

**भारतीय प्रौद्योगिकी संस्थान जोधपुर आवास
आवंटन नियम- 2024**

IIT Jodhpur House Allotment Rules - 2024



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भारतीय प्रौद्योगिकी संस्थान जोधपुर
Indian Institute of Technology Jodhpur

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Table of Content

Content	Page
Scope	3
Definitions	3
1. Types of Houses at IIT Jodhpur	4
2. Eligibility for a House on Campus	4
3. Seniority List	5
4. House Allotment Committee (HAC)	5
5. Charges Payable by the resident of House to the Institute	6
6. Period of Retention	7
7. Code of Conduct for Allotees	8
8. Conditions for Allotment of House and Rules of Occupancy	9
9. Process of Allotment of House	10
<i>9.1 Normal Allotment</i>	<i>10</i>
<i>9.2 Allotment Rules under Special Cases</i>	<i>11</i>
<i>9.3 Discretionary House Allotment</i>	<i>12</i>
<i>9.4 Allotment to Employees Married to each other</i>	<i>12</i>
10. Maintenance	13
11. Unauthorized Occupation	13
12. Punitive Actions	14
13. Sub-letting	14
14. Disciplinary Action	14
15. Resolution of Matters	15
<i>15.1 Appellate Authority</i>	<i>15</i>
<i>15.2 Rules, Procedures and Matters not covered</i>	<i>15</i>
Annexure-I – Rent-cum-license fee	16

Scope

These rules shall be read as *IIT Jodhpur House Allotment Rules 2024*. Further, these rules shall be:

- (a) *Effective from* the date of Notification by the Institute;
- (b) *Applicable to* all Employees of the Institute and others eligible for residential accommodation within the Permanent Campus of IIT Jodhpur; and
- (c) *Superseding* all the earlier House Allotment Rules released by the Institute so far.

These rules shall be reviewed 3 years from the date they come into force, unless otherwise circumstances compel for an earlier review. Any addition or amendment suggested shall come into force only after the recommendation of the Deans' Group and approval of the *Director and the Board of Governors* of the Institute.

Definitions

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

<i>Term</i>	<i>Meaning</i>
<i>Allotment</i>	Grant of license to occupy a residential accommodation in accordance with the provision of these <i>House Allotment Rules</i>
<i>Allottee</i>	Employee to whom the residential accommodation is allotted
<i>HAC</i>	House Allotment Committee, duly appointed by the Institute
<i>HARs</i>	Housing Allotment Rules
<i>Director</i>	Chief Academic and Administrative Officer of the Institute
<i>Level</i>	Payment (as per Rules of 7 th CPC) associated with Pay Level of employment as granted to an Employee of the Institute
<i>Entitlement</i>	Highest type of accommodation that an employee is eligible under these rules
<i>Family</i>	Spouse, children, stepchildren, legally adopted children, parents, brothers and sisters, who ordinarily reside with and who are dependent on the Employee
<i>Institute</i>	Indian Institute of Technology Jodhpur
<i>Rent cum License Fee</i>	Sum of money payable on monthly basis as compensation for occupation of a residential accommodation allotted under these Rules. It includes <i>Rent cum License Fee</i> as mentioned in Annexure-I.
<i>Subletting</i>	Sharing accommodation by an <i>Allottee</i> with another person <i>with</i> or <i>without</i> any payment by such other person, but it doesn't include any permission to share accommodation with: (1) Close relation(s) of the <i>Allottee</i> , (2) Guest(s) visiting the <i>Allottee</i> , or (3) Others, and as may be notified by the Institute from time to time
<i>Type</i>	Category (in terms of size and facilities) of accommodation to which an employee is eligible under these Rules

1. Types of Houses at IIT Jodhpur

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

The types of Houses *available (or likely to be available)* for allotment to the employees serving at the Institute at different Pay Levels are given as under:

Eligibility / Entitlement of Different Types of Accommodation

S. No.	Group of Employee	Entitled House Type	Plinth Area (m ²)	Pay Level as per 7 th CPC
1.	Group A	Type - VI	254	Level 14 and above
2.		Type - V	186 to 216	Level 12 and above
3.		Type - IV(S)	147	Level 11 and above
		Type - IV	118 to 135	Level 10 and above
4.	Group B	Type - III	82 to 85	Level 6 and above
5.	Group B & C	Type - II	75	Level 3 to 5

Note: The employees are eligible to apply for Houses of lower category than their entitlement.

