

## **REGULATIONS FOR ALLOTMENT OF RESIDENTIAL ACCOMMODATION**

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

- A) These Regulations may be called the Islamic University of Science and Technology (IUST) Regulations for allotment of Residential Accommodation.
- B) These shall come into force on the date of Notification by the University. Any addition /amendments by the Executive Council of IUST from time to time shall take effect from the date of approval unless otherwise specified in this regard.

### **2. DEFINITIONS**

**2.1 “University”** means Islamic University of Science and Technology (IUST).

**2.2 “Employee”** means whole time employees of the University both teaching and non- teaching whether permanent or contractual or temporary or on probation and other persons re-employed on whole time basis but shall not include part-time persons, persons working in the University on daily wages or employed through Contractors.

#### ***EXPLANATION:-***

- a) *Employees on deputation or Lien working against sanctioned vacancies may be considered for allotment of accommodation /residence.*
- b) *All whole time persons working in the sanctioned sponsored projects / schemes in any Department / College may also be considered for allotment of accommodation / residence (if married) depending on availability.*

**2.3 “Family”** means wife or husband, as the case may be, and children, step-children, legally adopted children, parents, brothers and sisters of the employee as ordinarily reside with, and are dependent on employee.

**2.4 “Residence”** means any residence under the administrative control of the University and includes future residences as may be provided by the University for accommodation of its employees but does not include Student Hostels, Guest Houses or such other buildings /structures etc. for the purpose of these Regulations.

**2.5 “Sharing of Residence”** Sharing of accommodation means sharing of residence by the allottee with another employee of the University. Sharing of residence shall be permitted subject to satisfaction of the following:-

- a) Sharing of residence would be subject to the permission of House Allotment Committee.
- b) Sharing of residence should not be taken as subletting since subletting of residence is not permissible under University norms.
- c) University employees sharing residence shall have to pay rent as well as licensee fee as prescribed from time to time.
- d) An employee proceeding on authorized leave may accommodate in the residence any other employee belonging to the same rank /category to share University accommodation, as a Caretaker, for the said leave period
- e) Notwithstanding any other provision herein contained, the liability to pay license fee and other charges shall be that of the allottee. However, this arrangement shall have to be made with the permission of House Allotment Committee.

***EXPLANATION:-***

*Any sharing of a residence by an allottee with his family members shall not be deemed to be subletting.*

**2.6 “Subletting”** includes sharing/renting of an accommodation by an allottee with another person without the permission of a House Allotment Committee and with or without payment of license fee by such person.

**2.7 “Allotment”** means grant of license to a University employee to occupy a residence or a portion thereof, owned by the University, for use by him / her as a residence, as per the terms of the license.

**2.8 “Allotment Year”** means the year beginning on 1<sup>st</sup> January or such other period as may be prescribed.

**2.9 “Criteria”** for the purpose of determining eligibility for a type of residence shall be the Basic pay in the existing substantive Pay Band(s ) including applicable AGP or GP as may be revised from time to time.

**2.10 “Priority Date”** of an employee in relation to a type of residence to which he/she is eligible means the earliest date from which he has been continuously drawing salary relevant to Basic pay in the existing substantive Pay Band(s) including applicable Academic Grade Pay(AGP) or Grade Pay(GP).

***EXPLANATION:-***

*Whenever an employee becomes entitled to a particular type of residence the date of priority will be determined from the date of entitlement of the Basic pay in the existing substantive Pay Band(s) including applicable AGP or GP as prescribed for eligibility for allotment of that particular type. He/ She would, however, be entitled to retain his / her earlier dates of priority, if any, for the lower type of residence also. Provided that where the priority date of two or more employees is the same, firstly the tie shall be resolved on the basis of length of service, to be determined as prescribed in the University Statutes. In case the tie still remains unresolved the priority shall be determined on the basis of age of the employee(s) concerned. Where all the above factors are equal, tie will be resolved by draw of lots.*

**2.11 “House Allotment Committee”** means a committee constituted by the Hon’ble Vice Chancellor to consider allotment of residences under these Regulations and to exercise such other functions as may be assigned to it by the Hon’ble Vice Chancellor from time to time.

