



HOUSE ALLOTMENT RULES 2020

NATIONAL INSTITUTE OF TECHNOLOGY RAIPUR

**Updated after incorporating the amendment approved in the 52nd meeting
of the Board of Governors of NIT Raipur held on 25/02/2022**

These rules shall be applicable to all employees on full-time employment (including those in a contract but in regular pay) of the National Institute of Technology Raipur and shall be called the **“House Allotment Rules 2020, National Institute of Technology Raipur”**.

Part I
General

1. Short Title and commencement-

- a) These rules shall be called the "House Allotment Rules 2020, National Institute of Technology Raipur".
- b) These rules shall be applicable to all employees on full-time employment of the National Institute of Technology Raipur in the regular post (including those in a contract but in regular pay).
- c) These rules shall come into force on the date of the approval from the Competent Authority of the National Institute of Technology Raipur.

2. Definitions-

- I. "Institute" means the National Institute of Technology Raipur abbreviated as NIT Raipur.
- II. "Director" means the Director of the Institute.
- III. "Registrar" means Registrar of the Institute.
- IV. "Dean" means specified Dean of the institute, such as Dean Planning and Development (P & D), Dean Faculty Welfare.
- V. "Competent Authority" means the Director, Dean, Registrar, Committee appointed for any purpose.
- VI. "Establishment Section" means the Establishment Section of the Institute.
- VII. "Estate Office" means the Estate office of the Institute or any other maintenance agency appointed by the Institute.
- VIII. "Employees" means the employees of the Institute.
- IX. Category of Employees:
 - a) "Faculty" means the staff holding any of the following designation: Director, Deputy Director, Professor, Associate Professor and Assistant Professor including those on a full-time contract.
 - b) "Officer" means employees not belonging to the faculty, but holding posts where the entry-level of the cadre is in level 10 and above in pay matrix. They include posts such as Registrar, Joint Registrar, Dy. Registrar, Assistant Registrar, Executive Engineer, Engineer, Librarian, Dy. Librarian, Assistant Librarian, Senior Medical Officer, Medical Officer, Security Officer, Scientific / Technical Officer and all such posts as may be decided by the Director from time to time. Employees holding positions in the same or higher scale on promotion from a lower scale within a cadre whose starting scale is not in level 10 and above in pay matrix will not be considered as "Officers".
 - c) "Non-teaching staff" means the employees of the Institute other than the faculty or Officer.
- X. "Residence" or "House" means any residence/house/apartment under the administrative control of the Director of the Institute.

- Xi. "Type of residence" means the type of residence for which an employee is eligible under these rules.
- Xii. "Allotment" means the license to an Institute employee to occupy by the provision of these rules. Under this clause, the Institute employee is an allottee. In every case, the allottee shall be deemed to be a licensee and not a tenant.
- Xiii. "Allottee" means an employee or faculty to whom residential accommodation is allotted.
- Xiv. "Family" means the Wife, Husband, Children, Parents, Brother and Sister residing with and dependent on an Allottee.
- Xv. "License Fee" means the amount payable, as per the practice followed in the Institute, by the allottee for a house allotted to him/her under these rules, exclusive of water, electricity other charges.
- Xvi. "Entitlement" means the highest type of accommodation that an employee is eligible for.
- Xvii. "Subletting" means letting out whole or part of the accommodation by an allottee to another person with or without payment of license fee by such other person.
- Xviii. "Pay Level" means applicable Pay Level of the employee as per 7th Pay Commission Pay Level of Central Pay Commission which is liable to be revised from time to time.
- Xix. "Emoluments" means the monthly salary of an employee.
- xx. "Eligibility" means the eligibility of an employee for the Institute accommodation, which shall be as per the pay level of such employee in his / her present post held in the Institute. Pay level is only the eligibility criteria for applying for the respective types of accommodations (as shown in Table-1).
- xxi. "Seniority" of an employee for allotment of a particular type of accommodation shall be counted from the date he/she effectively serves NIT Raipur.
Provided that where Seniority of two or more employees is same, comparative seniority among them shall be determined by the length of continuous service in the Institute (NIT-Raipur) in a regular post (including those in contract but in regular pay), the employee having more length of service taking precedence over the employee having less length of service; where the lengths of service are equal, seniority will be determined by date of birth; employee senior in age i.e., having earlier date of birth will be considered to be senior.
- xxii. "House Allotment Committee" means a Committee constituted by the Director, NIT Raipur from time to time to carry out the functions assigned under these rules.

