *Allotment Order*

After the meeting, the List of Allotment shall be prepared incorporating the inputs received during the meeting. The Chairman, HAC, shall approve the same on behalf of the HAC, and the Secretary, HAC, shall issue the *Letters of Allotment* in the prescribed format in duplicate to the potential Allottees;

(7) Acceptance

The Allottees shall return one copy of the duly signed copy of the *Letter of Allotment* confirming her/his acceptance, within 7 days from the date of receipt of the *Letter of Allotment*, and take possession of the house within 15 days from the date of receipt of the *Letter of Allotment*.

3.2 Out-of-Turn Allotment

The Director, *suo moto*, may allot 10% houses under his discretionary quota to any eligible Employee of the Institute, or to meet the *operational requirements* of the Institute as may arise from time to time; and freeze the allotment of a house or a group of houses in anticipation of joining of new Faculty Members and Senior Officers of the *Non-teaching Academic, Technical & Administrative Cadres*.

Employees can also request for allotment of house under *Director's Discretionary Quota*, by filing an application through proper channel. The HAC will examine such requests forwarded by the Heads of Departments and the Highest Officers in charge of *Non-teaching Academic, Technical & Administrative Cadres*; the Chairman, HAC, shall make specific recommendations, to the *Director*.

Further, the HAC may recommend *Out-of-Turn Allotment* under the special circumstances under these rules and sent for the further approval of the *Director*. The basis of the recommendation of the HAC shall be as below:

"The highest priority shall be assigned to functionaries, who discharge statutory responsibilities and who are required to provide essential services *round-the-clock*. If type of houses is not available immediately, which these functionaries are eligibility for, they shall be allotted the available type of house. Subsequently, they can move to the type of house which they are eligible for."

3.3 Forfeiture of Allotment

A house, once allotted, shall be occupied by the Allottee in the *as is* condition, within 15 days from the date of receipt of the *Letter of Allotment*, after duly vacating the previous house in which he/she was residing. Failure to occupy the allotted house within the stipulated time shall result in the *automatic cancellation* of the allotment. Further, the Allottee shall be debarred from applying for any Institute residence for the next one year, excepting for transit accommodation.

3.4 Rejection of Allotment

If an Employee fails to accept the allotment of a residence within 07 days or fails to take possession of that residence after acceptance within 15 days from the date of receipt of the *Letter of Allotment*, he/she shall not be eligible for another allotment for one year from the date of the *Letter of Allotment*.

3.5 Allotment to Employees Married to each other

The following norms apply to the *Employee couples* seeking a house on Campus:

- (1) Only one of them, either the *husband* or the *wife*, shall be allotted the house, provided that they are residing separately in pursuance of a valid order of judicial separation made by any Court;
- (2) During the process of allotment, the applications by a *husband* and *wife* pair shall be considered independently for allotment of houses;
- (3) When two Employees, who are occupying separate houses duly allotted to each of them, decide to get married to each other, they shall surrender one of the houses within one month of the marriage. And, when one of the houses is not surrendered, the allotment of the house of the lower type shall be deemed to have been cancelled on the expiry of the said period, and if the

two houses are of the same type, the allotment of one of these quarters, as the HAC may decide, shall be deemed to have been cancelled on the expiry of such period;

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4. Special Situations

This chapter presents the treatment of special situations with regard to allotment of houses on Campus.

4.1 Exemption of License Fee – cum – Rent

Normally, no employee of the Institute shall be provided any house free of charge. Also, the house provided on the Campus shall be *unfurnished* and *without any concession* to the due *License Fee – cum – Rent* to be paid by the Employee as per their eligibility. Any departure from this Rule shall be duly approved by the *Director*.

4.2 Relaxation of Rules

The said rules may be relaxed in the following three cases:

- (1) Temporary allotment of house(s) for purposes of marriage of the Members of the family of Employees of the Institute;
- (2) Allotment of houses to Officers who are *differently-abled*; and
- (3) Allotment of houses for the purpose of medical emergencies.

In the above cases, the Institute may be guided by the relevant norms of the Government of India. The Director shall approve such relaxations on the recommendation of the HAC.

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5.

Maintenance

This chapter presents matters related to the maintenance of houses on Campus.