2. Eligibility for a House on Campus

This chapter presents the eligibility criteria for allotment of Houses on campus to the employees of IIT Jodhpur.

The following persons shall be eligible for various types of house (Types-II, Type-III, Type-IV, Type-IV(S), Type-V, Type-VI) available on Campus, as per their respective entitlement, as given in the table (Chapter 1):

- (1) Regular, Contract, Project and some other special categories of employees of the Institute;
- (2) Visiting/Distinguished Faculty Members;
- (3) Scholars-in-Residence, Visiting Faculty, Emeritus Professor, Distinguished Professor, Professor of Practice, Professor of Practice in Creative Arts, and Faculty Member (On Sabbatical).
- (4) Employees on Deputation.

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

Further:

- (a) If both a person and his/her spouse are Employees of the Institute, then *only one of them* shall be eligible for the allotment of house, based on their mutual choice regarding the type of house they are eligible for;
- (b) Change of Allotment of a house is permissible within the same Type of housing on Campus only once after the completion of 4 Years of house occupation of the applicant, unless otherwise

recommended by HAC and approved by the Competent Authority based on genuine or health reasons. If an Employee is residing in the IIT Jodhpur campus and having a period less than one (01) year of service from the date of his superannuation, then he/she shall not be eligible to apply for a change to another type of House;

- (c) An employee can opt to apply for a lower type of house, other than that to which s/he is entitled; and
- (d) All houses are chargeable; the Institute shall not allot any rent-cum-license free accommodation to any category of Employee.

3. Seniority List

For the purpose of allotment of a house, the seniority list of applicants from among the employees shall be prepared by applying the criteria given below in serial order:

- (1) A particular house can be allotted only to a person who meets the criteria as given in the Table of Section 1 of the IIT Jodhpur House Allotment Rules 2024; those with lower Grade Pay (GP)/ Academic Grade Pay (AGP) cannot be allotted a house, even if there is no applicant from the entitled GP/AGP.
- (2) Applicants shall be placed on a list in the order of their:
 - (a) Grade Pay/ Academic Grade Pay; persons with higher GP/ AGP shall be senior to those with lower GP/ AGP, irrespective of their Basic Pay as on the date of the announcement of availability of the house;
 - (b) Effective date of joining a post (appointed either directly or through promotion) or date of receiving the GP/ AGP; persons with earlier date of joining shall be placed above those with latter date of joining;
 - (c) Date of joining the first post at Institute (as a Visiting Faculty Member, a Faculty Member on contract or probation, or as a Staff Member on contract or probation); persons who joined earlier shall be placed above those who joined later.

4. House Allotment Committee (HAC)

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

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

The *functions* of the HAC are:

- (1) Allot Houses on campus under these rules;
- (2) Recommend the *House* allotments to the Director in accordance with the provisions of these rules;
- (3) Consider requests for *out-of-turn allotment* and make suitable recommendations in appropriate cases for approval by the *Director*;
- (4) Ensure proper utilization of the Houses;
- (5) *Cancellation of allotment* and *recommend the penal action* against an Allottee, who breaches the HARs; and
- (6) Consider and recommend all other matters related to the Institute Houses.

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

5. Charges Payable by the Resident of House to the Institute

The charges related to allotment of different houses, are as given below:

