

## **Housing rules**

### **Allotment Policy - Faculty Housing Rules-2021**

The Rules below are meant to specify the obligations of the Institute and residents of the faculty accommodation building/**residential apartments/transit accommodation**. The Rules may be called the Faculty Accommodation Housing Rules-2021. The IIITD shall hereinafter be referred to as the Employer.

1. The Employer shall permit the employee who has opted to avail accommodation facility (hereinafter be referred to as the employee), subject to the terms and conditions set out in these Rules, to reside in the allotted accommodation in the building situated at the permanent campus of the Institute mentioned above, including the right of common vehicle parking.

#### **2. Interpretations and Definitions**

For the purpose of these Rules "employee" shall mean self and his/her family (spouse, children and parents of the employee) to whom the accommodation has been allotted. For the duration of their stay, visiting guests of the employee shall be construed as part of his/her family. Further, live-in-maids/servants shall also be treated as part of the employee's family.

#### **3. Use of Premises**

The allotted accommodation shall be used only for private, peaceful, and free of noise residential purposes. The employee or his family, guests, servants should not indulge in any activity which may become any annoyance or cause damage or disturbance to the Employer or the occupiers of other flats in the building. The accommodation shall not be used for commercial purpose, subletting, use as paying guest accommodation etc., nor shall the employee allow the premises to be inhabited by any other persons on permanent basis. No sign, advertisement or notice shall be painted, affixed or hung upon any part of the premises. Common areas of the building such as staircase, pathways, corridors, terrace etc. shall not be utilized for storing the items or for any private use and shall be meant for common services.

Additionally,

- i. The employee shall personally be responsible for any theft or damage to, beyond fair wear and tear, the building, fixtures, furniture, sanitary, fittings, electrical installations, fencing etc. provided therein, during the period of his/her occupation of the allotted accommodation.
- ii. The employee should not make any additions or alterations to the buildings or tamper with fittings or electrical installations, not to make any unauthorised constructions or extension to the electric or water supply lines without specific permission of the Director through the Estate Officer.
- iii. No animal should be kept in the premises or in the compound without prior permission of the Director through the Estate Officer.
- iv. The employee should allow the Estate staff or the workers of authorised contractors to have access to the allotted accommodation at all reasonable hours to inspect the building, water supply, sanitary or electrical installation, fixtures and furniture and to carry out such normal repairs thereto as the Estate Officer may consider necessary for the proper maintenance of the buildings.
- v. The employee should see that no water is wasted by leakage in the water supply fittings or by careless or extravagant use by the occupants and should forthwith report to the Estate Officer any damage to or defect in the building, fixtures and fittings, electrical installations or fencing and gates for necessary action.
- vi. The household garbage should be deposited in a covered bin from which it will be removed by the Sanitary Section of the Institute. On no account such garbage should be thrown in the premises, on the streets or kept exposed to air.
- vii. Any incidence of infectious disease should immediately be reported to the Medical Officer/Unit of the Institute and all precautions taken to prevent the spread of infection.
- viii. No inflammable materials should be stored in the apartments. In case of fire, the Chief Security Officer/Estate Officer should be immediately contacted.
- ix. No staircases should be encroached or fire doors kept locked.

#### 4. **Supplies to the Premises**

The employee shall be directly responsible for the payment of all utilities, viz electricity consumed, DTH Rental and PNG consumed and for all telephone installations (external connections) or reconnection, rental and calls during the **Allotment Period** and for the payment of any other charges payable in connection with the aforesaid, as agreed.