5.1 Upkeep and Cleanliness

The following are the conditions that need to be adhered to by the Allottees:

- (1) Once a house is allotted to an Employee, the responsibility for upkeep, maintenance and cleanliness of the house and its premises lies *only* with the Allottee;
- (2) The Allottee shall take prior permission of the Institute for any structural modification required to be made towards fixing and maintaining air-conditioners, water coolers, electrical appliances or apparatus (which may require making holes, channels and ducts through the walls of the house). The request seeking permission shall be sent to the *Engineer In-Charge* of the *Office of Infrastructure Engineering*, at least *one month* before the work needs to begin, if permitted;
- (3) The Institute may consider requests for replacing small electrical items (at no charge to the Allottee), subject to the same being rendered dysfunctional by the regular use of the same, as declared by the *Engineer In-Charge* of the *Office of Infrastructure Engineering*;
- (4) The Allottees shall pay charges levied by the Institute from time to time, towards upkeep and cleaning of:
 - (a) Common facilities and common areas adjoining the house; and
 - (b) Facilities towards lifts, lighting and any other common services made available in common areas; and
- (5) The Allottees shall attract penal charges for dropping of garbage out of the collection bins provided for the purpose, not segregating the garbage as advised, and littering the premises; in extreme cases, the Institute may consider initiating penal action.

5.2 Alterations and Modifications

The Institute shall *NOT* approve any alterations and modifications, creation of windows spaces, etc., that are in violation of the approved Campus Master Plan. Also, no Allottee shall make any change herself/himself to the house (its structure, its finishes, or its civil, electrical & mechanical fixtures).

In exceptional cases, subject to valid justification and recommended *Engineer In-Charge* of the *Office of Infrastructure Engineering* of the Institute, the Institute may authorize the Allottee in writing to undertake small modifications inside the house, which may make the building structurally unsafe, deform the buildings, cause seepage, result in short circuiting, deface the exterior of the buildings. These acts of jeopardising the overall safety, durability, façade and functionality of the building, and affecting the comfort of neighbouring residents, shall be grounds for the Institute to take penal action.

Limited amount of modifications, like fixing coolers, air conditioners, and water heaters, which require involving casing and capping, cutting of the wall, creation of ducts and channels, shall be arranged by the Institute, as a onetime exercise at the time of allotment of the house, but before occupying the same.

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6.

Violations

This chapter presents matters related to the Violations by the Allottees of houses on Campus.

6.1 Overstay

Any overstay shall not be permitted in the house beyond the permitted duration. Any unauthorised overstay in the house shall attract levying of higher rate of License Fee-cum-Rent and penal charges as below:

- (1) After an allotment has been cancelled or is deemed to be cancelled under any provisions contained in these HARs, where the house remains or had remained in occupation of the Allottee or of any person claiming through him/her, such Employee shall be liable to pay damages for use and occupation of the residence, services and furniture, of *four times* all charges he/she was paying;
- (2) In the event of death of the Allottee, his/her family may be permitted by the Institute under exceptional circumstance to retain the house for a further period of 9 months over and above the normal concessional period of retention (of 3 months) on payment of *twice* all charges payable for up to a maximum of 9 months. This extended period of retention shall not be admissible, when a dependant of the deceased Employee owns a house anywhere in the country; and
- (3) When an Allottee:
 - (a) Sublets/shares unauthorizedly the house, wholly or partly;
 - (b) Charges License Fee-cum-Rent from the Employee sharing the house at a rate which is considered excessive;
 - (c) Creates any unauthorized structure in any part of the residence;
 - (d) Uses the house or a part of it for any purpose other than for which it is meant;
 - (e) Tampers with the electrical, civil or water connections and meters;
 - (f) Fixes the DTH TV antenna at locations other than the designated ones;
 - (g) Commits any other breach of rules or violates any of the *Terms & Conditions* of allotment;
 - (h) Conducts him/herself in a manner which is prejudicial to the maintenance of harmonious relations with the neighbors; or
 - (i) Has knowingly furnished incorrect information in any application or false written statements with a view to securing the allotment;

the Institute without prejudice to any other disciplinary action that may be taken against him/her, cancel the allotment of the residence. For the purpose of this sub-rule, the term *Employee* includes, unless the context otherwise requires, himself/herself, a member of his/her family, or any person claiming through him/her.

Where action to cancel the allotment is taken on account of unauthorized sub-letting or unauthorized sharing of the house by the Allottee, the HAC can take a decision on merit of the case, and further refer the case, if required, to the *Housing Allotment Disciplinary Committee (HADAC)* as per the provisions given in Chapter 6.6 of these HARs.