3. Entitlement for types of accommodation-

The employees of different categories will be eligible for allotment of accommodation of the types as shown against their pay level given hereunder (Table 1):

Table-1

Type of residential accommodation	Approx. Area Sq. M.	Pay Level	
		Academic Staff	Non-Academic / Non-Teaching Staff
Director's Bungalow	--	--	--
Type - I (e.g.- D-Type)	138	14 and Above	--
Type - II (e.g. E-Type)	100	13A1 and 13A2	14 and 13A
Type - III - A {e.g. Appt A-1 (G+6)} Nilgiri Apartments	93	11 and 12	13
Type - III - B (e.g. F-Type)	73	10	11 and 12
Type - IV - A (e.g. Appt B-1 (G+6)) Vindhychal Apartments	65	10	9 & 10*
Type - IV - B (e.g. Appt C-1 (G+6)) Satpura Apartments	55	--	8 and Below
Type - IV - C (e.g. G – Type)	55	--	8 and Below
WQ	112	--	--

*Vide Notice No. NITRR/R-1/2022/34 Dated 11.03.2022

Note: If any type of quarter remains vacant after allotment to the specified category, that quarter may be re-advertised for allotment to the category one pay level higher/lower to the specified category.

PART II

ALLOTMENT PROCEDURE

4. Application for accommodation-

In case when accommodation becomes vacant or new accommodations are constructed, the Estate Office or any other maintenance agency shall issue a Fit for Occupation Report to the House Allotment Committee stating that the accommodation is suitable for occupation.

House Allotment Committee will then issue a notification for allotment on the availability of suitable accommodation.

Every employee of NIT Raipur may make an application online or manually through his / her office to the Chairman, House Allotment Committee for the allotment of accommodation to which he/she is eligible under these rules and the entitled type of accommodation shall be offered as per the priority in accordance with these rules having regard to the allottee's preference.

Provided that no application shall be entertained for accommodation within six months of the date of superannuation.

The applicant shall furnish various particulars in form specified by the House Allotment Committee which shall be verified by the office of the applicant (Establishment section) and in case of any discrepancy in the application or furnishing of incorrect information in the application, the applicant shall be liable for furnishing of incorrect information and disciplinary action shall be taken against him/her including the cancellation of allotment of accommodation if allotment was made based on incorrect information.

The form of application is attached hereunder as Annexure A.

5. Allotment Procedure

When a house is advertised for occupation and the House Allotment Committee receives the applications, the following procedure will be followed in allotting the accommodation.

There are two stages for allotment of accommodations: 1) checking the eligibility and 2) checking the seniority (Vide clause 2 Definitions (XX and XXI)).

- i. First, if the applicant is ineligible for the type of accommodation as per Table-1, his/her application will summarily be rejected.
- ii. Among the remaining candidates, the following sequence will be used to determine their inter-seniority.
 - a. Length of continuous service in the Institute in a regular post (including those in a contract but with regular pay).
 - b. Date of birth

Note: The Registrar, hostel wardens (if Warden's quarter is not available), security officer will be given preference in allotment of quarters.

6. Offer of allotment of accommodation-

Same as otherwise provided in these rules, allocation of accommodation falling vacant in all types to an employee of the Institute will be recommended by the House Allotment Committee, to the Director of the Institute and upon the permission of the Director, the House Allotment Committee will allot the same by a "Letter of Authorization" to the applicant applying for initial allotment or change of accommodation.

The Director may, in emergent circumstances where the accommodation in the occupation of the allottee is required to be vacated, allot him/her an alternate accommodation of the same type or the type next below the type of accommodation in the occupation of the allottee, subject to availability.

7. Period for which allotment subsists-

An allotment shall be effective from the date on which it is accepted by the allottee and shall continue till the allottee continues in the service of the Institute until:

- (a) the expiry of the concessional period permissible under these rules after the allottee ceases to be on duty in an eligible office;
- (b) it is cancelled by the Director or is deemed to have been cancelled under any provisions in these rules;
- (c) it is surrendered by the allottee;
- (d) the allottee ceases to occupy the accommodation.
- (e) the accommodation becomes unfit for accommodation due to structural failure or any other reason.

8. Acceptance of allotment-

An offer of allotment of accommodation shall be accepted by the allottee within **eight days** from the date of allotment of the accommodation to the House Allotment Committee in writing.