**2.12 “License Fee”**

a) “License Fee” means the sum of money payable monthly in respect of any type of residence allotted to an employee under these regulations and shall be such as may be fixed from time to time by the House Allotment Committee after the approval of the Hon’ble Vice Chancellor.

b) License Fee does not cover Electricity and Water charges which are to be paid separately on monthly basis by the dweller.

**2.13 “Type”** in relation to an employee means the type of residence to which he/she is entitled.

### **3. ELIGIBILITY**

**3.1** No employee shall be allotted a residence under these Regulations, if the wife or the husband, as the case may be, has already been allotted a residence by the University. This shall not however apply where the husband and the wife are residing separately in pursuance of an order of judicial separation made by any Court or otherwise.

**3.2** Where two employees in occupation of separate residences allotted under these Regulations marry each other they shall within one month of the marriage surrender either of the residences allotted to them.

**3.3** Where both husband and wife are employed in the University, the house would be allotted in the name of either of the two at their option on the basis of entitlement to a particular type of residence.

**3.4** No employee can claim allotment of residence as a matter of right. However, the allotment of accommodation to an employee shall be subject to fulfillment of eligibility criteria and availability of accommodation and other conditions prescribed in these Regulations.

**3.5** The re-employed pensioner(s) both in the category of Faculty and Staff member(s) shall also be eligible for allotment of accommodation corresponding to the eligibility of regular employee(s) appointed in the respective Pay bands along-with AGP / GP depending on the availability of accommodation.

### **4. APPLICATION FOR ALLOTMENT**

**4.1** An employee who seeks allotment of residence may submit his / her application in the prescribed form and by such date as may be specified by the University.

***EXPLANATION:** - The Member Secretary, on behalf of House Allotment Committee, will issue a circular every three months asking for applications for available accommodation. Besides, the employees desiring accommodation on campus may also apply on the prescribed format even if the circular has not been issued as yet*

**4.2** The University employee(s) whose stay in the campus is one of the mandatory conditions of his Offer of Appointment/ engagement or whose stay in the campus is considered to be necessary by way of any order / instruction passed from time to time shall be allotted accommodation under these Regulations unless otherwise prescribed by the Competent Authority.

**4.3** All applications received within the prescribed time limit shall be registered in the office of the Member Secretary who shall prepare lists according to the type of accommodation to which an applicant is entitled on the date of his / her application under these regulations.

**4.4** The Member Secretary on behalf of House Allotment Committee, shall notify the priority list upto approximately five times the number of residences likely to be available during a year for all types of accommodation on the basis of written applications received from the concerned employee in the beginning of the allotment year and circulated to the College /School /Department /Sections etc. and displayed on the Notice Board.

## **5. CONSTITUTION OF HOUSE ALLOTMENT COMMITTEE**

**5.1 Composition:** - The composition of House Allotment Committee shall consist of the following: -

- (a) One faculty member of the level of Associate Professor / Professor to be nominated by the Hon'ble Vice Chancellor as Chairman for a period of two years.
- (b) Other members to be nominated by the Hon'ble Vice Chancellor for a period of two years comprising of the following:-
  - i) One Senior Faculty Member of the level of HOD each from two Schools.
  - ii) One non-teaching staff member of the level of Assistant Registrar or equivalent and above
  - iii) Deputy Registrar/In-charge Estates – Member Secretary.

***EXPLANATION:** - Vacancies arising due to any reason may be filed up by the Vice Chancellor for the residual term.*

**5.2 Quorum:** - Majority of the members shall form the quorum.

**5.3 Functions:**-The House Allotment Committee shall:

- (a) Allot residences under the provision of these Regulations.
- (b) Ensure proper utilization of residences.
- (c) Exercise powers of cancellation of allotment and take any other action against the allottees for breach of Regulations and conditions for allotment of residences and
- (d) Consider and decide all other matters relating to the University residences as may be referred to it by the University from time to time.

