

## **A-7 ALLOTMENT OF RESIDENCES**

[Approved by the Executive Council at its Meeting held on 19.12.1991, vide Resolution No. 515]

### **1. SHORT TITLE AND APPLICATION**

- a. These rules may be called the Rules for Allotment of Accommodation/Residences in the School of Planning and Architecture, New Delhi.
- b. They shall come into force with effect from 19th December, 1991

### **2. DEFINITIONS**

- 2.1 'School' means the School of Planning and Architecture Society.
- 2.2 'Allotment means grant of a licence to the School's employee to occupy a residence or a portion thereof owned by the School for use by him as residence, as per the terms of the licence.
- 2.3 Allotment year means the year beginning on 1st January or such other period as may be notified by the School.
- 2.4 'Salary for the purpose of determining eligibility for a class of residence shall include basic pay or any non-practicing allowance only.
- 2.5 Emoluments where applicable under these rules shall include:-
  - i. Pay
  - ii. Special pay, if any
  - iii. Deputation allowances
  - iv. Non-practicing allowance
  - v. Pension including the portion of pension commuted, if any (for re-employed employees only)

In the case of a School employee under suspension the emoluments drawn by him on the first day of the allotment year in which he is placed under suspension on the first day of the allotment year, the emoluments drawn by him immediately before the date shall be taken as emoluments.

- 2.6 Family means the wife or husband, as the case may be, and children, step children, legally adopted children, parents, brothers and sisters of the employees who ordinarily reside with and or dependent on the employee.
- 2.7 He includes she also.
- 2.8 Date of seniority of an employee in relation to a type of residence to which he is eligible means the seniority of the employee in the slab of salary relevant to a particular type or higher type in a post in the School.

#### Explanation

- i. Whenever a staff member becomes entitled to a particular type of residence he would have a date of seniority from the date of entry into the salary slab as prescribed for eligibility for allotment of that type (as per Annexure)) He would however, be entitled to retain his earlier dates of seniority, if any, for the lower type of residence also. Provided that where the date of seniority of two or more employees is the same, the seniority among them shall be determined by the emoluments the employee in receipt of higher emoluments taking precedence over the employee in receipt of lower emoluments; where the emoluments are equal, by the length of service and where the emoluments and length of service are equal, on the basis of the scale of pay of the employee, the Officer working in a post having higher scale of pay taking precedence over the employee in receipt of lower scale of pay.
- 2.9 'Licence fee' means the sum of money payable monthly in respect of residence allotted under these rules.
- 2.10 'Residence' means any residence for the time being under the administrative control of the School.
- 2.11 'Subletting includes sharing of accommodation by an allottee with another person with or without payment of licence fee by such other person.

#### Explanation

Any sharing of accommodation by an allottee with close relations shall not be deemed to be subletting.

- 2.12 'Temporary Transfer' means a transfer which involves an absence for a period not exceeding six months.
- 2.13 'Type in relation to officer means the type of residence to which he is eligible.
- 2.14 'House Allotment committee means a committee to consider allotments of residence and excuse such other functions as are provided in these rules or as specified from time to time.
- 2.15 'Employee' means whole time School employee appointed on a regular basis in the School on a regular scale of pay and does not include persons appointed on projects, schemes, ad-hoc basis and deputation.

#### Explanation

Deputationists holding essential category of posts may be considered for allotment at the discretion of Allotment Committee.

For the purpose of Rule 16 and 18, the expression 'employee' includes, unless the context otherwise required a member of his family.

#### 3.0 ELIGIBILITY OF HUSBAND AND WIFE

- 3.1 No employee shall be allotted a residence under these rules if the wife or the husband, as the case may be or an officer who has already been allotted a residence by the School, Government, semi-government body, autonomous organisation or any local body unless such residence is surrendered simultaneously provided that this sub-rule shall not apply where the husband and the wife are residing separately in pursuance of an order of judicial separation made by any court.
- 3.2 Where two employees in occupation of separate residences allotted under these rules marry each other they shall within one month of the marriage surrender either of the residences allotted to them. Failure to

surrender the residence within the prescribed time will result in automatic cancellation of allotment of both residences and charging of nunitive residence fee for continued occupation.

3.3 Where both husband and wife are employed in the School, the entitlement of each of them to allotment of residence under these rules shall be considered independently.