The allottee should accept the allotment of the accommodation by himself/herself.

9. Process after acceptance-

After acceptance of the allotted accommodation, the allottee shall take physical possession of the accommodation from the Estate office of the Institute generally within ten working days from the date of receipt of the acceptance letter and the Estate office or any other maintenance agency, as the case may be, shall hand over the allotted accommodation to the allottee. Estate Office shall issue a certificate to the allottee with the copy of the same to the Establishment Section and HAC stating occupation by the allottee.

10. Non-acceptance of allotment or offer or failure to occupy the allotted accommodation after acceptance-

If any allottee fails to accept the allotment of a residential accommodation within eight days from the date of allotment of the said accommodation or fails to take possession of that accommodation within

ten working days from the date of receipt of the letter of authorization, he/she shall be debarred to apply for accommodation for a period of two years from the date of non-acceptance of allotment subject to payment of one month's normal license fee for that type of accommodation.

The date of non-acceptance of allotment shall be calculated from the date of allotment.

If an allottee occupying a lower type of accommodation refuses to accept the offer of an accommodation of the type for which he is eligible under these rules, he/she shall be permitted to continue in the previously allotted accommodation; provided that such allottee shall not be eligible for another allotment for a period of two years from the date of non-acceptance of such allotment.

11. Reconsideration-

Request for reconsideration in cases of non-acceptance of allotment within the specified time shall be considered by the Director if an application for reconsideration is made, in the following cases:

- (a) Intervening Gazetted holidays during the eight days;
- (b) Delay in forwarding of prescribed acceptance form from the office concerned;
- (c) The allottee is on official tour during the acceptance period;
- (d) Other valid reasons provided by the allottee.

12. Allotment to an allottee under suspension-

The allotment of accommodation to an allottee under suspension shall be made as if the suspension has not taken place.

13. Allotment to an allottee under long leave-

If the allottee goes for a long leave (Sabbatical leave, Study Leave, deputation, on a lien, etc.), for more than two years, the allottee should, in normal condition, vacate the house and surrender the same to the Estate Office. If the allottee wishes to retain the accommodation during his / her absence, he/she should apply for the same to the Dean (Planning and Development) / Director in writing for such retentions. The Dean (Planning and Development) / Director may:

- i) Allow the retention to the allottee for a specific time with/without an extra license fee.
- ii) Allot the accommodation to another person for the specific period of absence of the original allottee.

In such cases, the temporary allottee will have to pay the license fee and other charges pertaining to the accommodation to the Institute for the duration of his / her occupation of the accommodation. The temporary allottee will have no right to continue occupying the accommodation after the period as specified to him/her and will have to vacate the accommodation within the period for which he/she was allowed to occupy the accommodation.

If the allottee goes for leave for less than two years, he/she will be allotted the accommodation as per rules and the date of allotment will be deemed from the date of issue of Letter of Authorization to the applicant. The charges for the license fee and other charges pertaining to the accommodation will be levied to the applicant as per these rules from the date of issue of the Letter of Authorization.

An employee, who is on long leave on the date of notification for application for accommodation, may apply in absentia with all the relevant documents and his / her application will be considered for allotment of accommodation as per these rules.

14. Allotment of quarters to reserved categories and female employee-

If the number of quarters fit for allocation is 10 or more than 10 at one time, then the quarters will be allotted as per the reservation rules of Government of India.

15. Allotment of garages-

The allottee will be entitled to use the garage if the accommodation is provided with a garage space. If there is no garage, a parking lot may be provided to the allottee for parking of his / her vehicle. The prescribed license fee for the Garage / Parking space shall be paid as per rules.

It will be not binding on the Institute to provide parking space/garage to the allottee.

The deemed date of application for allotment of the garage shall be the date of technical occupation of initial allotment of accommodation by the allottee subject to the guidelines issued by the Director from time to time.

The allottee will not be entitled to sub-let the garage allotted to him/her or let the garage to be used by any other employee of the Institute. If the allottee finds the garage is not to be used by him/her, he/she must surrender the same to the Estate Office in writing.

At the time of vacating the allotted house, it will be the responsibility of the allottee to get the garage/parking space vacated and hand over the same to the Estate Office along with the allotted house.

16. Allotment of servant's quarters-

The allottee will be entitled to the use of the servant's quarter if the accommodation is provided with a servant's quarter. The prescribed license fee for the servant's quarter shall be paid as per rules.