**5.4 Appeal:**-An appeal against a decision of the House Allotment Committee shall lie with the Hon'ble Vice Chancellor. Such an appeal shall be submitted by the appellant within Thirty days of the Notification of the decision of the House Allotment Committee.

## **7 ALLOTMENT OF RESIDENCES**

**7.1** Criteria for allotment of residences:

- I. Distance from the permanent place of residence. In case the distance from permanent place of residence is same, then ;
- II. Gender: Females shall get preference.
- III. Seniority.

**7.2** A residence, on falling vacant or becoming available for occupation, shall be allotted to an employee having the earliest priority date for that type of residence out of the priority list for that year.

**7.3** An employee, who is on authorized leave and is out of station may authorize a member of his family or another employee whose name shall be communicated to the Estates branch to accept the allotment on his behalf as per regulations, provided that on his rejoining duty after leave, he/she will complete all the requisite formalities.

**7.4** No residence of higher type than the employee is entitled to shall be allotted to an employee. However, if accommodation of the entitled type is not available to an applicant, then he / she may be allotted the accommodation of the next available lower type, provided he/she has opted for this arrangement in the application. In this case, the applicant will have higher priority over the applicants who are entitled to that type of accommodation. This will be treated as a purely temporary arrangement and the

applicant will continue to remain in the priority list for the type of accommodation to which he/she is entitled.

**7.5** In case of 7.4 above, as soon as the accommodation of his/her entitled type is allotted, he/she would be required to move to the newly allotted accommodation and vacate the previously allotted accommodation.

**7.6** In case, where the employee has requested for allotment of accommodation or in whose case stay in the campus has been ordered to be a mandatory condition and if the availability of entitled type or lower type is not available, he may be allotted the accommodation of higher type subject to the Regulation 7.4 above.

**7.7** The House Allotment Committee, in order to ensure occupation of existing accommodation by the allottees as per the eligibility criteria, shall redraw the allotments within 30 days after the notification of these regulations moving from lower entitled type towards higher. In case of non-availability of entitled accommodation in the lower type, the allottees shall be adjusted temporarily in the next higher category as per priority subject to Regulation 7.4 above.

**7.8** The Vice Chancellor may at his discretion, authorize allotment of residence(s) to the employee(s) according to their entitlement out of turn, subject to the condition that the discretionary quota shall not exceed 5% of total no. of residences. License fee at normal rates shall be charged from such allottee(s). However, this out of turn allotment may be reviewed every one year by the Vice Chancellor.

## **8 OUT OF TURNALLOTMENT**

**8.1** Out of turn allotment not exceeding 10% of the type of accommodation as per classification may be reserved for employees belonging to essential services by the House Allotment Committee, subject to the approval of the Vice Chancellor, as under:-

<b>S.No.</b>	<b>Essential Category</b>
1.	Registrar
2.	Finance Officer
3.	Librarian
4.	Dean of Students
5.	University Engineer / (Electrical / Water Supply) Engineer
6.	Chief Security Officer / Dy. Security Officer
7.	P.S. to Vice-Chancellor
8.	Medical Officer / Dy. Medical Officer
9.	Medical Aid Center Staff
10.	Drivers
11.	Maintenance Supervisor / Electrician / Plumber
12.	Guest House Manager / Staff
13.	Telecom / Network / Light & Projection Operator Staff
14.	Warden*
15.	Specially Abled.
15.	Any other service / category that may be determined as essential by the Vice Chancellor on the recommendations of Registrar.
16	One residential flat shall be kept reserved for use on emergency basis by University officials.

**8.2** The accommodation allotted to above services / category shall not be license free except the category at S.No.14\* at 8.1 above.

**8.3** The essential category staff shall be allotted residence according to their own Entitlement.

**8.4** Whenever any staff member belonging to the essential services category gets a residence on his/her own turn, the essential category quota to that extent will be deemed to have been utilized.

**8.5** The priority accommodation shall be given so long as the person holds the "Essential Post" in the category and shall make himself/herself available for duty at any time of the day or night as may be necessary.