3.4 An employee owning a house either in his own name or in the name of any member of the family at the place of his duty or in an adjoining municipality shall be eligible for allotment of School residence on payment of licence fee for the School accommodation allotted to him at such rates as may be determined from time to time by the School as applicable to considerable part in the government in accordance which Government rules prescribed thereof.

#### 4.0 CLASSIFICATION OF RESIDENCES

4.1 An employee will be aligible for allotment of a residence of the type shown in the table below:-

Type-I	Salary Less than Rs. 950
Type-II	Salary Less than Rs. 1500 but more than Rs. 950
Type-III	Salary Less than Rs. 2200 but more than Rs. 1500
Type-IV	Salary Less than Rs. 2500 but more than Rs. 2200
Type-V	Salary Less than Rs. 3700 but more than Rs. 2500
Type-VI	Salary Less than Rs. 5000 but more than Rs. 3700
Type-VII	Salary Less than Rs. 7300 but more than Rs. 5000

"May please see Annex I"

Director's Bungalow-Only for Director

#### 5.0 CONSTITUTION OF HOUSE ALLOTMENT COMMITTEE

5.1 Composition of the House Allotment Committee shall be as follows:-

1. Dean of Studies Chairman

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- |    |   |                  |
|----|---|------------------|
| 2. | Three members one each from Professors  | Members          |
| 3. | Assistant Professor and   |                  |
| 4. | Lecturers to be nominated by Director   |                  |
| 5. | Registrar   | Member           |
| 6. | Three members one each from Group-B Group-C and Group-D category of staff to be nominated by Director | Members          |
| 7. | Dy. Registrar (Estt.)<br>(Assisted by Engineer (Maintenance))   | Member-Secretary |

#### Explanation

Any vacancy arising due to withdrawal may be filled by the concerned nominating authority for the residual term.

5.2 Quorum-Five members shall form quorum.

5.3 Functions of The House Allotment Committee shall

- a. decide allotment of residences under the provision of these rules;
- b. ensure proper utilisation of residences;
- c. Exercise powers for cancellation of allotment and take any other action against the allottees for breach of rules and conditions for allotment of residences; and
- d. Consider and decide all other matters relating to School residences as may be referred to it from time to time by the School authorities.

5.4 Appeal

Any appeal against a decision of the House Allotment Committee shall lie with the Director. Such an appeal shall be submitted\* within seven days of decision under intimation to the Estate Office/Estt. Section.

#### 6.0 APPLICATION OF RESIDENCES

6.1 An employee who seeks allotment of residence may submit his

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application in the prescribed form to the School (Annexure-B) and on or before as may be specified by the School in this behalf.

#### **Explanation**

Seniority lists for all types of residences in respect of employees shall be prepared and circulated to the Sections/Units/Departments, etc. and displayed on the Notice Board of the Estate or Admn. Branch every year. However, limited seniority lists upto approximately five times the number of residences likely to be available during a year will be circulated in the beginning of the allotment year and the employees interested in the allotment may submit their application for the same. Seniority for allotment of house under each category the house Allotment Committee shall allot a house to the employee on the basis of seniority of the employees in the slab of salary relevant to a particular type of residence in the School.

#### **7.0 Allotment of Residences**

- 7.1 A residence on falling vacant or becoming available for occupation, shall be allotted to an employee having the earliest seniority case for that type of residence.
- 7.2 No residence shall be allowed to a member of the staff of higher type than he is entitled to. However, if his request for the next lower type than his entitlement is received, he may be considered for the same according to date of his seniority for that next lower type. Provided further that if his name does not figure in the seniority list for the next lower type, his date of seniority shall be deemed to be the same as for the type of residence to which is entitled.
- 7.3 An employee who is on approved leave and is out of station may authorise a member of his family or another employee whose name shall be communicated to the Establishment Section of the School to accept the allotment on his behalf as per rules, provided on rejoining the School he will complete all the formalities.
- 7.4 The reservation of residence for SC/ST employees shall be the same extent and on the same basis as in the Government of India.

#### **8.0 OUT OF TURN ALLOTMENT**

- 8.1 i. In the event of retirement of a School employee who is an allottee of a residence, his son, unmarried daughter or wife or husband, as the case may be, considered for allotment of a residence on the merits of each case.