It will be not binding on the Institute to provide the servant's quarter to the allottee.

The deemed date of application for allotment of servant's quarter shall be the date of technical occupation of initial allotment of accommodation by the allottee subject to the guidelines issued by the Director from time to time.

The allottee will not be entitled to sub-let the servant's quarter allotted to him/her or let the servant's quarter to be used by any other employee of the Institute. If the allottee finds the servant's quarter is not to be used by his / her servants, he/she must surrender the same to the Estate Office in writing.

The allotment of servant's quarter to the servant will be the sole responsibility of the allottee and the allottee will be responsible for any intentional physical damage/alteration done in the servant's quarter by the occupants.

For any repair/alteration in the servant's quarter, the allottee will inform the Estate Office through proper channel and the Estate office will do the needful.

At the time of vacating the allotted house, it will be the responsibility of the allottee to get the servant's quarter vacated and hand over the same to the Estate Office along with the allotted house.

17. Allotment of accommodation on unsafe or dangerous grounds-

An allottee, whose residential accommodation is unsafe or dangerous may make an application to the Estate Office to declare such accommodation as unsafe or dangerous for living and the Estate Office, on satisfying itself that the accommodation concerned is unsafe or dangerous, will issue a certificate of declaration to the effect, to the Dean (Planning and Development) / Director and enter the accommodation in the Unsafe Accommodation Register.

Allotment of alternate accommodation to an allottee on the declaration of a house as unsafe or dangerous shall be done through the House Allotment Committee as per rules.

In cases where an individual house is declared as unsafe or dangerous, an alternate allotment of the same type of accommodation or a type below is to be allotted on priority, if such accommodation is available. If the allottee is unwilling to shift to the allotted quarter from the quarter declared as "dangerous", he/she will have to vacate such a quarter within one month from the date of the issue of new allotment.

18. Allotment of accommodation on re-development of houses or any other purpose-

Where an entire house is required to be vacated for re-development or any other purpose, the allottee of such houses shall be considered for allotment of accommodation for the same type of accommodation or a type lower than their eligible type, on a priority basis, as may be applicable.

Where there is no sufficient vacancy in the concerned type of accommodation to relocate the allottee of such houses, the entire process for allocation to other applicants may be frozen for such period as may be deemed necessary. If need be, the allottee of such houses may be offered a house of a type which is one grade below than their eligible type.

19. Declaration by an applicant owning a house within a 10 km radius from the Institute-

An employee owning a house either in his / her own name or in the name of any member of his / her family within a radius of 10 km from the Institute, shall inform the fact in the application form at the time of applying for accommodation.

Provided that where an employee or any member of his / her family become owner of a house within a radius of 10 km from the Institute after an accommodation is allotted to him/her under these rules, the allottee shall inform the fact to the Dean (Planning and Development) / Director within a period of one month from the date of possession of the house.

A higher rate of the license fee, as specified by the Director from time to time shall be applicable to the allottees under this rule.

20. Eligibility of allottees married to each other-

(1) No employee of the Institute shall be allotted accommodation under these rules if the spouse of such employee has already been allotted an accommodation unless such accommodation is surrendered:

Provided that this sub-rule shall not apply where the wife and husband are residing separately in pursuance of -

- (i) an order of judicial separation made by any Court; or
- (ii) an order to proceed to frame and record the issues for settlement of the proceedings by any Court in which a petition filed by either spouse for dissolution of marriage by a decree of divorce is pending and either of them has furnished an undertaking to surrender the accommodation allotted to her/him forthwith in case of revival of conjugal rights with her / his spouse.

(iii) A self-declaration made by an employee that, he/she is living separately from his / her spouse.

(2) Where two allottees in the occupation of separate accommodation allotted under these rules marry each other, they shall within one month of marriage, surrender one of the accommodations.

(3) If one of the accommodation is not surrendered within the stipulated period as required by sub-rule- 2 above, the allotment of the accommodation of the lower type shall be deemed to have been cancelled on the expiry of such period and if the accommodations are of the same type, the allotment of such one of them as the Dean (Planning and Development) / Director may decide, shall be deemed to have been cancelled on the expiry of such period.

(4) Where both husband and wife are employed in the Institute, the title of each of them to allotment of accommodation under these rules shall be considered independently.

21. Allotment of accommodation on re-employment-

Allotment of accommodation on re-employment in elective offices shall be governed by such guidelines as the Director may issue from time to time.