#### 5. **Maintenance Cost and Fixtures and Fittings**

5.1 The Employer shall bear the following expenditure:

1. Major Capital Expenditure,
2. Painting of the building after three years (interiors) and 5 years(exteriors) only if required/as deemed fit by the Competent Authority of the Institute.
3. Annual Maintenance Cost of Lifts and DG sets,
3. Provision of Security,
4. Property or other taxes,
5. Housekeeping expenditure of common areas as included in the FMS contract,
6. Repairs and replacement of fixed electrical fittings such as switches, fans, lights, etc.,
7. Repairs and replacement of plumbing related items, carpentry etc.,
8. Major expenditure on replacement or repairs of sanitary items arising out of manufacturing defects, structural defects, seepage etc., and
9. Expenditure on replacement of Institute provided air-conditioner installed in the drawing rooms of the old faculty residences, if any, in the flat after its accounting life of **07 years only if required or as deemed fit beyond economical repairs**. Residents who do not wish to have the Institute provided air-conditioner in the flat may request the Institute for its removal. In the initial phase, all de-snagging expenses shall be borne by the Institute. All items would be subject to proper cleaning and servicing before handing over to another allottee/employee.

5.2 The License fee charged by the Institute as per norms at the Institute will be utilized towards other maintenance as to be taken up by the Estate Office/Construction wing of the Institute, like:

1. Repairs and replacement of consumable sanitary items, wood work, electric geyser (if any) installed by the Institute (5/flat) in the new faculty residences etc.,
2. Annual maintenance cost of solar water system,
3. Monthly waste disposal charges, and
4. Expenditure on common lighting, and any other recurring maintenance expenses.

All other maintenance expenditure shall be borne by the residents (through a RWA) , like:

1. Repairs and replacement of electrical fittings such as lamps, CFLs, LED, tube lights, sockets, consumable parts of air-conditioners as provided by the Institute etc.
2. The charges for the supply consumed from the DG set power, and
3. Any other expenditure to be made in the allotted accommodation during the allotted occupation period.

5.3 The employee shall, for the duration of the Allotment Period, at his/her own cost maintain the interior and all the fixtures and fittings therein of the Premises in a state of good repair, fair wear and tear accepted, and shall on termination of period re-deliver the Premises to the Employer, subject to fair wear and tear, in the same condition as it existed on the allotment commencement date. The employee accepts, at the time of taking over **possession, that he/she has been delivered accommodation in good condition free from any defects.**

5.4 The employee shall not be entitled to affix any permanent fixtures and fittings into the walls of the Premises without the prior written consent of the Employer.

5.5 Any fixtures and fittings installed by the employee shall be removed by the employee on vacating the premises, unless otherwise agreed by the Employer as at clause 5.4 above. Should the employee fail to remove any authorized fixtures and fittings, such fixtures and fittings shall

become the property of the Employer, without any obligation to compensate the employee therefore. In case such fixtures and fitting are removed, the same shall be at the cost of the Employee.

**6. Alterations**

The employee shall not bring about any alterations or additions, whether structural or not, to the Premises without prior written consent of the Employer. At the time of completion/termination of the occupation period, alternation carried out will need to be undone at the cost of the employee; whether got undone by the Employer or the employee.

**7. Damage to the Premises by the Employee, Family or the Visitor(s) to them**

7.1 The employee shall repair any damage caused to the Premises during the **Allotment** Period. Damage shall cover major loss to the property of the Institute on account of act of residents, guests, his/her servants etc.

7.2 The employee shall not knowingly or negligently cause or allow to be caused any obstruction or blockage of any sewerage pipes, drains and other supply equipment and installations serving the Premises and the RWA or the concerned faculty, as may be decided by RWA, shall remove at their own cost any obstruction or blockage which occurs in such pipes or drain as a result of his actions and, where necessary, shall cause, at his own cost, such sewer, pipe or drain to be repaired.

7.3 Should the Premises at any time during the Allotment Period be destroyed or be so damaged, by whatever cause (other than natural causes such as earthquake, lightning etc.) as to deprive the employee of the beneficial use of the Premises, then allotment shall terminate, and each party shall remain liable for its obligations in terms of the Rules up to the date of such termination.