**8.6** In case a person who has already been allotted accommodation under essential category quota is promoted or transferred to a non-essential category post, he/she shall vacate the accommodation allotted earlier to him/her under essential category within 90 days from the date of such order, failing which he/she shall have to pay penal rent as may be assessed by the Estates / Engineering wing.

**8.7** The special **Medical Grounds** certified by the Medical Officer of the University could be considered for out of turn allotment of residences by the House Allotment Committee subject to the approval of the Vice-Chancellor.

## **9 ALLOTMENT OF ACCOMMODATION OTHER THAN THE EMPLOYEES OF THE UNIVERSITY**

Subject to the discretion of the Vice-Chancellor, the employees of the organizations viz. Bank, Post Office, School etc. having their offices within the University campus may be allotted accommodation on fulfillment of the following:-

**9.1** The employees other than the employees of the University, as indicated above, may be allotted accommodation provided their presence in the campus is certified to be necessary by their Head of Department.

**9.2** The accommodation allotted to such employees shall be considered as per the availability.

**9.3** Such allotments when vacated on transfer etc. may be considered in favour of the new incumbent by the House Allotment Committee subject to the approval of Vice-Chancellor.

**9.4** The Rent for accommodation so provided shall be charged on the basis of corresponding equivalent HRA of the University employee for the type of accommodation allotted along with the license fee as may be prescribed.

**9.5** In case such employees are in receipt of House Rent Allowance higher than the corresponding equivalent HRA of the University employee for the type of accommodation allotted; then the amount of higher HRA shall be charged. For the purpose, such employees are required to furnish certificate of HRA from their Head of Department concerned.

**9.6** An employee of such an establishment, seeking accommodation on campus, will apply for accommodation through proper office channel of his establishment.

**9.7** The application should be duly supported by a Surety Bond provided by the

Head of the concerned establishment towards payment of regular rent and other charges due from the allottee in respect of the type of accommodation provided and shall also indemnify the University in case of any default towards payment of rent and other charges due from the allottee.

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

**10.1** An allotment of residence ordinarily shall continue in force until the employee ceases to be in University service. It shall however be in the competence of the Vice Chancellor to cancel the allotment if the employee breaches any of the terms & conditions of allotment of these regulations or for any other reason.

**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, on their written request may be allowed grace period mentioned below against each event to vacate the premises subject to advance payment of rent, license fee or other charges as may be prescribed from time to time. The grace period will not confer any right on the allottee/ legal representatives as the case maybe:

<b>S. No.</b>	<b>Event</b>	<b>Grace period allowed to vacate Premises</b>
1	Resignation, Dismissal, removal or termination of service, cancellation of allotment or unauthorized absence which results in break in service	Two months
2	Retirement or Terminal leave after i) Superannuation ii) Re-employment	Three months on normal license fee; and another three months on double the normal license fee months.
3	Death of allottee	Maximum One year
7	Completion of Contractual employment period	15 days

***Note:-**The cases not covered here in above shall be decided by the Vice-Chancellor on the recommendations of House Allotment Committee.*

**10.3** In exceptional circumstances, the Vice-Chancellor on the recommendations of House Allotment Committee may permit retention of the accommodation beyond the permissible limit prescribed above.

**10.4** Notwithstanding anything contained at 10.2 above, when an employee is dismissed or removed from service or when his services have been terminated and the University is satisfied and it is necessary or expedient in the interest of the University to do so, the University 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 periods mentioned therein.

## **11 PROVISION RELATING TO LICENSE FEE**

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

**11.2** An employee who after acceptance of the residence fails to occupy the same, he will be liable to pay license fee from the fifteenth day of the receipt of the allotment letter up-to a period of thirty days, where after the allotment shall automatically stand cancelled.

**11.3** Nothing contained in this Regulation shall apply where the University Engineer / Estates Officer certifies that the residence was not ready for occupation and as a result thereof the employee cannot occupy the same within the period aforesaid. However, it shall be the duty of the Engineering wing / Estates department to ensure that the vacated house is ready for occupation within a maximum period of 30days.