- (1) *Rent cum License Fee*: It is a *flat-rate* monthly charge payable to the Institute by the Allottee for the *unfurnished* residential accommodation made available by the Institute, as per the charges duly approved by the Institute. The currently applicable rent-cum-license fee for different types of houses on the Campus are given in **Annexure-I**. This charge shall be based on *Living Area* & it shall be different for the employees and outside agencies. It shall include charges towards *Common Services*, which may include providing Lighting in Staircases and Common Areas, running the Lifts, and collecting & disposing Solid Waste. This fee will be reviewed annually;
- (2) *House Rent Allowance (HRA)*: It is a payment made to each Employee each month, which comes under the purview of the *Allowances* (other than *Salary*), as determined by the *Government of India* from time to time. The employees occupying institute accommodation shall not be eligible for HRA.
- (3) *Additional Charges*: The following are monthly charges to be paid by the Allottee, in addition to the Rent cum License Fee:
 - (a) *Water Charges*
Water service includes provision of water to each House. A *flat-rate monthly charge* or as per *consumption basis* (on *metering*), as the case may be, for such service shall be payable by each Allottee to the Institute. These charges would be revised by the Institute periodically; and
 - (b) *Electricity Charges*
Electricity service includes provision of electrical power to each House. A *monthly charge* as per *consumption basis* (on *metering*) subject to a *minimum consumption charge* plus a *monthly fixed charge / meter rent*, for such service shall be payable by each Allottee to the Institute. The monthly electricity consumption charges and fixed charge/meter rent will be reviewed/revised based on the Rajasthan Government Tariff.

The charges listed under item (1) shall be determined from time to time by the *Office of Estate*, for the item (2) shall be determined from time to time by the *Office of Establishment* and for the item (3) shall be determined from time to time by the *Office of Infrastructure Engineering*, duly approved by the *Competent Authority*, and intimated to all Employees of the Institute by the Office of Estate.

The said charges will be deducted from the monthly salary of each individual Allottee.

The Institute may identify, from time to time, *other charges* that are payable by the Allottee to the Institute duly approved by *Competent Authority*; the same will be intimated to all Employees of the Institute.

- (4) *Furnishings*: These are the items that make the house functional. The Institute will provide only unfurnished houses to the Allottee, and all furnishings required for personal stay should be arranged by the Allottee;
- (5) As per the Master Plan of the Permanent Campus of IIT Jodhpur, no Allottee shall be provided with any personal gardening space. The Allottees shall not be charged for Horticulture & Gardening in common areas, which will be arranged by the Institute; and

- (6) Specific Requirements: In special cases (such as providing furniture, appliances, or fixtures in Visiting Faculty Housing, if any, as per the policy of the Institute), additional rent is payable to the Institute by an Allottee for the said conveniences, which shall be determined by the Office of Estate, duly approved by the Competent Authority.

6. Period of Retention

- (1) The allotment shall be effective from the date on which possession thereof is taken by the Employee and the period of retention of a House shall be till *the last working day of the employee at the Institute or the date on which the employee surrenders house or the date on which the accommodation is cancelled by the Institute authorities under exceptional circumstances.*
- (2) Further, the allottee will be entitled to retain the house for an extended period, subject to approval by the Competent Authority, as given in the table below:

Table: Extended Period of Retention of House on Approval of the Competent Authority

S. No.	Event	Maximum Period	Conditions / Remark	Charges
1.	On proceeding to take up leadership position, elsewhere with the permission of Competent Authority, by retaining <i>Lien</i> on his/her post or with <i>Extraordinary Leave</i>	24 Months	Any period beyond 24 months, requires specific approval of the <i>Director</i> .	Normal Rent cum License Fee and Water Charges, and Electricity Charges as per actual
2.	On proceeding to take up employment, elsewhere with the permission of Competent Authority, by retaining <i>Lien</i> on his/her post or with <i>Extraordinary Leave</i>	6 Months	Any period beyond 6 months, requires specific approval of the <i>Director</i> .	
3.	<i>Vacation or Leave of All Types</i>	Full Period		
4.	<i>Deputation or Training</i>	Full Period		
5.	Proceeding elsewhere under approved <i>Exchange Program</i>	Full Period		
6.	<i>Death of Allottee</i>	12 Months	The accommodation is provided for bonafide use of the Dependent Members of the family of the deceased, only for their occupancy during the period.	
7.	<i>Retirement or Superannuation</i>	03 Months	In case of <i>Faculty Members</i> and <i>Staff Members</i> of the Institute re-hired after the date of superannuation, this period will be reckoned from the date of completion of such re-appointment period.	
8.	<i>Completion of tenure for Director</i>	01 Month	This period will be counted from the date on which such action comes into force.	
9.	<i>Completion of tenure for Registrar</i>	03 Months		
10.	Resignation from the service for employees on regular pay scale	03 Months		
11.	Dismissal, Removal or	01 Month	The approval for the extension	

	Termination of service of employees on regular pay scale		of retention of house can be given by the Director only and will be based on the recommendation of the concerned Head of the Department.	
12.	Any such event which is not covered above (S. No 1-11)		As per the approval of Competent Authority, the permitted period will be considered.	