22. Out of Turn Allotment-

There is no such provision for out of turn allotment in the Institute's House Allotment Rules. However, House Allotment Committee can allot house against such application(s) as per the directive of the Competent Authority.

23. Allotment to an eligible dependent of the deceased employee in case of compassionate appointment-

Dependent on a deceased employee can retain allotted accommodation as per clause no. 24 (iv) of these rules. Further, in case of compassionate appointment to the eligible dependent of the deceased employee, allotment of accommodation to compassionate appointee shall be done under the provision as stated in Part III of these Rules.

24. Temporary allotment of accommodation for marriage or social functions-

If any quarter is lying vacant, temporary allotment of the same may be made for marriage or social functions not exceeding 10 days with a nominal charge as per the directive of the Competent Authority.

Part III
Retention of accommodation

25. Retention of accommodation on death, retirement, and transfer of an allottee posted to a nonfamily-

- i. In case of employee's resignation, dismissal or his / her leaving the Institute for outside employment without keeping lien on his / her post at the Institute, the allotment of residence shall be cancelled with effect from a date not later than one month after the date of the resignation, dismissal or leaving the Institute without lien, as the case may be or a, date when the residence is actually vacated, whichever is earlier.
- ii. When an employee, in the occupation of Institute residence, retires from service, he/she may be permitted to stay for a period not exceeding six months with a standard rate of License fee. An employee must take approval from the Competent Authority for such occupation of allotted residence one month prior to the date of retirement and he/she must vacate his / her accommodation within 6 months of retirement.
- iii. In case of resignation, dismissal, removal or termination of service or unauthorised absence without permission, such employees may be permitted to continue to occupy the residence for a period not exceeding one month with the stipulated license fee.
- iv. In case of death of the allottee, his / her dependent may be permitted to continue to occupy the residence for a period not exceeding one year with a standard rate of license fee, if deceased employee or his / her family members does not own in their name within a radius of 10 km from the Institute. Dependent of a deceased employee must take approval from the Competent Authority for such occupation of allotted residence within 45 days of the date of death of the employee and they must vacate his / her accommodation within 1 year of death of the employee.
- v. In case of death of the allottee, and if his / her dependent is offered a job in this Institute on compassionate grounds, and if he/she accepts the same, he/she may be permitted to continue to reside in the same quarter, as occupied by the deceased allottee, with the permission of the Competent Authority.

Part IV
Change of accommodation

26. Change in the same type or entitled higher type of accommodation-

- i. An allottee to whom accommodation has been allotted under these rules may apply for a change to another same type of accommodation only after taking physical possession of accommodation allotted under initial allotment.
- ii. Only one change shall be allowed in the same type of accommodation to the allottee.

- iii. An allottee, who intends to change the accommodation already allotted to him/her shall make an application in the form specified by the Estate Office, and thereafter, the name of such allottee shall be considered for allocation.
- iv. The change of the same type of accommodation shall be offered as per the priority by these rules and having regard to the allottee's preference.

Provided that no change in the same type of accommodation shall be allowed to an allottee within six months of the date of superannuation.

- v. If an allottee fails to accept a change of accommodation offered to him/her within eight days of the issue of such offer or allotment, he shall not be considered again for a change of accommodation for that type of accommodation.
- vi. An allottee who, after accepting a change of accommodation fails to take possession of the same, shall be charged a one-month license fee for such accommodation by the provisions of these rules in addition to the normal license fee for the accommodation already in his / her possession the allotment of which shall continue to subsist.

Provided that if the Estate Office fails to make the accommodation offered on change habitable within the prescribed time, a certificate from the concerned Executive Engineer shall be furnished in this regard by Estate Office and allottees will be exempted from payment of license fee for the intervening period in such cases.

- vii. Where an allottee, who is in the occupation of accommodation, is allotted another accommodation and he/she occupy the new accommodation, the allotment of former accommodation shall be deemed to have been cancelled from the date of physical occupation of the new accommodation.

Provided that such date of occupation, the allottee may, retain the former accommodation on payment of normal license fee for ten days for shifting to the newly allotted accommodation.

Provided further that if the previous accommodation is not vacated within a period of ten days, the allottee shall be liable to pay damages for use and occupation of the previous accommodation.