Provided that the said relation is a School employee eligible for allotment of residence and had been continuously residing with the retiring employee for atleast three years immediately preceding the date of his retirement.

Provided that this concession will not be applicable in cases where the retiring employee or any member of his family owns a house in Delhi/New Delhi or in its periphery.

- ii. The relation eligible for allotment of residence under the preceding sub-rule will be allotted residence one type below his own entitlement and in no case a higher type of residence than the one in occupation of the retiring employees.

- 8.2 If an employee fails to accept the offer of allotment of a residence within 15 days of the issue of allotment letter or fails to take possession of the residence after acceptance within 30 days, the allotment shall stand cancelled and he shall not be eligible for another allotment for a period of six months from the date of the allotment letter and the employee shall be liable to pay licence fee in terms of Rule 11.2.

#### **9.0 OFFER OF HIGHER TYPE OF RESIDENCE**

- 9.1 If an employee occupying a lower type of residence is allotted or offered a residence of the type for which he is eligible, he may, on refusal of the said allotment or offer of allotment be permitted to continue in the previous allotted higher type of residence for a period of six months from the date of allotment letter.

#### **10.0 PERIOD FOR WHICH ALLOTMENT SUBSISTS AND THE CONCESSIONAL PERIOD FOR FURTHER RETENTION**

- 10.1 An allotment of residence originally shall continue in force until the

employee ceased to be in School's service. It shall, however, be competent for the Director to cancel the allotment if the employee breaches any of the terms and conditions of allotment of these rules or for any other sufficient reasons.

10.2 Allotment of a residence shall come to an end automatically on the happening of any of the following events mentioned in col. 1 below. The employee or his legal representatives as the case may be allowed grace period mentioned against each event in col. 2 below, to vacate the premises. The grace period will not confer any right on the allottee/legal representatives as the case may be.

Event	Grace period allowed to vacate the premises
i. Resignation, dismissal, removal or termination of service, cancellation of allotment or unauthorised absence which results in break in service	One month
ii. Repatriation to the parent department	Three months
iii. Retirement or terminal leave	Two months
iv. Death of allottee	Four months
v. Leave (including leave preparatory to retirement, refused leave, study leave, sabbatical leave, leave on medical grounds and extraordinary leave-proceed on training.)	For the full period of duty sanctioned leave
vi. Lien/Deputation	Maximum period of two years

" May please see Annex II "

Note: The cases where the employees are on deputation on projects/schemes within the School shall be decided by the Director on the merits of each case.

10.3 An employee who has retained the residence by virtue of the concession under (i), or (ii) of the Table of sub-rule 10.2 shall, if re-employed, within the period specified in the said table, be entitled to retain that residence and he shall also be eligible for any further allotment of residence under these rules.

Provided that if the salary of the employee on such re-employment do not entitle him to the type of residence occupied by him, he shall be allotted a lower type of residence.

10.4 Any staff member retaining residence beyond the permissible limit as laid down under the relevant event mentioned above, would be required to pay licence fee for the period at the market rate unless he has sought and obtained prior approval of the competent authority for the retention of the residence at the normal licence fee.

10.5 Notwithstanding anything contained in sub-rule 10.2 when an employee is dismissed or removed from service or when his services have been terminated and the School is satisfied and it is necessary or expedient in the interest of the School to do so, the School may cancel the allotment of the residence made to such employee either forthwith or with effect from such date prior to the expiry of the period of one month referred to item (i) of the Table above of sub-rule 10.2.

#### 11.0 PROVISIONS RELATING TO LICENCE FEE

11.1 Where an allotment of residence has been accepted, the liability for licence fee shall commence from the date of its occupation or the fifteenth day from the date of receipt of the allotment letter, whichever is earlier.

11.2 An employee who after acceptance of the residence fails to occupy the same, then he shall be liable to pay licence fee from the fifteenth day of the receipt of the allotment letter upto a period of twenty two days, whereafter the allotment shall stand cancelled in terms of Rule 8.4.

Provided nothing contained herein shall apply where the School clarified that the residence was not ready for occupation and as a result thereof the employee could not occupy the same within the period aforesaid.