**11.4** Where an employee, who is in occupation of a residence, is allotted another residence and he occupies the new residence, the allotment of the former residence shall be deemed to have been cancelled from the date of occupation of the new residence. He may, however, retain the former residence without payment of license fee for that day and the subsequent day for shifting. If any employee fails to hand over the possession of former residence after the tenth day of the acceptance of the offer of allotment, penal license fee will be charged for the former residence upto a maximum period of ten days where after the allotment of both the houses will stand cancelled.

**11.5** License Fee will be as under and will be charged from all categories of employees:

S. No.	Accommodation Type	License Fee/ Month
1	Two bedroom Flats	Rs.400/-

No separate maintenance charge shall be charged.

#### **11.6: Payment of Rent, Electricity Charges and Water Charges:**

S.NO	Name Of Accommodation	Type of Accommodation	Rent Per Month	Electricity Charges per Month	Water Charges per month
1.	Teaching / Non Teaching	Two Bedroom Flat	As per the allottees HRA paid to him. *	As per consumption on actual basis.	250/-

- In case of contractual or other such employees, the rent per month shall be equivalent to the HRA of such similar cadre.

#### **11.7 PERSONAL LIABILITY OF THE EMPLOYEE FOR PAYMENT OF LICENSE FEE TILL THE RESIDENCE IS VACATED**

**11.8** The allottee who has been allotted a residence shall be personally liable for the payment of license fee, water, electricity and other common charges, if any and for any damage beyond normal wear and tear caused thereto or to the furniture, fixtures or fittings provided therein by University 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 Regulations, until the residence along with the out-house apartment thereto has been vacated and full vacant possession thereof has been restored to the University.



## **12 SURRENDER OF AN ALLOTMENT AND PERIOD OF NOTICE**

An employee may at any time surrender a residence by giving intimation so as to reach the university at least ten days before the date of its vacation. The allotment of residence shall be deemed to have been cancelled with effect from the eleventh day after the date on which the letter is received by the University or the date specified in the letter, whichever is later. If the employee fails to give the notice, he / she shall be responsible for payment of license fee for ten days or the number of days by which the notice given by him falls short of ten days, provided that the University may accept a notice for a shorter period also. However, this shall not be applicable on the University employee(s) whose stay in the campus is one of the mandatory conditions of his/her Offer of Appointment/ engagement or whose stay in the campus is considered to be necessary by way of any order /instruction passed from time to time.

## **13 CHANGE OF RESIDENCE**

**13.1** An employee, to whom a residence has been allotted and is in actual occupation of it under these regulations, may apply for change to another residence of same type giving his preference for change. Provided that not more than one change be allowed in respect of one type of residence. Provided further that the preference once exercised shall not be changed during that allotment year.

**13.2** If an employee fails to accept the change of residence within five days of the receipt of offer of allotment, he shall not be considered for a change of residence for that type for a period of one year, and thereafter may be considered for change only on his making a fresh application for the said purpose.

**13.3** An employee, who after accepting a change of residence, fails to take possession of the same, shall be charged license fee for such residence in accordance with the provisions of Regulations 11.5 in addition to the normal license fee for the residence already in his possession, the allotment of which shall continue to subsist.

## **14 MUTUAL EXCHANGE OF RESIDENCE**

Employee to whom residence of the same type has been allotted may apply for permission to mutually exchange their residence and permission for such exchange may be granted by the House Allotment Committee after according due consideration. However, the provisions of mutual exchange shall not be permitted in case of employees retiring within one year.

## **15. MAINTENANCE OF RESIDENCE**

**15.1** The employee to whom a residence has been allotted shall:

- a) Maintain it to the satisfaction of the University.
- 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 University nor cut or chop off any existing tree or shrub in any garden, courtyard or compound attached to the residence save with the prior permission in writing of the University; and tree, plantation or vegetation grown in contravention of this rule may be caused to be

- removed by the University at the risk and cost of the employees concerned;
- e) Not use the premises for any purpose other than residence;
  - f) Not use the premises against any regulations or by laws of any Municipal or local authority whatsoever;
  - g) Not make any additions or alternations in the premises allotted and
  - h) The allottees themselves be responsible for their belongings etc.