- viii. The allottee shall ensure before applying for change of accommodation that he/she continues to be entitled to that type of accommodation on the basis of revised entitlement as well as other conditions governing such change of accommodation and the respective allotment authority or Estate Office shall verify this fact before accepting the prescribed acceptance form of the applicant.
- ix. No change of accommodation shall be allowed to an allottee under this rule if an inquiry is under progress against the allottee on the charge of subletting.

27. Change of accommodation on medical grounds-

- i. Change on medical grounds shall be given only if the allottee concerned has already not availed change in the same type of accommodation admissible under these rules, provided that a medical certificate from the Institute Medical Officer indicating the nature and extent of physical handicap or disease and recommending such a change is furnished.
- ii. Requests for change on medical grounds may be entertained also in such cases where the allottee or a member of his / her family or dependent-in-laws living with him/her, after the allotment of an accommodation, has developed such diseases, provided that a medical certificate from the

Institute Medical Officer indicating the nature and extent of physical handicap or disease and recommending such a change is furnished.

28. Shifting of allottees in case of a quarrel between neighbours-

Any complaint relating to the quarrels between neighbours shall be examined in detail by the Dean Faculty Welfare / Registrar, who shall make his / her recommendations to the House Allotment Committee for further appropriate action.

PART V

Regularization of accommodation

29. Regularization of accommodation to eligible spouse or ward in case of missing persons-

Regularization of accommodation in the name of the spouse or ward may be considered in cases, based on a First Information Report (FIR) lodged by the family, the missing allottee has been reported untraceable by the Police authorities subject to the following conditions, namely:-

- i. The spouse or ward of the missing allottee has been appointed on compassionate grounds provided such application is made within two years from the date on which the allottee has been certified to be untraceable.
- ii. Neither the missing allottee nor any member of his / her family owns a house within a radius of 10 km from the Institute.
- iii. All dues outstanding in respect of the accommodation under occupation has been cleared:

Provided that a normal rate of license fee may be charged for the intervening period with effect from the date of missing till the date of regularization.

Part VI

Exchange of accommodation

30. Exchange of accommodation

Exchange of accommodation between two employees of the same type of quarters can be done if both agree to do so with the approval from the House Allotment Committee. Such a request can be made only once by any employee for a particular quarter.

Part VII

Surrender of allotment of accommodation

31. Surrender of an allotment of accommodation-

- i. An allottee may surrender an allotment of accommodation at any time. In such cases, the allottee should apply to Registrar and should avail No Objection Certificate from Estate Office.
- ii. An allottee who surrenders the accommodation shall not be considered again for the allotment of accommodation for two years from the date of such surrender, except in case the allottee goes for a long leave (Sabbatical leave, Study leave, deputation, on a lien, etc.) and surrenders the accommodation at his own volition.
- iii. An allottee who surrenders his accommodation before the expiry of one year from the date of his/her occupying the quarter, will not be eligible for fresh allotment for one year from the date of occupying the earlier quarter.

Part VIII

Maintenance of accommodation

32. Maintenance of accommodation by the allottee-

- (i) The allottee to whom a residential accommodation has been allotted shall not do any internal or external structural changes / major alterations without written permission from the Competent Authority.
- (ii) The allottee to whom a residential accommodation has been allotted shall maintain the Accommodation and premises in a clean condition and such allottee shall not cut or chop-off any existing trees in any garden, courtyard or compound attached to the accommodation. This type of activity must be done with the prior permission in writing from the Competent Authority through the Estate Office. No large tree is to be planted or allowed to grow within 3 meters from the quarter.
- (iii) the allottee shall not cause noise pollution on the campus. Use of Loud Speakers between 10:00 pm to 6:00 am is prohibited.

33. Cooperation with maintenance agencies by the allottees to carry out repair works-

- i. All allottees of accommodation will cooperate with the Estate Office in carrying out all kinds of repair or renovation works.
- ii. In case a complaint about non-corporation is received from the maintenance agency against any allottee, action may be taken against him/her by Dean (P & D) / Estate Office.

34. Misuse of accommodation for trade or business or any other unauthorised activity-

- i. The accommodation shall be used for residential purposes only by the allottee.
- ii. The action shall be taken against the allottee for unauthorised use of the allotted accommodation. If found guilty, he/she will attract fine of at least three months HRA plus all license fees and he/she will not be considered again for the allotment of accommodation for the next five years.

35. Payment of requisite charge or fee to public utility services-

The allottee of accommodation shall pay the charges to all utility services such as electricity, water, gas, telephone, internet, etc. as per Institute norms.