11.3 Where an employee, who is in occupation of a residence is allotted another residence and he occupies the residence, the allotment of the former residence shall be deemed to be cancelled from the date of occupation of new residence. He may, however, retain the former residence without payment of licence fee for that day and the subsequent day for shifting.

**12.0 PERSONAL LIABILITY OF THE EMPLOYEE FOR PAYMENT OF LICENCE FEE TILL THE RESIDENCE IS VACATED AND FURNISHING OF SURETY BY TEMPORARY EMPLOYEES**

12.1 The employee who has been allotted a residence shall be personally liable for the payment of licence fee, water, electricity, conservancy and other common charges like staircase light, if any and for any damage beyond normal wear and tear caused thereto or to the furniture, fixture or fittings provided therein by School during the period for which the residence remains allotted to him, or where the allotment has been cancelled under any of the provisions in these rules, until the residence along with the out-houses appurtenant, if any, thereto has been vacated and full vacant possession thereof has been restored to the School.

12.2 Where the employee to whom a residence has been allotted is not a permanent employee, he shall execute a surety bond in the form prescribed in this behalf by the School employee for due payment of licence fee and other charges due from him in respect of such residence.

12.3 If the surety ceases to be in School service or becomes insolvent or ceases to be available for any other reasons, the employee shall furnish a fresh bond executed by another surety within thirty days of such event of fact, and if he fails to do so, the allotment of residence to him shall unless otherwise decided by the School be deemed to have been cancelled with effect from the date of the event.

**13.0 SURRENDER OF ALLOTMENTS AND PERIOD OF NOTICE**

13.1 An employee may at any time surrender a residence by giving intimation so as to reach the School atleast ten days before the date of its vacation. The allotment of residence shall be deemed to be

cancelled with effect from the eleventh day after the day on which the letter is received by the School or the date specified in the letter, whichever is later, If the employee fails to give the notice he shall be responsible for payment of licence fee for ten days or the number of days by which the notice given by him fails short of ten days, provided that the School may accept a notice for a shorter period.

13.2 An employee who surrenders the residence under sub-rule 13.1 shall not be considered again for allotment of School residence for a period of six months from the date of such surrender.

**14.0 CHANGE OF RESIDENCE**

14.1 An employee to whom a residence has been allotted and is in actual occupation of it under these rules, may apply for a change to another residence of the same type.

Provided that not more than one change be allowed in respect of one type of residence.

14.2 All applications for change made in the form prescribed by the School and received upto the 20th day of calendar month shall be included in the waiting list in the succeeding month. For purpose of this rule the employees whose names are included in the waiting list in an earlier month shall be senior to those whose names are included in the list in subsequent months. The inter-seniority of the employees included in the list in any particular month shall be determined in the order of their seniority dates.

14.3 If an employee fails to accept the change of residence within five days of the issue of offer of allotment, he shall not be considered for a change of residence for that type for a period of six months. Such an employee may be considered for change only on his making a fresh application for the said purpose.

14.4 An employee who after accepting a change of residence, fails to take possession of the same, shall be charged licence fee for such residence in accordance with the provisions of sub-rule 1 of the Rule 12 in addition to the normal licence fee for the residence already in his possession, the allotment of which shall continue to subsist.

## 15.0 MUTUAL EXCHANGE OF RESIDENCE

15.1 Employee to whom residences of the same type have been allotted may apply for permission to mutually exchange their residences and permission for such exchange may be granted by the House Allotment Committee after due consideration of various circumstances and if both the employees reside in their mutually exchanged residences for atleast six months from the date of approval of such exchange. This exchange will be treated as change in terms of Rule 14.

## 16.0 MAINTENANCE OF RESIDENCE

16.1 The employee to whom a residence has been allotted shall:-

- a. maintain it to the satisfaction of the School;
- b. keep it in such a manner that it does not become public nuisance;
- c. not carry out any structural changes;
- d. not grow any tree, shrubs or plants contrary to the instructions issued by the School nor cut or chop off any existing tree or shrub in any garden, courtyard or compound attached to the residence save with the permission in writing of the School and trees, plantation or vegetation grown in contravention of this rule may be caused to be removed by the School at the risk and cost of the employee concerned. These provisions, however, will not apply in case if legitimate gardening, lawns, kitchen garden etc.;
- e. shall not use the premises for any purpose other than residence;
- f. shall not use the premises against any rules or by-laws of MCD, DDA or any other local authority whatsoever, and
- g. shall not make any additions or alterations in the premises allotted.