**15.2** The University officer designated by the Vice-Chancellor or the House Allotment Committee shall have the right of entry into the premises at all reasonable hours for purposes of inspection without prior notice.

## **16. INVENTORY OF RESIDENCE**

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 University at the time of its vacation.

## **17. SUBLETTING OF ACCOMMODATION**

**17.1** No employee shall sublet any part or the whole allotted to him/her.

**17.2** An allottee who sublets part or whole of the residences allotted to him/her shall render himself / herself liable to cancellation of the allotment and eviction from the allotted residence. He/She shall also render himself/herself liable to disciplinary proceedings under rules.

**17.3** An allottee while proceeding on leave may allow any other employee to stay in apportion of his / her residence as a Caretaker for security purposes for a period not exceeding six months with the prior written permission of the House Allotment Committee/ Registry.

## **18. NON-ACCEPTANCE OF ALLOTMENT OFFER OR FAILURE TO OCCUPY ALLOTTED RESIDENCE AFTER ACCEPTANCE**

If an employee on receipt of an allotment order fails to accept the allotment of residence within five days or take possession within eight days of the date of acceptance of the allotment order, the allotment order shall stand cancelled and the concerned employee shall be debarred for allotment for a period of one year from the date of such cancellation. The above cancellation shall be counted as refusal to take possession of the allotted residence and the claim of House Rent Allowance (H.R.A.) shall be governed in terms of the rules prescribed for the purpose.

## **19. CONSEQUENCES OF BREACH OF REGULATIONS AND CONDITIONS**

**19.1** If any employee to whom a residence has been allotted, unauthorizedly sublets the residence or makes any unauthorized addition or alteration in any part of the residence or uses the residence or any portion thereof for any purpose other than residence or tampers with the electric or water connection or commits any other breach of the regulations in his regards or of the terms & conditions of the allotment or uses the residence or premises to be used for any purpose which the University considers to be improper or conducts

himself in a manner which is the opinion of the University is prejudicial to the maintenance of harmonious relations with his neighbors or has knowingly furnished incorrect information in any application or written statement with a view to securing the allotment/change, the University may, without prejudice to any other disciplinary action that may be taken against him, cancel the allotment of the residence.

19.2 If an employee who has been allotted a residence is found, in contravention of these regulations, to have shared or sublet the entire residence or any portion thereof, or any of the out houses, garages apartment thereto, 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 on thereafter would be treated as unauthorized occupant. 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 market rent for 2 months from the date of cancellation of allotment and twice the market rent subsequently. If the unauthorizedly sharing/ subletting is not brought to an end or the residence is notvacated at the end of two months from the date of cancellation, the defaulting employee may also be debarred from sharing a residence with another employee of the University for a period of one year and will also be liable to be proceeded against under the provision of Public Premises (Eviction of Unauthorized Occupants) Act 1971 as amended from time totime.

19.3 Any outside person staying with the employee unauthorizedly shall be treated as a trespasser and appropriate action will be taken against him by the University apart from taking disciplinary action against the employee, besides canceling the allotment in terms of these Regulations.

19.4 Where the allotment of residence of an employee is cancelled for his conduct prejudicial to the maintenance of harmonious relations with neighbors, he may, at the discretion of University, be allotted another residence of the same type at any other place and this will be treated as a change under **Regulations13**.

19.5 The University may take all or any of the action under **sub-regulations 19.1 and 19.2** of this regulations 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 of three years.

## **20 INTERPRETATION OF REGULATIONS**

If any question regarding the interpretation of these Regulations arises in the House Allotment Committee the same will be referred to the Vice-Chancellor for final decision.

Provided further that wherever Regulations for allotment of residences of the University are silent on any subject or requires any modifications/ additions, the Vice-Chancellor may bring the same to the notice of Executive Council for final decision, if he considers it necessary.