36. Unauthorised construction on the Institute campus-

Any construction made without written permission from Dean (P & D), it will be considered as unauthorised construction.

- i. No unauthorised construction in temporary or permanent nature shall be allowed in the Institute campus and the unauthorized construction, if any, may be removed or demolished by the Estate Office.
- ii. In case any further unauthorised construction is found in the accommodation of the same allottee, the accommodation provided to such allottee shall be cancelled from the date of inspection of the accommodation and he/she shall be debarred for allotment of accommodation for the remaining period of service in future.

- iii. The procedure for dealing with a case relating to unauthorised construction or encroachment in accommodation will be the responsibilities of respective maintenance agencies / Estate Office / Dean (P & D).

Part IX

Unauthorised occupation

37. Unauthorised occupation after the cancellation of allotment-

Where, after an allotment of accommodation has been cancelled or is deemed to have been cancelled under any provision of these rules, the accommodation remains in occupation of the allottee to whom it was allotted or of any person claiming through, such allottee shall be liable to pay damages for use occupation of the accommodation and service as may be determined by the Institute from time to time.

38. Disciplinary proceedings against persons who fail to vacate temporary allotment of accommodation-

The temporary accommodation allotted for marriage and other social purposes shall be vacated on the expiry of the allotment period. In case of failure to vacate the allotted accommodation, the matter shall be referred to the Registrar office for appropriate disciplinary action against him/her and damages shall be charged for such unauthorized occupation.

Part X

Subletting of accommodation

39. Persons to reside with allottee-

- i. The allottee shall reside in the accommodation allotted to him/her with his / her family and immediate relations.
- ii. In case any relationship ceased by any order of a court of law, such relative shall not reside with the allottee.
- iii. The servant quarters and garages may be used as per rules.

40. Subletting of accommodation-

An allottee shall not sublet the whole or part of accommodation including servant quarter and garage allotted to him/her.

- i. If an allottee sublets accommodation allotted to him/her, or any portion thereof, or any of the outhouses or garages, in contravention of these rules, he/she may, without prejudice to any other action that may be taken against him/her, be charged such damages from the date of inspection by the Competent Authority, as may be determined by the Institute from time to time, in this respect.
- ii. Where an action to cancel the allotment is taken on account of unauthorised subletting of the premises, a directive shall be issued by the Competent Authority to the concerned allottee for the action going to be taken against him/her.
- iii. The House Allotment Committee shall be competent to-
 - a. Take all or any of the actions provided under this rule;

- b. Declare the allottee to be ineligible for allotment of residential accommodation for the remaining period of his / her service;
- c. Intimate the Director of the Institute for initiating disciplinary proceedings under the relevant rules.

41. Procedure to conduct subletting inspection-

Estate Office shall conduct subletting inspection from time to time.

42. Penalty for subletting-

Cancellation of allotment of accommodation or otherwise of the cases suspected of subletting shall be decided by the Competent Authority after inquiry providing equal opportunity to the allottee as per the established procedure in this regard.

Part XI

Consequences of breach of these rules

43. Consequences of breach of rules-

The Competent Authority may cancel the allotment of the accommodation without prejudice to any other disciplinary action that may be taken against the allottee under these rules.

- i. Uses the accommodation or any portion thereof for any purposes other than that for which it is meant; or
- ii. Tampers with the electric or water connection; or
- iii. Commits breach of these rules; or
- iv. Breaches the terms and conditions of the allotment; or
- v. Has knowingly furnished incorrect information in any application or written statement to secure the allotment.

Explanation- In this rule, the term "allottee" include unless the context otherwise requires, a member of his / her family and any person staying with the allottee.

44. Action for misuse of garages-

- i. The garage shall be used for parking of vehicles only by the allottee and action shall be taken against the allottee for unauthorised use of the allotted garage as per these rules and instruction in this regard from time to time.
- ii. The garage for parking cars or scooters or cycles shall not be used or allowed to be used for residential purposes and damages shall be charged from the allottee for any misuse of the garage from the date of inspection till the receipt of a certificate from Estate Office.
- iii. In case of misuse of a garage, the Estate Office shall issue show-cause notice, to stop the misuse within fifteen days, failing which the allotment shall be cancelled.

Part XII

The license fee for accommodation

45. Payment of license fee for accommodation-

- i. Where allotment of accommodation or alternative accommodation has been accepted, the liability for license fee shall commence from the date of the physical occupation of the accommodation.
- ii. An allottee who, after acceptance, fails to take possession of that accommodation within eight days from the date of receipt of the authority, the allottee shall be charged a one-month license fee from the date of allotment.