- (3) An Employee, who has surrendered the House allotted to him/her while proceeding or during the period of leave/lien, may be allotted a House (if available) up to one month in advance of the expected date of his/her returning to duty in the Institute.
- (4) An Employee, at any time, may surrender a House allotted to him/her by giving a notice so as to reach the Office of Estate at least one month before the date of the vacation of the House. The allotment of the House shall be deemed to be cancelled with effect from the 31st day after the day on which the letter is received by the Office of Estate, or on the date specified in the letter, whichever is later. Vacating house without due notice will attract the payment of Rent cum License Fee for an *additional 1 month* from the date of vacating the House.

7. Code of Conduct for Allotees

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

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

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

8. Conditions for Allotment of House and Rules of Occupancy

The Clauses given in this Section shall be applicable related to *allotment* and *occupancy*.

The *Conditions of Allotment* are:

- (1) The Allottee is a *licensee* and not a *tenant*. The Institute reserves the right to terminate the license at any time without assigning any reason. The intention of the parties to the license is that of creating a mere license and nothing more, and at no point of time can the Allottee claim to be the *tenant* of the premises allotted to him/her;
- (2) At the time of taking possession of the accommodation, **the list of inventories of fittings and fixtures in the allotted accommodation will be verified and signed by allottee in the list of inventory** given by the *Office of Infrastructure Engineering*. He/she shall be responsible for damage of such items, except that which arises as a result of normal wear and tear; the damage shall be determined by the *Office of Infrastructure Engineering* and approved by the *Director*, and the cost of damage shall be payable by the Allottee;
- (3) When an existing resident of IIT Jodhpur campus is allotted another house on Campus, the Allottee shall shift to the new accommodation within one month of the date of receipt of allotment letter, failing which the new allotment shall be deemed to be cancelled, unless an extension has been granted by the competent authority. Further, from the date he/she occupies the new accommodation, the older accommodation is deemed to be surrendered on the same day. If the Allottee fails to vacate the house on the day of occupying new house, the Allottee will be liable to pay *Penal Rent cum License Fee that of the older accommodation* for a minimum period of one month, with effect from the date he/she took possession of the new accommodation, even if the Allottee is eligible for Rent cum License Fee free accommodation ; and
- (4) The Allottee who moves to the new house, shall give in writing in prescribed form (to the Office of Estate) the details of date of vacation of old house and the date of occupying the new house.

The *Rules of Occupancy* are:

- (a) After an Allottee vacates a house, the Office of Estate, shall arrange to perform the maintenance works and colouring in the house, and then declare the house *fit for occupation*;
- (b) An Allottee shall give in writing his acceptance of the allotment within *seven (07) days* from the date of receipt of the letter of allotment, failing which the allotment stands cancelled. The Chairman, HAC, may condone delay in giving letter of acceptance, which must be submitted *within 15 days of the date of receipt of letter of allotment*;

