

## **ANNEXURE**

### **TERMS OF ACCEPTANCE**

- I. The employee to whom a residence has been allotted shall be personally responsible for payment of licence fee thereof and for any damage beyond fair 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.
- II. The liability for licence fee shall commence from the date of occupation of the residence or from the 15<sup>th</sup> day after the date of allotment of the residence, whichever is earlier.
- III. An allottee shall be required to sign an inventory of the fittings and fixtures at both the times of takeover/handover of the residence.
- IV. An allottee shall not use the same for any purpose, except for residence with his/her family, and shall maintain the premises and the compound, if attached thereto, in a clean and hygienic condition.
- V. An allottee is not allowed to cut down trees or pruned of the premises without the consent of the Professor-in-charge, Horticulture.
- VI. No plantation shall be carried out in the vicinity of the residential accommodation so that the structure of the building shall be affected.
- VII. The allottee shall regularly pay all license fees and other charges as may be levied from time to time, within the period mentioned on the license fee roll, on receipt of the license fee roll, unless the same are recovered through the allottee's salary bills.
- VIII. The allottee shall not make any additions or alternations to the buildings or tamper with fittings or electrical installations or make any unauthorized constructions and/or extension to the electric and/or water supply lines without specific permission of the competent authority.
- IX. Any incidence of infectious disease in the residence must immediately be reported to the Medical Officer of the Institute, and all precautions taken to prevent the spread of the infection.
- X. The allottee is requested to not to rear cows, goats, buffalos, pig, hens etc, as per Office Order No. MS/B-11(101)/580/88 dated 31.08.1988.
- XI. The allottee shall be *deemed* to be a licensee not a tenant.
- XII. An offer of allotment of an accommodation shall be accepted by the allottee within eight days from the date of allotment of the accommodation.
- XIII. The allottee may accept the allotment of the accommodation by himself or through an authorized representative.

### **NON – ACCEPTANCE OF RESIDENCE ALLOTTED**

- (i) If an allottee fails to accept the allotment of residence within 08 days of the date of allotment or fails to move into the residence within 15 days of the date of allotment or handing over the residence key, following completion of the regular maintenance work, whichever is later, or fails to accept the alternative accommodation offered in consequence of any decision of the Director, the allottee if he/she is occupying any Institute residence shall be debarred for another allotment for a period of 12 months from the date of allotment letter.
- (ii) If an allottee occupying a lower type of accommodation refuses to accept the offer of an accommodation of the type for which he/she is eligible, he/she shall be permitted to continue in the previously allotted accommodation.

Provided that such allottee shall be not eligible for another allotment for a period of one year from the date of non-acceptance of such allotment.

### **BREACH OF CONDITIONS OF ALLOTMENT**

- (i) If an employee to whom a residence has been allotted commits any breach of these conditions 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 which the Director considers to be improper, or conducts himself in a manner which in the opinion of the Director is prejudicial to the maintenance of the harmonious relation with his/her neighbours, or of maintenance of peace or sanitation in the campus, or if it is found that the employee has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment, the Director, may without prejudice to any other disciplinary action that may be taken against him/her.
  - (a) Cancel the allotment of that residence to him/her and Declare him/her as ineligible for Institute residence for a specific period provided that where the allotment of a residence is cancelled for conduct prejudicial to the maintenance of harmonious relations with the neighbours, an employees may be allotted another residence of the same type at any other place.
- (ii) For the purpose of this clause " Improper use" shall include;
  - (a) Creating unauthorized structures in any part of the residence;
  - (b) Using the residence or a portion thereof for purposes other than those for which they are meant; and
  - (c) Unauthorized extension from electricity and water connections or tampering therewith.

### **LICENSE FEE ON CANCELLATION OF ALLOTMENT**

- i. Where, after the cancellation of an allotment or allotment is deemed to have been cancelled under clauses 10 (i), 16 (ii), (iii) and 17, the residence remains or has remained in occupation of an employee to whom it was allotted or of anyone claiming through her/him, then without prejudice to any other action that may be taken against her/him, damages as per rules as given in Clause 13(5) shall be charged for the period of such occupation.
- ii. Provided that an employee or his/her family only, may be allowed in special cases to retain a residence on payment of damages as indicated under Clause 13 (5) beyond the period permitted.

iii. **Fixation or revision of licence fee for accommodation:-**

- (a) The normal license fee for accommodation shall be revised every three years based on the Average All India Consumer Price Index (CPI) by the Central Government and shall be applicable to all types of accommodation of the Institute.
- (b) The revised rate shall take effect from the 1<sup>st</sup> July of the year next following, or from such other date as the Central Government may direct.