**8. Inspection of Premises during the Allotment Period**

The Employer shall, at all reasonable times during the **Allotment** Period and with prior arrangement with the employee, be entitled to have access to and inspect the premises.

**9. Subletting, Cession and Assignment**

The employee shall not be entitled to cede or assign this Allotment, nor sublet the premises, nor part with possession of the premises, nor place any Person (including a Company/Firm/Body of Individuals etc.) in occupation of the premises, or any portion thereof. During Sabbatical/ Long leave period, the employee shall be allowed to retain the accommodation on such applicable charges as approved by the Institute. However, during such a period with prior mutual facilitation between the Employer and the employee, the part or full accommodation can be allotted by the Institute to another faculty of the Institute.

Additionally,

- i. The employee to whom a residence has been allotted shall be personally responsible for the **Licence fee**, as decided by the Board of Governors (BoG) from time to time, thereof.
- ii. The employee to whom a residence has been allotted shall be required both at the time of occupation and vacation of the residence, to sign an inventory of the fittings and fixtures.
- iii. Furniture, if available, may be provided on payment of hire charges as per rules.
- iv. An employee to whom a residence has been allotted shall not use the same for any purpose except for residence with his family, and shall maintain the premises and the compound, if any, attached thereto in a clean and hygienic condition.

**10. Employer's Liability**

The accommodation in the Building is allotted on "As-is-Where-is Basis". The Employer's liability is limited up to the date of handing over possession of the accommodation.

**11. Handing over of Accommodation**

The employee shall ensure handing over of property along with inventory in the same state in which the property was taken over. Any alterations which were undertaken by the employee will be undone before handing over at the cost of the employee. In case the property is found damaged/ altered or dumped with garbage or leftover material the repairs and cleaning will be charged to the employee on actual cost to the Institute on a per man day basis. An employee shall, before vacating the residence, give not less than 7 days' notice/intimation in writing to the Registrar/ Estate Officer.

## **12. Insurance**

The employee shall be responsible for insurance of his/her furniture and other movables contained in the premises as he/she feels appropriate.

## **13. House Allotment Criterion**

Following shall be the Rules for allotment of Apartments:

- A. The Director of the Institute or his nominee may exercise power of allotment/occupation under these rules.
- B. In these rules unless the context otherwise requires, 'Allottee' means the employee of the Institute who has been allotted a quarter.
- C. In every case, the allottee shall be deemed to be a licensee and not a tenant.
- D. An employee shall not be allotted any residence, if the employee's wife or husband, as the case may be, has already been allotted a residence, unless that residence is surrendered.
- E. If two employees who are in occupation of two separate residences marry each other, they shall surrender one of the two residences within one month of the marriage.

## **14. Process for allotment of flat:** A request in writing has to be made to the HR for the House allotment if available on Campus.

The allotment will be made based on seniority among the eligible group of members. The seniority in each case will be decided as per the rules given below:

- a. Among the eligible group of members, one who has entered into the rolls of the Institute (date of joining) first, in any one of the scales of pay in the faculty group, will be considered senior most and allotted first subject to verification of the details furnished by the concerned employee and accordingly others will be ranked on the basis of their respective date of joining in the Institute.
- b. The allotment list on the basis of above defined criterion will be prepared based on the requests received in the Estate Office on or before June 30 each year. The list will remain valid for a period of one year unless exhausted. In such a case, the Institute will advertise separately with a last date to apply. Any allottee, once the allotment has been made to him/her, will get another chance only after one year in case he/she fails to occupy as per allotment. No intermediate request will be entertained. In case of any preference for a flat, the same may be extended to the employee based on his/her ranking in the list, vis-a-vis the availability.
- c. In case of a tie (based on date of joining at the Institute) between two or more employees, the following criteria will be used to break the same, the employee whose date of superannuation is earlier will be considered first among these and so on for the remaining.
- d. In case of non-availability of faculty accommodation on Campus or till the allotment of faculty residence or leased accommodation outside the Campus, the Transit Housing in lieu of HRA will be available to the faculty. The electricity charges for the Transit Housing are to be paid as per actuals by the faculty, however, such accommodation shall not bear any Licence/monthly fee. Further, provisioning of two (02) rooms in the Guest House may be made available for the Visiting Faculty Member, to be provided in lieu of HRA or on monthly charges as to be decided on a case to case basis. All such cases may be reviewed on an annual basis for any further provisioning of the Transit Housing.