16.2 The School shall have the right of entry into the premises at all

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reasonable times for purpose of inspection on account of maintenance or for any valid reasons without prior notice.

## 17.0 SUBLETTING AND SHARING OF RESIDENCE

17.1 No employee shall share/sublet the residence (including out-houses servant quarters and garages) allotted to him except with the prior written permission of the School and or such conditions as may be stipulated by it.

Provided that the sharing shall be permissible with the School employee after obtaining permission.

If the allottee is using the out-houses for the residence of his servant then he will furnish the particulars of the servants allowed to occupy the out-houses to the Estate Branch and Care Taker or Security Officer of the School.

17.2 No employee shall sublet the whole of his residence, provided that an employee proceeding on leave may accommodate in the residence any other employee eligible to share School accommodation, as a caretaker, for the period specified in Rule 10.2.

17.3 The allotment of a residences of an employee shall be cancelled if he sublets or shares the accommodation with another employee without obtaining prior permission of the School.

Not withstanding any other provision herein contained, the liability to pay licence fee and other charge shall be that of the allottee.

## 18.0 CONSEQUENCE OF BREACH OF RULES AND CONDITIONS

18.1 If any employee, to whom a residence has been allotted un-authorisedly sublets the residence or charges rent from the sharer at a rate which the School considers excessive or erects any unauthorised addition or alteration in any part of the residence or uses the residence or any portion thereof for any purpose other than that for which it is meant for i.e. residence or tampers with the electricity or water connection or commits any other breach of the rules in this

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regard or of the terms and conditions of the allotment or uses the residence or premises to be used for any purpose which the School considers to be improper or conducts himself in manner which in the opinion of the School is prejudicial to the maintenance of harmonious relations with his neighbours or has knowingly furnished incorrect information in any application or written statement with a view to secure the allotment, the School may, without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the residence after giving due notice.

- 18.2 If an employee sublets a residence allotted to him or any portion thereof, or any of the out-houses, garages appurtenant thereto in contravention to these rules, he may without prejudice to any other action may be taken against him. His allotment will be treated as cancelled and he would be required to vacate the residence within one month of its cancellation. The employee or person staying in it, without prejudice to any other action that may be taken against such an employee, he shall be charged from the date of cancellation of allotment ten times the prescribed licence fee for a period of two months and fifteen times subsequently. If the unauthorised sharing/subletting is not brought to an end or the residence is not vacated at the end of the two months from the date of cancellation, the defaulting employee may also be debarred from sharing a residence with another employee of the School for a period of one year and will also be liable to be proceeded against under the provisions of public premises (Eviction of unauthorised occupants) Act.
- 18.3 Any outside person staying with the employee unauthorisedly shall be treated as trespasser and appropriate action will be taken against him by the School.
- 18.4 Where the allotment of residence of an employee is cancelled for his conduct prejudicial he may, at the discretion of the School, be allotted another residence of the same type at any other place.
- 18.5 The School may take all or any of the actions under sub-rules 18.1 and 18.2 of this rule and also declare the employee who commits a breach of the rules and instructions issued to him, to be ineligible for allotment of a residence for a period not exceeding three years.

## 19.0 OVERSTAYAL IN RESIDENCE AFTER CANCELLATION OF ALLOTMENT

- 19.1 Where after an allotment has been cancelled or is deemed to be cancelled under provision contained in these rules the residence remains or has remained in occupation of the officer/employee to whom it was allotted or of any person claiming through him such officer/ for use and occupation of the residence, services, furniture and garden charges as may be determined by the School from time to time or twice the licence fee, he was paying whichever is higher provided that an officer/employee who was paying prescribed licence fee as allowed by the House Allotment Committee to retain on special cases for a period not exceeding six months beyond the period permitted on payment of twice the standard licence fee but not exceeding 30 per cent of the emoluments drawing by him.

## 20.0 INVENTORY OF RESIDENCE

- 20.1 The employee who has been allotted a residence shall sign an inventory of fixtures and fittings at the time of taking over the residence and shall ensure its proper handing over to the School at the time of its vacation.