6.2 Unauthorized occupation

A person residing in a house or occupying a garage allotted with the house shall be deemed to be unauthorized occupant, under any one, or the following circumstances:

- (1) The house, garage or both are occupied without allotment;
- (2) The Allottee has violated any of the *Code of Conduct* specified in these HARs;
- (3) A duly allotted house is retained beyond the allotted period without prior permission, or if the permission is refused; and
- (4) Penal License Fee-cum-Rent, wherever applicable, is not paid.

On a complaint received against any occupant regarding violation under these rules, the occupant will be served a notice to offer his/her comments in writing on the complaint within seven (07) days from the receipt of such notice. Also punitive actions may be taken after serving a *Show Cause Notice* to be replied within seven (07) days from the receipt of such notice, in case of unsatisfactory reasons or response.

A person declared to be an unauthorised occupant shall be liable to punitive action specified under these rules, besides any disciplinary action as per the Institute Statutes/Rules applicable in case of Institute Employees:

- (1) If the person declared an unauthorised occupant, is not an Institute Employee, the Institute shall take action as per prevalent law with the appropriate municipal & judicial authorities vested under *Public Premises (Eviction of Unauthorized Occupants) Act 1971*; and
- (2) If the person, to whom the residence (or a part of it) is sublet, is also an Institute Employee, he/she would be liable to *disciplinary action* as per Rules of the Institute. In addition, punitive action under these rules may also be taken against such persons.

For the purposes of these HARs, the service of notice shall be deemed to be sufficient for all purposes, if it is sent by eMail, once under registered post or issued by hand on the address of the house concerned.

Such complaint along with the comments or replies, if any, made by the concerned occupant, shall be referred to the HAC. After considering the complaints and the comments, if any, the HAC may drop the complaint, if satisfied with the comments or replies. But, if the HAC is not satisfied with such comments or replies, then it shall refer the same to the *Housing Allotment Disciplinary Committee (HADAC)* for an enquiry. If the HADAC finds the complaint to be valid and the comments unconvincing for reasons to be recorded, then the person concerned shall be given a notice to vacate the premises within 15 days from the date of such notice. In such a case, the said occupant shall be liable to all punitive actions as provided for under unauthorized occupation under these rules.

For violating rules of the *Code of Conduct*, the Allottee will tender him/herself liable to disciplinary action as per Rules of the Institute, in addition to other punitive actions provided under these HARs or any other law in force in the country.

6.3 Breach of Rules and Conditions

The HAC may, without prejudice to any other disciplinary action that may be taken against him/her, cancel the allotment of the residence, if an Allottee:

- (1) Sublets the house unauthorisedly, charges License Fee-cum-Rent from the other Employee sharing the house,
- (2) Erects any unauthorized structure in any part of the house,
- (3) Uses the residence or any portion thereof for purposes other than that for which it is meant,
- (4) Tampers with the electricity or water connection,
- (5) Commits any other breach of rules or other *Terms & Conditions* of the allotment,
- (6) Uses the house or garage or permits or offers it to be used for any purposes, which the HAC considers to be improper,
- (7) Conducts him/herself in a manner which, in his/her opinion, is prejudicial to the maintenance of harmonious relations with his/her neighbors,
- (8) Conducts him/herself in such a manner as to disturb peace in the residential zone or campus in any manner or utilizes or cause to be utilized common facilities for unauthorised purposes (such as parties without the consent of *Engineer In-Charge* of the *Office of Infrastructure Engineering*),
- (9) Has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment.

Further:

- (1) If an Allottee sublets a residence allotted to him/her or any portion thereof or any of the outhouses, garages or stables appurtenant thereto in contravention of these rules, he may, without prejudice to any other action that may be taken against him/her, be charged such damages from the date of cancellation of allotment as may be fixed by the Institute from time to time in this respect;
- (2) Where action to cancel the allotment is taken on account of sub-letting of the house by the Allottee, a period of 7 days shall be allowed to the Allottee, and any other person residing with him/her therein to vacate the premises. The allotment shall be cancelled with effect from the date of vacation of the premises or expiry of the period of 7 days from the date of the orders for the cancellation of the allotment, whichever is earlier;
- (3) Where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relationship with neighbors, the Allottee, at the discretion of the HAC, may be allotted another residence in the same class at any other place;
- (4) The HAC shall be competent to take all or any of the actions under these rules, and also to declare the Allottee ineligible for allotment of a house for the remaining period of his/her service, and the HAC shall intimate the *Competent Authority* for initiating disciplinary proceedings for major penalty under the relevant rules;
- (5) Where any penalty under this rule is imposed by the HAC, the aggrieved Employee, may, within thirty (30) days of receipt of the orders by him/her, file a representation to the Head of Department concerned; such persons shall be heard in person on the date intimated by the concerned *Competent Authority* or by the *Housing Allotment Disciplinary Action Committee (HADAC)* in such orders. And, the original order imposing the penalty shall stand, unless it is modified or rescinded by the *Competent Authority* as a result of the representation.