**SURRENDER OF RESIDENCE**

An allottee may with prior permission of the Director surrender the residence made to him/her under these conditions and if he does so:

- I. He/she will not be eligible to apply for allotment of another Institute quarters during the period of 12 months from the date of actual surrendering the residence. Any application made after this period will be considered only after the expiry of 12 months from the date of receipt of his/her application, in the Estate Office.
- II. An allottee to whom a residence has been allotted shall, before vacating the residence, give not less than 10 days' notice in writing to the Estate Office.
- III. While vacating a residence, it should be handed over to the Estate Office in a habitable state of cleanliness or the residence shall be cleaned by the maintenance section and the expenses/charges to clean the residence shall be recovered from the concerned allottee.

**SUBLETTING AND SHARING OF RESIDENCE**

- (i) An allottee shall be sublet the allotted residence including garage or any portion thereof. On violation of this, the allotment shall deemed to be cancelled.
- (ii) If an allottee sublets a residence allotted to him/her or any portion thereof any of the outhouse or garages in contravention of these rules, he/she may without prejudice to any other action that may be taken against him/her, be charged such damages as given in Clause 13 (5) for the entire period of subletting prior to cancellation of the allotment or as may be determined by the Institute from time to time in this respect.
- (iii) 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.
- (iv) Also the allottee may be declared ineligible for allotment or residential accommodation for the remaining period of his service and disciplinary proceedings for major penalty under the rules will be initiated.

**EVENTS & PERIODS FOR RETENTION OF RESIDENCE**

An employee or his/ her family may retain the residence on the occurrence of any of the events specified below for the period specified thereof, provided that he or his/ her family resides therein. The allotment of the residence shall be DEEMED TO BE CANCELLED after the period stated below:

**(1) Concessional period of retention:-**

The allottee may, subject to the conditions laid down in these rules, be permitted to retain the accommodation on the happening of any of the events specified in column (2) of the table below, for the period specified in the corresponding entry in Column (3) thereof, provided that the accommodation is required for the bonafide use of the allottee or members of his family. However the Director at its discretion may allow for retention of residential accommodation beyond the permitted period on payment of normal licence fee in exceptional cases:-

Sl no.	Events	Permissible period for retention of accommodation
(1)	(2)	(3)
(i)	Resignation, dismissal or removal from Service, termination of service or unauthorized absence without permission, compulsory retirement [under CCS (CCA) Rules, 1965] and for non-regular Government servants.	One month on normal licence fee
(ii)	Retirement, voluntary retirement, retirement on medical grounds, terminal leave or compulsory retirement [under FR 56 (j)], retirement on deputation from ineligible organizations during the initial constitution of such organization, technical resignation, death of allottee on re-employment (irrespective of retention availed on retirement) and death of an allottee who is not a regular Institute employee or deputation outside India	Six months on payment of licence fee as under: for first 2 months - normal licence fee next 2 months- 05 times of normal licence & next 02 months - 10 times of normal licence fee.
(iii)	Transfer to Kolkata, Bhubaneswar or any other extension centre from the existing place, transfer to an ineligible office in the same station, on proceeding on foreign service in India, temporary transfer in India or transfer to a place outside India or deputation within India.	Two months on normal licence fee plus six months on double licence fee.
(iv)	To eligible spouse or ward in case of death of the allottee or in case of missing persons (from the date on which Police authority have certified the employee is missing).	Twelve months on normal licence fee and for a further period of twelve months on normal licence fee provided the deceased or missing allottee or any member of the family does not own a house at the place of occupation of accommodation.
(v)	Study Leave / Sabbatical Leave	Actual period of leave or two years, whichever is earlier.
(vi)	All authorized and sanctioned leave except extraordinary leave without medical grounds, on proceeding on training, and on transfer to a non-family station abroad declared by the Institute (provided the allottee or members of family does not own a house at the last place of posting)	For the full period of leave/posting on normal licence fee.