- (c) The date on which the *Letter of Allotment* is sent by eMail to the Allottee shall be considered as the date of receipt of the same;
- (d) The Allottee, who accepts the allotment, shall take possession of the allotted accommodation within *30 days* from the date of receipt of the allotment letter, failing which the allotment shall stand cancelled on the *31st day*, and he shall be charged *Rent cum License Fee* for a period of entire full month; and in case the allottee is already residing in an Institute House, then *Rent cum License Fee* will be charged for the allotted house for entire full month in addition to the House in which he/she is residing. Upon receiving the request from the allottee, for extension of period for taking the possession, the Chairperson, HAC, shall be empowered to grant extension up to 1 month and s/he shall be charged *License Fee* of allotted quarter, where the Allottee is out of station on *official duty/ leave or on any compelling circumstances/ health reasons (with proper justification)*. Beyond the grant of extension period, if employee fails to take possession of allotted house the allotment stands cancelled. Any other special case may be considered by the Director;
- (e) If an Employee rejects the allotment in writing, does not communicate his/her acceptance, or it is deemed cancelled under these HARs, the Allottee shall not be eligible for consideration for another allotment for one year from the date on which the current allotment is made;
- (f) An Allottee, who takes possession of a house, cannot surrender the same and seek the older house; and
- (g) The Allottee shall:
 - (i) Report immediately to the *Medical Officer* of the *Primary Health Center of the Institute* about contagious disease contacted by any member of the family in the house and shall take all precautions as advised by the Medical Officer of the Institute;
 - (ii) Keep the allotted house and its premises in *hygienic and safe conditions* at all times;
 - (iii) Park *motorized vehicles* only in the formally allotted parking space for the respective house, and non-motorized vehicles only in the designated space adjoining the building of the house;
 - (iv) Allow persons authorized by the *Office of Infrastructure Engineering* (including the employees of Contractors) to access to the house during 08:00-18:00 hours (unless emergencies require access at other times beyond these hours), for the purpose of carrying out repairs to the water-supply, sanitary installations, electrical fittings, and fixtures (including furniture in select cases) in the house, as and when considered necessary;
 - (v) Report to the *Office of Infrastructure Engineering*, any damage or any defect in the building, fittings & fixtures, or installations, immediately on noticing the same for necessary action; and
 - (vi) Allow the Security Officer of the Institute, the Medical Officer of the Primary Health Center, Officers of Sanitation and Public Health of the Institute, to visit the allotted house during specific hours (unless emergencies require access at other times beyond these hours). The Allottee shall receive instructions on matters of *official work* from the respective Offices and comply with the same.

9. Process of Allotment of House

This Chapter presents the process for allotment of Houses on Campus.

9.1 Normal Allotment

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

(1) *Preparing the Vacant Houses*

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

(2) *Announcement of Vacant Houses*

The Office of Estate shall make an eMail announcement of houses fallen vacant and ready for allotment; it shall float the *availability of the house(s)*.

(3) *Receipt of Applications*

Employees desirous of seeking a house on Campus shall apply online indicating their preferences on or before the last date indicated in the announcement. Employees shall place only those houses on the application, which will be acceptable by them, if allotted.

(4) *Preparation of Seniority List*

After the last date for filing the application for house allotment, the Member-Secretary, HAC shall prepare a draft *Seniority List*, as per the eligibility criteria of respective employees, using details provided in the *Application Form* submitted by the employees and will put it up to the HAC after due verification from office of establishment and display the same along with the announcement for each category of vacant houses.

(5) *Approvals for Allotment and Wait List*

Subsequently, the Member-Secretary, HAC, shall prepare a draft *List of Allotment*, along with a sufficient *Wait List*. The draft List of Allotment shall be presented to the HAC for their deliberation and recommendations. After the meeting, the List of Allotment shall be prepared incorporating the inputs received during the meeting. The Director shall approve the same on the recommendation of the HAC.

(6) *Allotment Order*

The Member-Secretary, HAC (Estate Officer), shall issue the *Letters of Allotment* in the prescribed format in duplicate to the potential Allottees.

(7) *Acceptance*

The Allottees shall return a duly signed copy of the *Letter of Allotment* confirming her/his acceptance, within 7 days from the date of receipt of the *Letter of Allotment* and take possession of the house within 30 days from the date of receipt of the *Letter of Allotment*. The date on which the *Letter of Allotment* is sent by eMail to the Allottee shall be considered as the date of receipt of the same.

(8) *Refusal to accept the allotment*

In case an Employee refuses to accept the allotment of a house on or before the deadline of acceptance or rejection, the next person on the Seniority List shall be offered the house; the process will be repeated till all houses put for allotment are allocated or the entire *Seniority List* is exhausted, whichever is earlier.

(9) *Cancellation of Allotment*

(a) If an employee fails to accept the allotment of a House within 07 days or fails to take possession of that House after acceptance within 30 days from the date of receipt of the Letter of Allotment without the grant of extension for possessing the house by the competent authority, the allotment of house to the allottee will stand cancelled and the employee shall not be eligible for another allotment for one year from the date of the Letter of Allotment.