6.4 Punitive Actions

The HADAC on conducting an enquiry can recommend for suitable punitive action for unauthorized occupation or violation of general *Code of Conduct* applicable to the Employees under these rules as follows:

- (1) An unauthorized occupant will be liable to eviction by the HAC under Section 3 of the Public Premises (Eviction of unauthorized occupants) Act 1971 (Act No. 49 of 1971);
- (2) For the period of unauthorized occupation, the person will be charged *penal License Fee-cum-Rent*, which will be as per the norms laid down by the Institute from time to time. Such penal License Fee-cum-Rent shall, for all purposes, be deemed to be a charge on the salary. The

Institute shall be entitled to deduct or set-off such penal License Fee-cum-Rent from Pension or any other amount due to the Employees due to him/her; and

- (3) The Institute may disconnect the electricity, water and/ or Institute telephone, (if any provided in the concerned premises) at any time after the service of 15 days' notice as provided under these rules; and
- (4) In addition to the provisions in these rules, the *Competent Authority* may take *disciplinary action* in accordance with the relevant statutes, rules and laws enacted by the Parliament of India.

6.5 Sub-letting

No Employee shall sublet the whole or part of the house allotted to him/her.

But, an Allottee proceeding on leave may accommodate in the house any other Employee (who is not allotted a house on campus) as a *Caretaker*, for the duration of the retention period as specified in these rules, but not exceeding *six months* in any case, unless explicitly approved by the *Competent Authority* with prior permission of the *Engineer In-Charge* of the *Office of Infrastructure Engineering*. Further, during this period, the Allottee shall remain personally responsible for any *License Fee-cum-Rent* payable in respect of the house and for any damage caused to the house or its precincts (and grounds or services) provided therein by Institute beyond fair wear and tear.

6.6 Housing Allotment Disciplinary Action Committee

The complaints related to unauthorised occupation and violation of general *Code of Conduct* by the Allottee of the house on campus should be referred to the following *Housing Allotment Disciplinary Action Committee (HADAC)*:

- (1) Coordinator (Faculty) : *Chairman*
- (2) Chairman (HAC) : *Member*
- (3) Security Officer : *Member*
- (4) Registrar : *Member-Secretary*

The Committee will be a *Standing Committee* of the Institute.

The *Terms & Conditions* of the Committee are:

- (1) The Committee should meet immediately on receiving the complaint on unauthorised occupation of the house on campus, and on violation of general *Code of Conduct* applicable to the Employees, and examine the same in the light of the charges made, notices issued by the HAC, the custodian of the house and the responses received from the unauthorised persons resorting to violation of general *Code of Conduct*;
- (2) The Committee shall conduct an enquiry summoning the delinquent to depose and make suitable recommendations in accordance with the Institute rules or *The Public Premises (Eviction of unauthorized occupants) Act 1971*, if found guilty; and
- (3) The Committee shall submit its report along with its recommendations for disciplinary action, including eviction of the premises as per law in force.

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7.

Resolution of Matters

This chapter presents matters related to the Resolution of Matters in case of allotment of houses on Campus.

7.1 Appellate Authority

The *Director* of IIT Jodhpur, will be the *Appellate Authority* for all purposes on the decisions of the HAC, in case of any grievance arising out of the implementation and interpretation of these rules. The decisions pronounced by the Director shall remain final and binding.

7.2 Rules, Procedures and Matters not covered

All rules and procedures and disciplinary provisions applicable in respect of Government of India owned public premises shall be applicable in respect of IIT Jodhpur employees and persons for utilising the official residences and premises of IIT Jodhpur also, wherever specific rules are not framed.

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