(vii)	On transfer or deputation to Central Govt., Public Sector Undertaking, Statutory and Autonomous bodies on their initial constitution.	Sixty months on normal licence fee plus House Rent Allowance drawn by the allottee from the organization.
(viii)	Leave preparatory to retirement or refused leave granted under FR 86 or earned leave granted to Institute Employees who retired under FR 56 (i).	For the full period of leave on full average pay subject to a maximum period of one hundred and eight days in the case of leave preparatory to retirement and four months in other cases, inclusive of the period permissible in the case of retirement on normal licence fee
(ix)	On mandatory posting to Central Govt., Public Sector Undertakings, Statutory and Autonomous Bodies	Full period of posting on normal licence fee plus House Rent Allowance drawn by the allottee from the organization.
(x)	Retention in case of re-employment. – Employees re-employed or allowed to continue in the same post after superannuation for an extended period.	<p>(i) are eligible to retain the quarter till the end of the fixed / extended period of tenure.</p> <p>(ii) are eligible for concessional period of retention of residential accommodation on the termination of their re-employment.</p> <p>(iii) No retention is allowed if the retired employee had availed the retention, even for a period less than the permissible period, after retirement prior to re-employment.</p> <p>(iv) The allottees re-employed / appointed in an office eligible for residential accommodation and provided with rent-free accommodation will be allowed only one month of retention on demitting office.</p>

- (1) The licence fee-free allottees shall be allowed to retain the accommodation for a period of one month on retirement. Provided that on expiry of one month period, the allottee shall pay licence fee for retention of accommodation as prescribed in these rule.
- (2) All allottees to the Institute Accommodation shall furnish a self-certificate to the Estate office in case they are on leave for more than six months and retention of accommodation is required for family.
- (3) In case licence fee has not been received continuously for a period of four months from an allottee or the Drawing and Disbursing Officer of office of the allottee the allotment of accommodation of the concerned allottee shall be cancelled.

**(4) Damages for Unauthorized Occupation:**

Charging of damages from unauthorized occupants of Residential Accommodation- Revised rates of damages for unauthorized occupation of Residential Accommodation of the Institute with effect from **01/07/2016**.

<b>Type of Accommodation and Rates of Damages to be charged for the first month</b>			
<b>Type I to IV</b>	<b>Type V and above</b>	<b>Servant Quarters</b>	<b>Garages</b>
40 times of normal licence fee	50 times of normal licence fee	50 times of normal licence fee	50 times of normal licence fee

**Damages for unauthorized Occupation:**

The damages will be charged from the date of cancellation of allotment to the date the Residential Accommodation is vacated by the unauthorized allottee and the rate of damages for unauthorized occupation for each type of Residential Accommodation shall increase in telescopic method from second month onwards i.e. for second month - damages+10% of rate of damages; for third month - damages + 20% of rate of damages; for fourth month - damages + 40% of rate of damages; and so on, limiting to the maximum 5 times of rates of damages charged during the first month of unauthorized occupation.

Damages for subletting: Telescopic method will be made applicable for unauthorized occupation in proved subletting cases with effect from 1-7-2016 on all unauthorized occupants as on 1-7-2016 and who will be declared unauthorized henceforth. The rates of damages will be calculated as two times of damages for first month; two times of damages + 10% two times of damages for second month; two times of damages + 20% two times of damages for third month; two time of damages + 40% two times of damages for fourth month and so on, limiting to the maximum 5 times of damages charged in such proved subletting cases during the first month.

Water charges, Furniture charges, etc., if applicable, will be charged apart from the above-mentioned damages at the normal rates only.

**Issue of vacation notice and show cause notice to the allottees.-**

The vacation notice shall be issued to all the allottees of accommodation or to their families at least fifteen days before the date of expiry of the permissible period of retention.

In case where the allottees have not vacated the quarters after expiry of permissible retention period, the concerned authority will issue show cause notice to such unauthorised occupants under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971).



Administrative Officer  
Estate Office