### **Other conditions for related to Allotment:**

- a. The employee who vacates the allotted accommodation and moves out of campus will be ineligible for campus housing for two years.
- b. The employee who vacates the accommodation while availing Sabbatical/ Long leave for any outside assignment or otherwise will be permitted to register for accommodation on Campus on re-joining the Institute as per the cut-off date of June 30 each year, and avail the chance as per seniority.
- c. Shifting of the premises can be done once in the service tenure of the employee. The same shall be at a one time cost to be payable to the FMS for the shifting purposes.

## **15. Termination and Retention of the Allotted accommodation:**

- a. The Allotment shall remain valid till the day employee is in service with the Institute and shall lapse on the day of discontinuance of service for any reason whatsoever, including termination, non-renewal of CONTRACT etc. Breach of any of the terms and conditions mentioned herein may be ground for termination of allotment. An employee can also terminate allotment by

giving in writing notice of one month. A period of 30 days from the date of termination or discontinuance of service shall be allowed for vacating the premises, during which an amount equivalent to the license fee shall be levied. After 30 days, a penal fee equal to twice the amount for the leased accommodation provided by the Institute to an employee, will be levied.

- b. On retirement (superannuation) or completion of contract, the employee can retain the allotted accommodation on License fee only for two (2) months. Any stay beyond this, will attract a penal monthly fee equal to the limit of the amount for the leased accommodation provided by the Institute to an employee of the similar cadre. The limit of the amount for the leased accommodation outside the Campus will be the defined limit as approved by the Board of Governors (BoG) from time to time.
- c. Under no circumstance can an employee remain in the accommodation beyond 90 days of ceasing to be the employee of the Institute or beyond 90 days of termination of allotment.
- d. In the event of the death of an employee the accommodation may be retained for a period of four (04) months, by the family of the deceased employee. Any stay beyond this, will attract a penal fee equal to the amount for the leased accommodation provided by the Institute to an employee as defined above.
- e. In case of the allottee proceeding on Long leave or on lien, he/she is permitted to retain the allotted accommodation for the duration of the approved leave with a provision that for the first three (03) months it will be on applicable Licence fee. For the subsequent period (beyond three months), the applicable fee, equivalent to the HRA component of the employee or the amount equivalent to the limit for the leased accommodation provided by the Institute to the similar cadre employee, whichever is lesser, will be levied.
- f. In case of the allottee proceeding on Sabbatical Leave, he/she will be permitted to retain his/her accommodation subject to the following conditions: For the paid portion of Sabbatical leave, the accommodation can be retained on the applicable licence fee only. Beyond that the applicable fee shall be equivalent to the HRA component of the employee / the amount for leased accommodation provided by the Institute to an employee, whichever is lesser will be charged from the employee. The amount for the leased accommodation is as per the BoG approved limit approved from time to time.

**16. Save Clause**

The Board of Governors (BoG) of the Institute may relax or may advise for including any other provisions/clauses in the Rules. RWA of the accommodation shall be consulted in this regard. If the Director is satisfied that the operation of any of these Rules may cause undue hardship in a particular case or under extraordinary conditions as deemed fit, he may- dispense with or relax that rule to such extent and under such conditions as he may consider necessary, and report the same to the Board at their next meeting. On any question of interpretation of these rules, the Director's decision shall be final.

**17. Acceptance**

The Employer and the employee shall acknowledge that they have read and understood the contents of this Rules.

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