(b) A house, once allotted, shall be occupied by the Allottee within 30 days from the date of receipt of the Letter of Allotment, after duly vacating the previous house in which he/she was residing. Failure to occupy the allotted house within the stipulated time shall result in the automatic cancellation of the allotment. Further, the Allottee shall be debarred from applying for any Institute House for the next one year, except for transit accommodation.

9.2 Allotment Rules under Special Cases

A. Allotment on medical ground and physically challenged employees

As per Govt. of India Norms

B. Temporary allotment for marriage function and death related rituals only

- i) Only un-floated vacant houses can be made available for the employees of IIT Jodhpur for the following purposes:

- a) Marriage of self and son/ daughter. In this case, a request should be made at least one month in advance.
- b) Death related rituals.
- ii) A maximum of two (2) houses for a maximum period of seven (7) days may be allotted as per the availability of such houses.
- iii) Rent, including Housekeeping Charges, (GST included) and a refundable security deposit will be charged in advance as given below in the Table. However, electricity charges will be charged as per actuals.

Table: Charges for the Temporary Allotment of Accommodation

Pay Level as per 7th CPC	Type of accommodation	Rent (GST included)	Security Deposit (refundable)
10 and above	Type V	Rs. 2,000/- per day	Rs. 10,000/-
	Type IV	Rs. 1500/- per day	Rs. 7,500/-
3 to 9	Type III	Rs. 1000 /- per day	Rs. 5,000/-
	Type II	Rs. 700/- per day	Rs. 3,500/-

- iv) Damages, if any, the cost of the same will be recovered from the allottee, in full, as per actuals.

9.3 Discretionary House Allotment

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

9.4 Allotment to Employees Married to each other

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

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

10. Maintenance

This Chapter presents matters related to the maintenance, including upkeep and cleanliness, of houses on Campus.

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

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

11. Unauthorized occupation

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

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

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

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

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

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

Such complaints along with the comments or replies, if any, made by the concerned occupant, shall be referred to the HAC. After considering the complaints and the comments, if any, the HAC may drop the complaint, if satisfied with the comments or replies. But, if the HAC is not satisfied with such comments or replies, then it shall conduct an enquiry and make its recommendation to the Director for appropriate action.

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

12. Punitive Actions

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

- (1) An unauthorized occupant will be liable to eviction by the HAC under Section 3 of the Public Premises (Eviction of unauthorized occupants) Act 1971 (Act No. 49 of 1971);
- (2) For the period of unauthorized occupation, the person will be charged *penal Rent cum License Fee*, which will be as per the norms laid down by the Institute from time to time. Such penal Rent cum License Fee shall, for all purposes, be deemed to be a charge on the salary. The Institute shall be entitled to deduct or set-off such penal Rent cum License Fee from Pension or any other amount due to the Employees due to him/her; and
- (3) The Institute may disconnect the electricity, water and/ or Institute telephone, (if any provided in the concerned premises) at any time after the service of 15 days' notice as provided under these rules; and
- (4) In addition to the provisions in these rules, the *Competent Authority* may take *disciplinary action* in accordance with the relevant statutes, rules and laws enacted by the Parliament of India.

13. Sub-letting

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

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

14. Disciplinary Action

In case any violation of rules by any resident employee of IIT Jodhpur, it will be reviewed by House Allotment Committee and its recommendation will be put up to the Director:

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

15. Resolution of Matters

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

15.1 Appellate Authority

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

15.2 Rules, Procedures and Matters not covered

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

Rent-cum-license fee and other fixed monthly charges of different types of accommodations at IIT Jodhpur

S. No.	Entitled House Type	Plinth Area (m ²)	Rent-cum-License Fee (Rs)	Water Charges (Rs)	Common Area Charges (Rs)
1.	Type - VI	254	3040	-	-
2.	Type - V	186-216	2185	500	200
3.	Type - IV(S)	147	1975	500	200
	Type - IV	118-135	1765	500	200
4.	Type - III	82-85	890	500	200
5.	Type - II	75	670	500	200

Note: These are current rates of rent-cum-license fee and are subject to change from time to time.