Provided that this provision shall not apply in case the Estate Office does not hand over the accommodation that is not ready for physical occupation for any other reason.

46. Fixation or revision of license fee for accommodation-

The flat rates of Licence fee applicable for various types of accommodation will be charged as per the practice followed in the Institution subjected to revision as and when required.

47. Personal liability of the allottee for payment of license fee till the accommodation is vacated-

The allottee to whom accommodation has been allotted shall be personally liable for the payment of license fee and for any damage beyond fair wear and tear caused thereto or to the fixture or fittings or services provided therein by the Institute during the period for which the accommodation has been and remains allotted to him/her.

48. Rates of damages-

The rates of damages for unauthorised occupation or subletting or misuse of accommodation, servant quarter or garage shall be specified by the Competent Authority from time to time.

49. Payment of license fee in advance for retention of accommodation-

All the allottee of accommodation shall pay the required license fee in advance for retention of the accommodation allotted to them.

50. Recovery of license fee from allottee in installments in certain cases-

- i. The request for recovery of arrears of license fees in installments may be considered only in deserving cases from an allottee. The number of installments may be decided by the Competent Authority.
- ii. Recovery of installment along with the interest amount shall be affected by the Competent Authority from the salary of the employee every month until the full amount is recovered.

Part XIII

Miscellaneous

51. Interpretation of rules-

If any question arises as to the interpretation of these rules it shall be decided by the Director, NIT Raipur or House Allotment Committee.

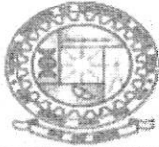
52. Relaxation of rules-

The Institute may for reasons to be recorded in writing, relax any or all of the provision of these rules in the case of any allottee or any accommodation or any group or class of allottees or type of accommodation or on any other matter.

53. Revision of existing House Allotment Rules-

All the clauses and sub-clauses mentioned in these rules may be revised/alterd/amended from time to time as per the directions of the Competent Authority.

A snapshot of House Allotment Procedure is attached as ANNEXURE B.



राष्ट्रीय प्रौद्योगिकी संस्थान रायपुर
NATIONAL INSTITUTE OF TECHNOLOGY RAIPUR
(Institute of National Importance)
G.E. Road, Raipur – 492010 (CG)

Phone: (0771) 225 42 00
Fax: (0771) 225 46 00
Email: director@nitrr.ac.in
Website: www.nitrr.ac.in

// HOUSE REQUISITION FORM //

1	Full name:	_____
2	Gender:	(Male/Female) _____
3	Present Designation/Post:	_____
4	Department/Section:	_____
5	Category (attach attested photocopy):	(UR/OBC/SC/ST/EWS) _____
6	Present Address:	_____
7	Mobile no	_____
8	Phone no	_____
9	Email id:	_____
10	Present Cadre	Date of Joining at Present Cadre / Post: _____
		Present Pay Level: _____
11	Pay Level	Basic: _____
		Total Salary: _____
		Date of First / Initial Joining in GEC/NIT RAIPUR _____
12	Length of service	on regular basis : _____
		Total Continuous Service period (In Years) in NIT _____
		Raipur _____
13	Date of Birth:	_____ Age (In Years-Month): _____
14	Faculty Quarters for which application is put forward, floor/s in order of priority	_____
	Whether applicant has a House within 10 km radius from NIT Raipur owned by Self / Wife / Husband / Family? (If Yes, attach details).	_____
15		Yes / No _____
	If any other Government House is allotted in name of Husband / Wife? (Yes/No) (If Yes, attach details)	_____
16		Yes / No _____

DECLARATION: In case I fail to occupy the allotted House within 8 days from the date of issue of allotment order or information given above is found to be incorrect, allotment should be cancelled and I shall forfeit future claims for allotment / change of Accommodation for Two Year. I shall pay commercial rent, if did not vacate the earlier occupied quarter within 15 days after taking possession of fresh allotted quarter.

(Incomplete application will not be entertained)

Signature of Applicant

Forwarded

Signature of Head, Name & Seal

Verification of above Information by Gazetted / Non-Gazetted Establishment:

Signature, Name, Designation & Seal

SNAPSHOT OF HOUSE ALLOTMENT PROCEDURE (ANNEXURE B)