## 21.0 CONTINUANCE OF ALLOTMENT MADE PRIOR TO THE ISSUE OF THESE RULES

- 21.1 Any residence which was allotted under the rules then in force i.e. before the commencement of these rules, shall be deemed to have been allotted under these rules, notwithstanding the fact that the employee to whom it had been allotted was not entitled to a residence of that type and all the preceding provisions of these rules shall apply in relation to that residence and that employee accordingly.

## 22.0 INTERPRETATION OF RULES

- 22.1 If any question regarding the interpretation of rules arises it will be decided by the Director keeping in view the recommendations of the House Allotment Committee.

## 23.0 ALTERATION OF THE RULES

- 23.1 a. The power of amending or adding or repealing these rules or



any of them shall vest in the Executive Council.

b. Save as provided in these rules or any amendments thereto shall be binding on every employee/officer occupying the residence or to whom residence has been allotted.

#### 24.0 RELAXATION OF RULES

24.1 The Director may for reasons to be recorded in writing relax any or all of the provisions of these rules in the case of any officer/employee or residence or class of officer or residence subject to approval of the Executive Council.

#### 25.0 DELEGATION OF POWERS AND FUNCTIONS

25.1 The Director may delegate any or all the powers conferred upon him by the rules to any under his control subject to such conditions as it may deem fit to impose.

### STATEMENT INDICATING THE FORMULA FOR FIXATION OF FLAT RATE OF LICENCE FEE FOR DIFFERENT TYPES OF ACCOMODATION

Type of Accommodation	Range of living area (sq.m.)	Flat rate of Licence Fee uniformly applicable in the School (in Rupees)
Type-I	41 to 50	75
Type-II	56 to 65	95
Type-III	59 to 75	150
Type-IV	76 to 91.5	220
Type-V	Upto 106	250
Type-VI	Upto 159.5	370
Type-VII	Beyond 159.5	500+100 for servant quarter and garage
Director's Bunglaw	189.5 to 224.5	630+100 for servant quarter and garage

May please see Annex III

## Annexure-I

An employee will be eligible for allotment of a residence of the type shown in the table given below:

क्र.सं./Sl. No.	पात्रता टाइप/Entitle Type	7 सीपीसी के अनुसार स्तर/Level as per 7 <sup>th</sup> CPC
1.	टाइप/Type-I	स्तर/Level - 1
2.	टाइप/Type-II	स्तर/Level - 2 to 3
3.	टाइप/Type-III	स्तर/Level - 4 to 5
4.	टाइप/Type-IV	स्तर/Level - 6 to 10
5.	टाइप/Type-V	स्तर/Level - 10 to 11
6.	टाइप/Type-VI	स्तर/Level - 12 & 13A1
7.	टाइप/Type-VII	स्तर/Level - 14

## Annexure-II

### Annexure-53/EC/IX

#### Rule 10.2

<u>Event</u>	<u>Existing</u>	<u>Proposed</u>
(i) Resignation, dismissal, removal or termination of service, cancellation of allotment or unauthorised absence which results in break in service.	One month	One month
(ii) Repatriation to the parent department.	Three months	Three months (There is no separate provision in Govt. Rule)
(iii) Retirement or Terminal leave.	Two months	Four months
(iv) Death of allottee.	Four months	12 months
(v) Lien/ Deputation/ on proceeding on foreign service in India.	Two years	Two months (as per Govt. Rules)
(vi) Leave (including leave preparatory to retirement, refused leave, study leave, sabbatical leave, leave on medical grounds and extra-ordinary leave proceed training).	For the full period of duly sanctioned leave	For the full period of duly sanctioned leave ((There is no separate provision in Govt. Rules).

**STATEMENT INDICATING THE FORMULA FOR FIXATION OF FLAT RATE OF LICENCE FEE FOR DIFFERENT TYPES OF ACCOMODATION**

Type of Accommodation	Range of living area (sq.m.)	Flat rate of Licence Fee uniformly applicable in the School (in Rupees)
Type-I	41 to 50	370
Type-II	56 to 65	560
Type-III	59 to 75	560
Type-IV	76 to 91.5	750
Type-V	Upto 106	1400
Type-VI	Upto 159.5	1840
Type-VII	Beyond 159.5	2200
Director's Bunglaw	189.5 to 224.5	--